

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO  
COMCAST OF MASSACHUSETTS/VIRGINIA, INC.**

**August 14, 2012**

**THE BOARD OF SELECTMEN  
TOWN OF SHELBURNE,  
MASSACHUSETTS**

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## AGREEMENT

This Cable Television Renewal License entered into this 14th day of August, 2012, by and between Comcast of Massachusetts/Virginia, Inc. ("Comcast" or "Licensee"), and the Board of Selectmen of the Town of Shelburne, Massachusetts, as Issuing Authority for the renewal of the cable television licenses pursuant to M.G.L. Chapter 166A.

## WITNESSETH

WHEREAS, the Issuing Authority of the Town of Shelburne, Massachusetts, pursuant to M.G.L. c. 166A is authorized to grant one or more nonexclusive, revocable Cable Television Renewal Licenses to construct, operate and maintain a Cable Television System within the Town of Shelburne; and

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626 of the Cable Act, on February 27, 2008 to 1) ascertain the future cable related community needs and interests of Shelburne, and 2) review the performance of Comcast during its current license term; and

WHEREAS, Comcast submitted a license renewal proposal to the Town of Shelburne, dated May 22, 2008, for a Cable Television Renewal License to operate and maintain a Cable Television System in the Town of Shelburne; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions regarding the Cable Television System in Shelburne; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, and renewal proposals of Comcast; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Shelburne to grant a non-exclusive Cable Television Renewal License to Comcast.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

# ARTICLE 1

## DEFINITIONS

### **Section 1.1 --- DEFINITIONS:**

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein., unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

- (1) Access: The right or ability of any Shelburne resident and/or any persons affiliated with a Shelburne institution to use designated PEG Access facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) Access Channel: A video channel which the Licensee shall make available to the Town of Shelburne and/or the Access Corporation, without charge, for the purpose of transmitting noncommercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.
- (3) Access Corporation: The entity, designated by the Issuing Authority of the Town of Shelburne, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.
- (4) Cable Television Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.
- (5) Affiliate or Affiliated Person: Any person who owns or controls, is owned or controlled by, or is under common ownership or control with, another person.
- (6) Basic Cable Service or Basic Service: any service tier which includes the retransmission of local television broadcast signals
- (7) CMR: The acronym for Code of Massachusetts Regulations.
- (8) Cable Act: Public Law No. 98-549, 98 Stat. 779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
- (9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

- (10) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services.
- (11) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service within the Town of Shelburne which includes Video Programming and which is provided to multiple Subscribers within the Town, but such term does not include
- (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations;
  - (b) a facility that serves subscribers without using any public right-of-way;
  - (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services;
  - (d) an open video system that complies with Section 653 of the Cable Act; or
  - (e) any facilities of any electric utility used solely for operating its electric utility systems.
- (12) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.
- (13) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.
- (14) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (15) Department of Public Works ("DPW"): The Highway Department of the Town of Shelburne, Massachusetts.
- (16) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (17) Drop or Cable Drop: The cable that connects each home or building to the feeder line of the Cable System.
- (18) Dwelling Unit: Any residence with a separate entrance or with separate kitchen facilities.
- (19) Educational Access Channel(s): A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.
- (20) Effective Date of the Renewal License (the "Effective Date"): August 14, 2012.



- (21) FCC: The Federal Communications Commission, or any successor agency.
- (22) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, those Persons wishing to present, non-commercial governmental programming and/or information to the public.
- (23) Gross Annual Revenues: Revenues received by the Licensee from the operation of the Cable System for the provision of Cable Service(s) over the Cable System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; home-shopping revenues on a pro-rata basis; Converter, remote control and other cable-related equipment rentals and/or leases or sales; and advertising revenues on a pro-rata basis. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, excluding commissions and/or agency fees, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System for the provision of Cable Services to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons relating to the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Cable Service. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. Gross Annual Revenues shall be determined in accordance with Generally Accepted Accounting Principles.
- (24) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.
- (25) Issuing Authority: The Board of Selectmen of the Town of Shelburne, Massachusetts.
- (26) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (27) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Shelburne and the Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

- (28) Licensee: Comcast of Massachusetts/Virginia Inc. ("Comcast") or any successor or transferee in accordance with the terms and conditions of this Renewal License.
- (29) Multichannel Video Programming Provider: A Person who or which makes available to residents in Shelburne multiple channels of Video Programming.
- (30) Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.
- (31) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (32) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.
- (33) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.
- (34) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (35) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (36) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (37) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- (38) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (39) Prime Rate: The prime rate of interest at the Federal Reserve Bank.
- (40) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for use by, among others, Shelburne individuals and/or organizations wishing to present non-commercial programming and/or information to the public.
- (41) Public Buildings: Those buildings owned, occupied, or used by the Town for government administrative purposes as specifically listed in Exhibit 2.
- (42) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or

waters and all other publicly owned real property within or belonging to the Town now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

- (43) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (44) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter issued by the Licensee or other decoding device.
- (45) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.
- (46) Standard Installation: the standard two hundred fifty foot (250') aerial drop connection from the Subscriber building to the existing distribution system.
- (47) State: The Commonwealth of Massachusetts.
- (48) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable System.
- (49) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.
- (50) Trunk and Distribution System: that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.
- (51) Town: The Town of Shelburne, Massachusetts.
- (52) Town Counsel: The Town Counsel of the Town of Shelburne, Massachusetts.
- (53) Upstream Channel: A channel over which Signals travel from an authorized origination location to the Cable System Headend.
- (54) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.
- (55) VCR: The acronym for video cassette recorder.
- (56) Video Programming or Programming: Programming provided by, or generally considered comparable to Programming provided by, a television broadcast station.

## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

#### **Section 2.1--- GRANT OF RENEWAL LICENSE**

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Shelburne, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television System Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Shelburne.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all lawful Town, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, operate, repair and maintain the Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Shelburne within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Shelburne. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and any special laws or Town bylaws and/or regulations enacted hereafter.

#### **Section 2.2--- TERM OF RENEWAL LICENSE**

The term of this Renewal License shall be a ten (10) year term, commencing on August 14, 2012, and expiring on August 13, 2022, unless sooner terminated as provided herein or surrendered.

#### **Section 2.3--- NON-EXCLUSIVITY OF RENEWAL LICENSE**

- (a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Shelburne; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

- (b) The grant of any additional cable television license(s) shall not be on terms and conditions more favorable or less burdensome than those contained in this Renewal License. The grant of any such additional license(s) shall be at the sole discretion of the Issuing Authority.
- (i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At said public hearing, the Licensee shall be provided an opportunity to demonstrate that any such additional cable television license(s) are on terms and conditions more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.
- (ii) Should the Licensee demonstrate that any such additional cable television license(s) are on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority and the Licensee shall consider and negotiate, in good faith, appropriate equitable amendments to the Renewal License within a reasonable time.
- (c) The issuance of additional licenses shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated there under.

#### **Section 2.4--- POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations and any by-laws and/or regulations of general applicability enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction in the Commonwealth of Massachusetts or other State agency with lawful jurisdiction.

#### **Section 2.5--- REMOVAL OR ABANDONMENT**

In accordance with applicable state and federal law, upon termination of the period of the Renewal License or of any renewal thereof by passage of time or otherwise, Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public places in, over, under or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

## **Section 2.6--- TRANSFER OF THE RENEWAL LICENSE**

- (a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefore on forms prescribed by the Cable Division and/or and the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. In accordance with 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a Renewal License or control thereof under M.G.L.c.166A Section 7. For purposes of this Section 2.6(a) only, in accordance with 207 CMR 4.01(2), an "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity.
- (b) In considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider other criteria allowable under law and/or regulation.
- (c) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.
- (d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.
- (e) The consent of the Issuing Authority shall be given after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended in writing by mutual consent of the parties.
- (f) Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all of the terms and conditions contained in this Renewal License.

## **Section 2.7--- EFFECT OF UNAUTHORIZED TRANSFER ACTION**

- (a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.

- (b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless occurred, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.
- (c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

## **ARTICLE 3**

### **SYSTEM DESIGN**

#### **Section 3.1--- SUBSCRIBER NETWORK**

- (a) The Licensee shall own, operate, maintain and make available to Shelburne subscribers a minimum 750 MHz Subscriber Network,
- (b) The Licensee shall transmit all of its Signals to Shelburne Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.
- (c) The Licensee shall work with the Issuing Authority, in good faith, to address any concerns regarding the Licensee's occupation of the Public Ways and/or public safety. In the event of disagreement between the Town and the Licensee on specific cable television plant to be removed from the Public Ways, the Town and the Licensee shall meet and discuss the issue(s), in good faith, in order to resolve any such disagreements. The Town shall request that other users of the Public Ways use their best efforts to remove unused equipment from the Public Ways.

#### **Section 3.2--- INTERCONNECTION WITH GREENFIELD & BUCKLAND**

The Licensee shall continue to maintain and operate a hard-wire connection between the towns of Buckland, Shelburne and Greenfield in order for said communities to exchange PEG Access programming. There shall be no charge to the Town(s) and/or the Access Corporation for the maintenance and operation of said hard-wire connection. PEG Access video return line maintenance costs may be passed through to subscribers in accordance with applicable state and federal law. Said interconnection shall continue to include automated switching capabilities.

#### **Section 3.3--- EMERGENCY ALERT SYSTEM**

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

#### **Section 3.4--- PARENTAL CONTROL CAPABILITY**

The Licensee shall comply with all requirements of federal law governing Subscribers' capability to control the reception of any channels being received on their television sets.



## ARTICLE 4

### LINE EXTENSION

#### Section 4.1-- GENERAL POLICY

- (a) The Licensee shall make cable television service(s) available to all residents of the Town, subject to the provisions of this Article 4.
- (b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred fifty feet (250') as measured from the existing aerial Trunk and Distribution System and additions thereto.

#### Section 4.2 – LINE EXTENSION POLICY

- (a) The Cable Television System shall be extended automatically, at the Licensee's sole cost and expense to any and all areas of the Town containing fifteen (15) dwelling units per aerial mile of cable plant or fractional proportion thereof and/or fifteen (15) dwelling units per underground mile of cable plant or fractional proportion thereof, provided that there is appropriate underground conduit that is available for use by the Licensee; and/or thirty (30) dwelling units per underground mile of cable plant or fractional proportion thereof if there is no conduit available for use by the Licensee, all areas as measured from the existing Trunk and Distribution System. Cable Service shall be made available and fully activated to requesting dwelling units no later than ninety (90) days after all necessary permits and pole attachment licenses are obtained, subject to Force Majeure (including the performance of make-ready work). The Licensee shall expeditiously seek all necessary permits and pole attachment licenses.
- (b) Notwithstanding Sections 4.2 (a), the Licensee shall further extend its Cable System in Shelburne, at no cost to the Town, and make Cable Service available on the following portions of the Public Ways in the Town within (3) three years of the Effective Date of this Renewal License:
  - 1. **Colrain Shelburne Road:** from pole number 178-2/95 extend cable plant on Colrain Shelburne Road to pole number 67/1/3.
  - 2. **Brook Road:** from pole number 178/54/1/145 at the corner of Colrain Shelburne Road, extend cable plant on Brook Road to pole number 16/12/nt.
  - 3. **Wilson Graves Road:** from pole number 65/10/16NT at the corner of Brooks Road, extend cable plant on Wilson Graves Road to pole number 83/1M/25/155.
  - 4. **Peckville Road:** from pole number 16/6/1/150 at the corner of Brooks Road extend cable plant on Peckville Rd to pole number 18/18.

5. **Fiske Mill Rd:** from pole number 25/16/S/149 at the corner of Brook Rd, extend cable plant on Fiske Mill Road to pole number 14/35/13.
6. **Route 2:** from pole number 180/93 at the corner of Colrain-Shelburne Road, extend cable plant to pole number 184-2/2.
7. **Carpenter Road:** from pole number 151-17-65/NT at the corner of Colrain Rd., extend cable plant to pole number NT.

(c) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of subsection (a) above upon the request of the dwelling unit owners in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of dwelling units requesting Cable Service in such area minus the costs of extending Cable Service to dwelling units in an area that meets the density requirement specified in Section 4.2 (a) above. The resulting cost shall equal the per dwelling unit contribution relating to line extension of Cable Service in that particular area of the Town, or:

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

- C equals the cost of construction of new plant as measured from the existing Trunk and Distribution System;
- LE equals the number of dwelling units requesting Cable Service in the line extension area, who subsequently pay a contribution in aid;
- CA equals the average cost of construction per mile in the primary Service area;
- P equals the 15 dwelling units per linear mile of aerial plant, 15 dwelling units per underground mile provided there is conduit available for use by the Licensee or 30 dwelling units per linear mile of underground plant if there is no conduit made available for use by the Licensee, all areas as measured from the existing Trunk and Distribution System; and
- SC equals the per dwelling unit contribution in aid of construction in the line extension area.

(d) The Town shall make its best efforts to notify the Licensee, including, without limitation, having the Town Clerk so notify the Licensee, in advance whenever new developments are under consideration by Town agencies.

#### **Section 4.3--- LINE EXTENSION PROCEDURES**

- (a.) Any potential Subscriber located in an area of the Town without Cable Service may request such Cable Service from the Licensee. In areas meeting the requirements of Section 4.2 (a) above, the Licensee shall extend Cable Service to the area promptly, but in no case later than ninety (90)

days after all necessary permits and pole attachment licenses are obtained, subject to Force Majeure (including the performance of make-ready work). The Licensee shall expeditiously seek all necessary permits and pole attachment licenses.

- (b.) In those areas with less than fifteen (15) dwelling units per aerial mile; and/or fifteen (15) dwelling units per underground mile where there is conduit available for use by the Licensee; and/or thirty (30) dwelling units per underground mile of cable plant or fractional proportion thereof if there is no conduit available for use by the Licensee, all areas as measured from the existing Trunk and Distribution System, the Licensee, shall, within forty-five (45) days following a request for Cable Service, conduct a survey to determine the number of dwelling units in the immediate area and shall inform each participating dwelling unit of the possible contribution in aid of construction (see Section 4.2 (c) above) that will be charged. The Licensee shall apply for all necessary permits and pole attachment licenses within thirty (30) days of receiving the contribution in aid of construction from all participating dwelling units. Cable Service(s) shall be made available and fully activated to all requesting dwelling units who made a contribution in aid of construction within ninety (90) days of receipt of all necessary permits and pole attachment licenses by the Licensee, subject to Force Majeure (including the performance of make-ready work).

#### **Section 4.4 --- LINE EXTENSION FOR COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Television Service(s), available to any commercial establishments in the Town along its cable routes; provided that said establishment(s) agrees to pay for any costs beyond a standard installation and monthly subscription costs as established by the Licensee,

## **ARTICLE 5**

### **MAINTENANCE AND OPERATION**

#### **Section 5.1--- LOCATION OF CABLE TELEVISION SYSTEM**

The Licensee shall operate and maintain the Cable Television System within the Town of Shelburne. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

#### **Section 5.2--- UNDERGROUND FACILITIES**

- (a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.
- (b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards; the Licensee shall inspect all such installations to ensure its adherence to these standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

#### **Section 5.3--- TREE TRIMMING**

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules of general applicability established by the Issuing Authority or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's DPW.

#### **Section 5.4 --- RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

### **Section 5.5 --- TEMPORARY RELOCATION**

In accordance with applicable law, the Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be at no cost to the Town. The Licensee shall be given reasonable notice to maintain continuity of service.

### **Section 5.6--- DISCONNECTION AND RELOCATION**

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

### **Section 5.7--- SAFETY STANDARDS**

The Licensee shall install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all applicable State and local laws, and all applicable land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate and lawful regulatory authority.

### **Section 5.8--- PEDESTALS**

In any cases in which pedestals housing active and passive devices are to be utilized, in Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile non-obtrusive electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 5.11 infra. In the event that the Licensee is no longer using any such Pedestals for the provision of Cable Service(s), the Licensee shall expeditiously remove any such Pedestals from the Public Way(s), unless the Licensee is otherwise permitted to use such Pedestals for non Cable Services pursuant to applicable law(s).

### **Section 5.9--- PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense, within fourteen (14) working days after notification of any such damage, weather permitting, unless otherwise agreed to by the property owner.

### **Section 5.10 --- RIGHT TO INSPECTION OF CONSTRUCTION**

The Issuing Authority or its designee(s) shall have the right, at its sole cost, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. The

Issuing Authority shall provide the Licensee with reasonable notice prior to such inspection(s), and Licensee shall have a representative present for any such inspection. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

#### **Section 5.11 --- CONSTRUCTION MAPS**

Upon written request, the Licensee shall make available to the Issuing Authority strand maps of all final constructed Cable System plant. If changes are made in the Cable System, the Licensee shall make available updated maps, not more than once annually, not later than thirty (30) days after each such request.

#### **Section 5.12 --- SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hour notice to all affected Subscribers.

#### **Section 5.13 --- DIG SAFE**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

## **ARTICLE 6**

### **SERVICES AND PROGRAMMING**

#### **Section 6.1 --- BASIC SERVICE**

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the Town pursuant to applicable federal statute or regulation.

#### **Section 6.2 --- PROGRAMMING**

- (a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in Exhibit 1, attached hereto and made a part hereof. Pursuant to federal law, all Programming decisions, including the Programming listed in Exhibit 1, attached hereto, are at the sole discretion of the Licensee.
- (b) Pursuant to the rules and regulations of the FCC and the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Shelburne programming line-up at least thirty (30) days before any such change is to take place.

#### **Section 6.3 --- CABLE COMPATIBILITY**

- (a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR controls to record multiple channels, the Licensee shall make available to any Subscriber, upon request, equipment which will allow VCR owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said equipment shall be available to Subscribers in accordance with applicable law
- (b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

#### **Section 6.4 --- CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

#### **Section 6.5 --- FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

- (a) The Licensee shall continue to provide, install and maintain one (1) Subscriber Cable Drop and Outlet, and monthly Basic Service, at no cost, to all police and fire stations, public schools, public libraries and other public buildings included in Exhibit 2 along the Cable System plant

route, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System plant route as designated in writing by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the standard installation and provision of said Basic Service and related maintenance.

- (b) The Licensee shall supply one (1) Converter or similar device for the Outlet referenced herein, without charge to the Town and/or the Access Corporation, if required for the reception of monthly Basic Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.
  - i. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.
  - ii. The Licensee shall not be responsible for installation or maintenance of any internal wiring within said public buildings.



## **ARTICLE 7**

### **PEG ACCESS FACILITIES AND SUPPORT**

#### **Section 7.1 --- PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) ACCESS**

The Access Corporation, as designated by the Issuing Authority, shall continue to be responsible for the provision of PEG Access facilities and equipment to the residents of the Town, pursuant to the provisions of this Article 7 herein.

#### **Section 7.2 --- PEG ACCESS CORPORATION**

The Access Corporation shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 7.3 below;
- (2) Manage the annual funding, pursuant to Section 7.4 below;
- (3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 7.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

#### **Section 7.3---PEG ACCESS CHANNELS**

- (a) The Licensee shall continue to make available for use by the Access Corporation two (2) Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town and/or the Access Corporation and shall be subject to the control and management of the Access Corporation.
- (b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town and/or the Access Corporation, and shall be subject to the control and management of the Access Corporation.

- (c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels without advance, written notice to the Issuing Authority and the Access Corporation.

#### **Section 7.4 --- ANNUAL SUPPORT FOR PEG ACCESS**

- (a) The Licensee shall make License Fee payments to the Access Corporation equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(23) supra, less applicable License Fees.
- (b) Said annual PEG Access payments shall continue to be made on a quarterly basis (May 15th, August 15th, November 15th and February 15th).
- (c) The first payment to the Access Corporation under this Section 7.4 shall be made no later than November 15, 2012, and shall constitute five percent (5%) of the Licensee's Gross Annual Revenues for the period of the Effective Date through September 30, 2012. Thereafter, payments shall be made in accordance with Section 7.4(b) above.
- (d) For each of the payments required by this Section 7.4, Licensee shall provide a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 3**, documenting in reasonable detail the total of all Gross Annual Revenues of the Licensee during the preceding reporting period(s) and certified by an authorized representative of the Licensee. If the Licensee's quarterly payments to the Access Corporation were less than the required payment for the reporting period, the Licensee shall pay any balance due to the Access Corporation no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(23) supra.
- (e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay an amount equal to five percent (5%) of such Person's Gross Annual Revenues. If the Licensee collects revenues for said Person, then the Licensee shall collect said five (5%) payment on the Gross Annual Revenues of said Person and shall pay said amounts along with the Licensee's five percent (5%) access payments pursuant to Section 7.4(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Service over the System, then the Licensee shall notify any such Person of this five percent (5%) payment requirement and shall notify the Issuing Authority of such use of the Cable System by such Person(s).
- (f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of the Prime Rate per month, or portions thereof.

#### **Section 7.5 --- PEG ACCESS EQUIPMENT/FACILITIES FUNDING**

- (a) The Licensee shall provide funding to the Access Corporation in the total amount of Twenty

Thousand Dollars (\$20,000) for equipment/facilities purposes. The Licensee shall provide such funding on an annual basis, in ten (10) equal payments, in the amount of Two Thousand Dollars (\$2000.00) payable on September 30<sup>th</sup> of each year of this Renewal License. The first such \$2,000.00 annual payment shall be made on September 30, 2012. The last such \$2,000.00 annual payment shall be made on September 30, 2021.

- (b) There shall be no charges to the Town and/or the Access Corporation for said PEG access equipment/facilities costs. The Licensee reserves the right to pass through PEG Access equipment/facilities costs associated with this Renewal License to Subscribers in accordance with applicable law and regulations.
- (c) Under no circumstances shall said equipment/facilities funding payments required herein be counted against (i) the annual PEG Access funding payable to the Access Corporation pursuant to Section 7.4 above; and/or (ii) the License Fees payable to the Town pursuant to Section 8.1 infra; and/or (iii) any other applicable State and/or FCC fees.
- (d) In the event that the PEG Access Equipment/Facilities Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the Prime Rate, on the last day of business of the prior month. Any such late payments to the Access Corporation pursuant to this Section 6.5(c) shall not be deemed to be part of the funding to be paid to the Access Corporation pursuant to this Section 6.5 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

#### **Section 7.6 --- PEG ACCESS EQUIPMENT OWNERSHIP**

The Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 7.5 supra. The Licensee shall have no obligation to maintain, insure, replace or repair any such PEG Access equipment.

#### **Section 7.7 --- PEG ACCESS ORIGATION LOCATIONS**

- (a) The Licensee shall continue to provide origination capability from the following locations in order that PEG Access Programming may originate from said locations:

(1) Town Hall: Board of Selectmen's Office	51 Bridge St.
(2) Buckland-Shelburne Elementary School	75 Mechanic St.
(3) Town of Shelburne Band Shell	Mechanic St.
(4) Cowell Gymnasium	51 Maple St.
(5) Shelburne-Buckland Community Center	53 Main St.
- (b) There shall be no charges to the Town and/or the Access Corporation for said origination locations. Licensee reserves the right to pass through costs related to PEG Access return line maintenance to Subscribers in accordance with applicable state and federal law.

- (c) In addition to those modulators installed at the Access Corporation's studio at Mohawk Trail Regional High School, the Licensee shall continue to provide the Access Corporation with an agile modulator for use at the above origination sites.
  - i. Said modulators shall be owned, maintained, repaired and replaced, if necessary, by the Licensee, at its sole cost and expense, throughout the entire term of this Renewal License
  - ii. Any modulators in excess of the stated number that are owned by the Access Corporation shall be the sole responsibility of the Access Corporation.
  - iii. The Access Corporation shall exercise reasonable care in its use of said modulator(s)

#### **Section 7.8 --- PEG ACCESS PAYMENTS**

All payments required hereunder in Sections 7.4 and 7.5 shall be made by the Licensee directly to the Access Corporation.

#### **Section 7.9 --- PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at FCC technical standards commensurate with those which apply to the Cable System's commercial channels. The Access Corporation shall be responsible for the picture quality of all PEG Access Programming.

#### **Section 7.10 --- PEG ACCESS CABLECASTING**

- (a) In order that the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, all PEG Programming shall be modulated, then transmitted from any location, identified in Section 7.7 with Origination Capability to the Licensee's Headend, on the Upstream Channel(s) made available, without charge, to the Town and the Access Corporation for their use. At the Headend, such Programming shall be processed and transmitted downstream on the designated PEG Access Channel.
- (b) The Licensee shall provide the Access Corporation with the capability to ensure that said Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. At the Headend, said PEG Access Programming shall be retransmitted in the downstream direction on the PEG Access Channel. The Licensee shall not charge the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.
- (c) The Licensee shall provide and maintain all necessary processing equipment in order to switch Signals from the Access Corporation to the PEG Access Channel. The demarcation point between the equipment owned, operated and maintained by the Licensee and the equipment owned, operated and maintained by the Access Corporation shall be the input of the modulator or equivalent device used for video Signal transport. Nothing herein shall require the Licensee to provide end-user equipment.

**Section 7.11 --- CENSORSHIP**

Neither the Licensee, the Town nor the Access Corporation shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

**ARTICLE 8**  
**LICENSE FEES**

**Section 8.1 --- LICENSE FEE ENTITLEMENT**

- (a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law.
- (b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the PEG Access Funding pursuant to Section 7.4 supra and (ii) any License Fees that may be payable to the Town, the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town or its designee because of late payments; (ii) the PEG Access equipment/facilities funding payments payable to the Issuing Authority and/or the Access Corporation pursuant to Section 7.5 supra; (iii) the costs related to any liquidated damages pursuant to Section 12.2 infra; and (iv) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

**Section 8.2 --- PAYMENT**

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

**Section 8.3 --- OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

- (a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments except as permitted by applicable law.
- (b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall

not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

- (c) The Licensee hereby agrees that the term "franchise fee" does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

#### **Section 8.4---LATE PAYMENT**

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of Prime Rate per month. Any payments to the Town pursuant to this Section 8.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

#### **Section 8.5---RECOMPUTATION**

- (a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 8.5. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one year after the License Fees are tendered with respect to such fiscal year.
- (b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days, upon receiving a written request from the Issuing Authority, to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.
- (c) If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate per month, or portions thereof, during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Town, without interest charges of any kind.

#### **Section 8.6---AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Shelburne.

**Section 8.7---METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.



## **ARTICLE 9**

### **RATES AND CHARGES**

#### **Section 9.1---RATE REGULATION**

The Town reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws.

#### **Section 9.2---NOTIFICATION OF RATES AND CHARGES**

- (a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.
- (b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as Exhibit 6.

#### **Section 9.3---PUBLICATION AND NON-DISCRIMINATION**

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

#### **Section 9.4---CREDIT FOR SERVICE INTERRUPTION**

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate in accordance with applicable law.

## **ARTICLE 10**

### **INSURANCE AND BONDS**

#### **Section 10.1---INSURANCE**

- (a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.
- (b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- (c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.
- (d) The following conditions shall apply to the insurance policies required herein:
  - (a) Such insurance shall commence no later than the Effective Date of this Renewal License.
  - (b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
  - (c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.
  - (d) This Renewal License may, after hearing pursuant to Section 12.1, be revoked for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

#### **Section 10.2---PERFORMANCE BOND**

- (a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

- (b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 12.1 infra.
- (c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

### **Section 10.3---REPORTING**

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding all insurance policies as required herein, and the performance bond required herein.

### **Section 10.4---INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee reasonable written notice of its obligation to indemnify and defend the Issuing Authority. The Town will use its best efforts to forward said legal complaint to the Licensee within ten (10) business days of receipt by the Town. Notice under this Section shall be deemed timely as long as it does not prejudice the Licensee's ability to defend, indemnify and hold harmless the Issuing Authority.

### **Section 10.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein

## **ARTICLE 11**

### **ADMINISTRATION AND REGULATION**

#### **Section 11.1---REGULATORY AUTHORITY**

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 12.1 infra.

#### **Section 11.2---PERFORMANCE EVALUATION HEARINGS**

- (a) The Issuing Authority may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things:
  - (i.) review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and complaint response; and (ii) hear comments, suggestions and/or Complaints from the public
  - (ii.) The Issuing Authority shall provide the Licensee with twenty-one (21) days advance, written notice regarding compliance matters.
- (b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.
- (c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 infra.
- (d) In the event that no inadequacies are identified or the Issuing Authority does not provide a written report to the Licensee, then the parties agree that the Licensee has been in compliance with the terms of this Renewal License.

### **Section 11.3---NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 11.3 shall not affect the right of the Licensee to offer discounts.

### **Section 11.4---EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the reasonable cost and expense of such removal within thirty (30) days of submission of a bill thereof.

### **Section 11.5---REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority. In such event, the Licensee shall reimburse the Issuing Authority the reasonable cost and expense of such removal within thirty (30) days of submission of a bill thereof.

### **Section 11.6 --- JURISDICTION**

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

## ARTICLE 12

### DETERMINATION OF BREACH

#### LIQUIDATED DAMAGES-LICENSE REVOCATION

##### Section 12.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

- (a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
- (b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.
- (c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.
- (d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:
  - (i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;
  - (ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
  - (iii) commence an action at law for monetary damages;
  - (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
  - (v) declare the Renewal License to be revoked subject to Section 12.3 below and applicable law;
  - (vi) invoke any other lawful remedy available to the Town.

## **Section 12.2---LIQUIDATED DAMAGES**

- (a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to the provisions of Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 12.1(d) above.
- (1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, two hundred dollars (\$200.00) per day, for each day that any such non-compliance continues. .
  - (2) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.5 infra, and Exhibit 7 attached hereto, one hundred dollars (\$100.00) per day that any such noncompliance continues.
  - (3) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 6.5 and/or Exhibit 2 attached hereto, fifty dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.
  - (4) For failure to submit reports, pursuant to Article 14 herein, fifty dollars (\$50.00) per day that any of said reports are not submitted as required.
  - (5) For failure to comply with the FCC's signal quality requirements in accordance with Section 14.6, fifty dollars (\$50.00) per day that any such non-compliance continues
  - (6) For failure to construct and maintain the Cable System in accordance with the requirements of Sections 4.2 and 4.3, one hundred dollars (\$100.00) per day that any such non-compliance continues.
- (b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 12.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.
- (c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

## **Section 12.3---REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this Renewal License, pursuant and subject to the provisions of and subject to the provisions of Section 12.1 supra, the Issuing Authority may revoke the Renewal License granted herein.

#### **Section 12.4---TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

#### **Section 12.5---NOTICE OF LEGAL ACTION**

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

#### **Section 12.6---NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

#### **Section 12.7---NO WAIVER-CUMULATIVE REMEDIES**

- (a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.
- (b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.
- (c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.
- (d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee. It is the responsibility of the Issuing Authority to notify Licensee of any potential breach in a timely fashion as soon as practical after the Issuing Authority or Town becomes aware of said potential breach.



## **ARTICLE 13**

### **SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

#### **Section 13.1--- TELEPHONE ACCESS**

- (a) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number for its Shelburne Subscribers, unless required otherwise to be a local telephone number by applicable law.
- (b) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.
- (c) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer service office is open for business, pursuant to Section 13.1 above, measured on a quarterly basis, under normal operating conditions.
- (d) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

#### **Section 13.2---CUSTOMER SERVICE CALL CENTER**

The Licensee shall maintain and operate a customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

### **Section 13.3--INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

- (a) The Licensee shall provide Cable Service(s), for new standard aerial installations, to Shelburne residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Standard underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).
- (b) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business day.
- (c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.
- (d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.
- (e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

### **Section 13.4---FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit 5 .

### **Section 13.5---BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as Exhibit 6, as the same may exist or be amended from time to time:

- 1(i) Notification of its Billing Practices;
- 2(ii) Notification of Services, Rates and Charges;
- 3(iii) Form of Bill;
- 4(iv) Advance Billing, Issuance of Bills;
- 5(v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- 6(vi) Charges for Disconnection or Downgrading of Service;
- 7(vii) Billing Disputes;
- (viii) Security Deposits.

### **Section 13.6---COMPLAINT RESOLUTION PROCEDURES**

- (a) The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:
- i. Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.
  - ii. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Shelburne with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.
- (c) Notwithstanding the foregoing, and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.
- (d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

### **Section 13.7---REMOTE CONTROL DEVICES**

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

### **Section 13.8---EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to display at all times an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, the licensee shall be considered to have missed the service visit.

### **Section 13.9---PROTECTION OF SUBSCRIBER PRIVACY**

- (a) The Licensee shall respect the rights of privacy of every Subscriber of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.
- (b) The Licensee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.
- (c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

### **Section 13.10---PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service or other Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

### **Section 13.11---MONITORING**

- (a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee other than as permitted herein.
- (b) The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

### **Section 13.12---DISTRIBUTION OF SUBSCRIBER INFORMATION**

(1) Licensee shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the Subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a person other than the Subscriber or Licensee.

(2) Licensee may disclose such information if the disclosure is:

(A) necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the Licensee to the Subscriber;

(B) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed;

(C) a disclosure of the names and addresses of Subscribers to any cable service or other service, if:

(i) the cable operator has provided the Subscriber the opportunity to prohibit or limit such disclosure, and

(ii) the disclosure does not reveal, directly or indirectly, the:

(I) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or

(II) the nature of any transaction made by the Subscriber over the Cable System;  
or;

(D) to a government entity as authorized in accordance with applicable law.

### **Section 13.13---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

### **Section 13.14---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) Unless otherwise required by applicable law, the Licensee shall make available for inspection by a Subscriber at a reasonable time and convenient place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) Unless otherwise required by applicable law, a Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) In accordance with applicable law, a Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed in writing to the Licensee. The Licensee shall correct any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

**Section 13.15---PRIVACY STANDARDS REVIEW**

The Issuing Authority and the Licensee shall periodically review this Article 13 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

## **ARTICLE 14**

### **REPORTS, AUDITS AND PERFORMANCE TESTS**

#### **Section 14.1---GENERAL**

- (a) Subject to paragraph (b) below, upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.
- (b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

#### **Section 14.2---FINANCIAL REPORTS**

- (a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.
- (b) The Licensee shall provide any other reports required by State and/or federal law.

#### **Section 14.3---CABLE SYSTEM INFORMATION**

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

#### **Section 14.4---IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with Section 13.1 and 13.4, the Licensee shall provide, upon the written request of the Issuing Authority, with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

#### **Section 14.5---INDIVIDUAL COMPLAINT REPORTS**

The Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

#### **Section 14.6---ANNUAL PERFORMANCE TESTS**

Upon written request, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

#### **Section 14.7---QUALITY OF SERVICE**

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

#### **Section 14.8---DUAL FILINGS**

To the extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

#### **Section 14.9---INVESTIGATION**

The Licensee and any Person(s) and/or entity subject to its control shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License. The Licensee shall also make good faith efforts to secure the cooperation of any other Affiliated Person(s) in any such lawful investigation, audit or inquiry.



## **ARTICLE 15**

### **EMPLOYMENT**

#### **Section 15.1--- EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall comply with all laws and regulations with respect to Equal Employment Opportunities.

#### **Section 15.2---NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

## **ARTICLE 16**

### **MISCELLANEOUS PROVISIONS**

#### **Section 16.1---ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

#### **Section 16.2---CAPTIONS**

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

#### **Section 16.3---SEPARABILITY**

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

#### **Section 16.4---ACTS OR OMISSIONS OF AFFILIATES**

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

#### **Section 16.5---RENEWAL LICENSE EXHIBITS**

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

#### **Section 16.6---WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State; and
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind

the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License.

#### **Section 16.7---FORCE MAJEURE**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; applicable environmental restrictions; unavailability of essential equipment, services and/or materials beyond the control of the Licensee; and any other matters beyond the reasonable control of the Licensee.

#### **Section 16.8---REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall make available to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

#### **Section 16.9---SUBSCRIBER TELEVISION SETS**

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

#### **Section 16.10---APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

#### **Section 16.11---NOTICES**

- (a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to:

Shelburne Board of Selectmen  
Shelburne Town Hall  
51 Bridge Street  
Shelburne Falls, MA 01370

with a copy to:

Falls Cable Corporation  
P.O. Box 47  
Shelburne Falls, MA 01370

or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the Town Counsel. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

- (b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice President of Government Affairs, Comcast Cable Communications, Inc., 3303 Main Street, Springfield, Massachusetts 01107, with a copy to the Vice-President of Government Relations, 676 Island Pond Road, Manchester, New Hampshire 03109, and a copy to: Comcast Cable Communications, Inc., Attn: Government Affairs, One Comcast Center, Philadelphia, PA 19103, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.
- (c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required in accordance with applicable law.
- (d) Subject to subsection (c) above, all required notices shall be in writing.

#### **Section 16.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY**

In accordance with Section 635A (a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

#### **Section 16.13---TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

#### **Section 16.14---TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

## EXHIBIT 1

### PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming;
- + Foreign Language Programming; and
- + Local Programming.

**For informational purposes**, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

{See Attached}

## EXHIBIT 2

### DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

Shelburne Town Offices	51 Bridge Street
Police Department	51 Bridge Street
Buckland-Shelburne Elementary School	75 Mechanic Street
Board of Selectmen's Office	51 Bridge Street
Town of Shelburne Band Shell	Mechanic Street
Teen Center at Cowell Gymnasium	51 Maple Street
Shelburne-Buckland Community Center	53 Main Street
Shelburne Senior Center	7 Main Street, Floor 1
Free Public Library	233 Shelburne Center Road
Shelburne Falls Visitor's Center	75 Bridge Street
Arms Library (Pratt Memorial Building)	100 Bridge Street
Shelburne Fire Department	18 Little Mohawk Road

### EXHIBIT 3

#### GROSS ANNUAL REVENUES REPORTING FORM COMCAST OF MASSACHUSETTS/VIRGINIA, INC.

##### TOWN OF SHELBURNE

Period: [enter period of which payment is based]

##### Totals

##### Totals by Service:

Basic Service Revenue	\$ [enter amount]	
Pay Service Revenue <sup>1</sup>	\$ [enter amount]	Other
Unregulated Revenue <sup>2</sup>	\$ [enter amount]	
Digital Revenue	\$ [enter amount]	
Subtotal:	\$ [enter subtotal]	

##### Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue \$ [enter total]

License Fee (5%) \$ [enter % of total]

Fee-on-Fee (5%) \$ [enter % of %]

License Fee Due \$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized Comcast Representative:

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT 4**

### **207 CMR 10.00 BILLING AND TERMINATION OF SERVICE**

#### **10.01: Billing Practices Notice**

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

#### **10.02: Services, Rates and Charges Notice**

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.



- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

#### 10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
- (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
  - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
  - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
  - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
  - (e) the amount of the bill for the current billing period, separate from any prior balance due;
  - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
- (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
  - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
  - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

#### 10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of

account for each billing period and a final bill at the time of disconnection.

#### 10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
  - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
  - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
  - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

#### 10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
  - (a) A subscriber requests total disconnection from cable service; or
  - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

#### 10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of

the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.

- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

#### 10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

## **EXHIBIT 5**

### **FCC CUSTOMER SERVICE OBLIGATIONS TITLE 47--TELECOMMUNICATION CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

#### **PART 76--CABLE TELEVISION SERVICE**

#### **Subpart H--General Operating Requirements**

##### **Sec. 76.309 Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

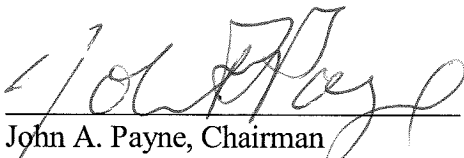
(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

**SIGNATURE PAGE**

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Shelburne, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts/Virginia, Inc. ("Comcast").

**The Shelburne Board of Selectmen,  
as Issuing Authority:**

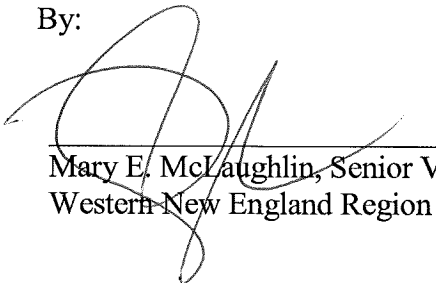
  
John A. Payne, Chairman

  
Robert A. Manners, Vice Chairman

  
Joseph J. Judd, Clerk

**Comcast of Massachusetts /Virginia, Inc.**

By:

  
Mary E. McLaughlin, Senior Vice President  
Western New England Region