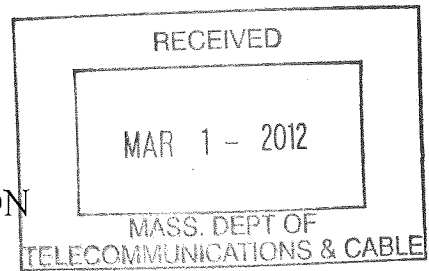


*Town of Williamstown, Massachusetts  
Renewal License*



CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

TIME WARNER NY CABLE LLC

d/b/a TIME WARNER CABLE

BY THE

BOARD OF SELECTMEN

TOWN OF WILLIAMSTOWN, MASSACHUSETTS

EXHIBITS

Franchise Fee  
Worksheet

Exhibit 1

Origination Sites

Exhibit 2

FCC Customer Service Obligations

Exhibit 3

AGREEMENT

This Agreement, made this February 6, 2012, between the Board of Selectmen of the Town of Williamstown, Massachusetts, as statutory Issuing Authority, and Time Warner NY Cable, LLC, d/b/a Time Warner Cable partnership.

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Williamstown, Massachusetts, pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, is authorized to grant one or more nonexclusive, revocable cable television renewal License to construct, upgrade, operate and maintain a cable television system within the Town of Williamstown; and

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

ARTICLE I  
DEFINITIONS

Section 1.1—DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given 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 Williamstown resident and/or any Persons affiliated with a Williamstown non-commercial institution to use designated 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 Issuing Authority and/or its designees, without charge, for the purpose of transmitting non commercial 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 to operate and be responsible for PEG access channel programming and operation, support, and facilities.

(4) Affiliate or Affiliated Person: When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(6) Board of Selectmen: The Board of Selectmen of the Town of Williamstown,

Massachusetts.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (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) and as may otherwise be amended.

(8) Cable 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 or use of such Video Programming or other programming services.

(9) 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 which includes Video Programming and which is provided to multiple Subscribers within the Town as fully defined in the Cable Act.

(10) Commercial Subscriber: Including but not limited to a subscriber who allows paying guests, customers, or members access to cable services whether or not such access is specifically charged for.

(11) Complaint: Any oral or written communication from a Subscriber, the primary purpose of which is to express dissatisfaction with the service, policies and/or procedures of the Licensee which can be resolved by the Licensee.

(12) 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.

(13) Department of Public Works ("DPW"): The Department of Public Works of the Town of Williamstown, Massachusetts.

(14) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(15) Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(16) FCC: The Federal Communications Commission, or any successor agency.

(17) Gross Annual Revenues: Revenue as determined in accordance with Generally Accepted Accounting Principles received by the Licensee and/or its Affiliates from the provision of Cable Service over the Cable Television System including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar fees; any other Subscriber cable fees and/or charges including, but not limited to, License Fees (i.e.: fee-on-fee); all Commercial Subscriber revenues; fees paid for Channels designated for commercial use; home-shopping revenues; Converter, remote control and other equipment rentals, leases or sales; advertising revenues less agency fees. 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 (based on the ratio of subscribers in the Town to the total number of subscribers in the system(s) covered by the particular advertising transaction), paid to the Cable System by an Affiliate or such other Person for said Affiliate's or such 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 derived directly or indirectly from, or in connection with, the operation of the System to provide cable service 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. 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 not include deposits, which deposits shall be returned to Subscribers. Gross Annual Revenues shall also not include any taxes imposed on the Services furnished by Licensee herein which are imposed directly on the subscriber or user by the local or governmental unit and collected by Grantee on behalf of that governmental unit.

(18) Headend: The electronic center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(19) Issuing Authority: The Board of Selectmen of the Town of Williamstown, Massachusetts.

(20) License Fee: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(21) Licensee: Time Warner NY Cable, LLC d/b/a Time Warner Cable, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(22) Normal Business Hours: Those hours during which most similar businesses in the Town are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

(23) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.

(24) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(23) Pedestal: A protection unit used in housing Cable Television System equipment and/or amplifiers.

(24) Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

(25) Prime Rate: The prime rate of interest as determined by the Federal Reserve Bank and published in the Wall Street Journal.

(26) Programming or Video Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(27) Public Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, Williamstown individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

(28) 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.

(29) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(30) Residential Subscriber: A subscriber who accesses the Cable System at home solely for the use of family members and personal guests.

(31) Signal: Any transmission of electromagnetic or optical energy which carries information from one location to another for the provision of Service.

(32) State: The Commonwealth of Massachusetts.

(33) Subscriber: Any Person, firm, corporation or other entity in the Town who or which elects to subscribe to, for any purpose, a Cable Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(34) Subscriber Network: The Cable System to be operated by the Licensee, over which Signals can be transmitted to Subscribers, as more fully described in Section 4.1 infra.

(35) Town: The Town of Williamstown, Massachusetts.

(36) Town Attorney: The Town Attorney of the Town of Williamstown, Massachusetts.

(37) Transfer: The disposal by the Licensee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of the ownership resulting in a change of control of the System or of this Renewal License, to a Person or a group of Persons.

(38) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(39) 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.

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 Williamstown, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television Renewal License to the Licensee, authorizing and permitting the Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the Town of Williamstown.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended; the Cable Act; the regulations of the FCC; and all statutes and by-laws of general application of the United States, the Commonwealth of Massachusetts and, to the extent not inconsistent with the terms of this License, the Town.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee, the right to construct, upgrade, install, operate and maintain a 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 Williamstown within the municipal boundaries and subsequent additions thereto, including property over 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 Television Service in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Williamstown. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with 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 Way and places. Any references 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.

### Section 2.2—TERM OF RENEWAL LICENSE

The term of this Renewal License shall be for ten (10) years, commencing upon acceptance by Licensee, unless sooner terminated as provided herein or surrendered.

### Section 2.3—NON-EXCLUSIVITY OF THE 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 Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a cable television system within the Town of Williamstown; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any lawful purpose. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) No future License shall be granted on terms or conditions more favorable or less burdensome than those contained herein. In the event a future License is granted on terms or conditions more favorable or less burdensome than those contained herein, then the parties will

undertake the license amendment procedure set forth at 207 CMR sec. 3.07 et. seq., as it may from time to time be amended.

#### Section 2.4—CHANGE IN LAW

In the event any change to state or federal law occurring during the term of this License materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Town in a way that reduces the regulatory or economic burdens for such person when compared to the terms of this Franchise, then, at Licensee's request, Issuing Authority shall agree with Licensee to amend this License as provided in the regulations cited in Section 2.3(b) above to similarly reduce the regulatory or economic burdens on Licensee. It is the intent of this section that, at Licensee's election, Licensee shall be subject to no more burdensome regulation or provided lesser benefits under this License than any other persons that might construct, operate or maintain a cable system in the Town.

#### Section 2.5--POLICE AND REGULATORY POWERS

By executing this Renewal License, the Town does not waive its rights to exercise the police powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police power shall be resolved consistent with applicable law.

#### Section 2.6—REMOVAL OR ABANDONMENT

Upon termination of this Renewal License without right of renewal by passage of time or otherwise, and unless (1) the Licensee renews its License for another term or (2) the Licensee Transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate. Any costs incurred by the Town resulting from the removal, site restoration, and/or abandonment of the Cable System, shall be paid to the Town by the Licensee upon request.

#### Section 2.7—AMENDMENT BY MUTUAL AGREEMENT

This Renewal License may only be amended by the mutual agreement of the Issuing Authority and the Licensee, in writing, following the procedures set forth in 207 CMR sec. 3.07 et. Seq., duly executed and signed by both parties, and attached hereto and made a part of this Renewal License.

### ARTICLE 3 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

#### Section 3.1—RESTRICTIONS AGAINST TRANSFERS

(a) Neither this license nor control thereof shall be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a hearing upon a written



application therefor on forms to be prescribed by applicable law or regulations. 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.

(b) For purposes of this section 3.1, the definitions for sale or transfer of a cable license found in MGL c. 166A sec. 7, and 207 CMR sec. 4.01, as they may from time to time be amended, shall govern.

### Section 3.2—APPROVAL PROCEDURE

(a) The Licensee shall promptly notify the Issuing Authority of any action or proposed action requiring the consent of the Issuing Authority pursuant to this Article 3.

(b) The Licensee shall submit to the Issuing Authority an original of its FCC Form 394 (or such other or successor form used to request consent to any such Transfer or assignment), which form shall fully describe the action or proposed action and clearly state the basis on which the Transfer or assignment should be approved.

(c) The consent of the Issuing Authority shall be given only after a public hearing to consider the written request for Transfer. The Issuing Authority shall complete review of the request for Transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for Transfer. If the Issuing Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless the requesting party and the Issuing Authority agree to an extension of time.

(d) For purposes of determining whether it shall consent to any such change of control and ownership, the Issuing Authority shall inquire into the legal, financial, and technical qualifications of the prospective controlling or owning Person, and including, but not limited to, such Person's cable-related experience, if any, in other communities, any and all matters relative to the ability and likelihood of such Person adhering to all of the terms and conditions of this Renewal License.

(e) In accordance with applicable law, at any time during the issuing Authority's review process, the Issuing Authority reserves the right to require additional supporting documentation from the Licensee or any other Person involved in the action or proposed action. The Licensee shall provide all requested assistance to the Issuing Authority in accordance with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all other Persons involved in such action.

### Section 3.3—CONDITIONS RELATED TO TRANSFER

Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

### Section 3.4—NO WAIVER OF RIGHTS

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 the Renewal License.

#### Section 3.5—RENEWAL LICENSE SIGNATORY

Any approval by the Issuing Authority of Transfer of ownership or control of the Cable System shall be contingent upon the prospective transferee and/or controlling Person or party becoming a signatory to the Renewal License.

### ARTICLE 4 SYSTEM DESIGN

#### Section 4.1—SUBSCRIBER NETWORK

(a) Licensee shall continue to maintain the Cable System in the Town at a capacity of at least 860 MHz.

(b) The Licensee shall transmit all of its Signals to Subscribers in stereo, provided that such Signals are delivered to the Licensee in stereo.

(c) The Licensee shall deliver, at no charge to Subscribers or the Town, closed-captioned programming on all channels providing such options.

#### Section 4.2—EMERGENCY ALERT SYSTEM

The Licensee shall comply with the Emergency Alert System in accordance with the requirements of the FCC at 47 C.F.R., Part 11. The Licensee shall cooperate with the Issuing Authority to ensure the distribution of all emergency communications to Subscribers.

#### Section 4.3—PARENTAL CONTROL CAPACITY

Subject to applicable regulations, the Licensee shall provide Subscribers, upon request, with the capacity to control the reception of any channels being received on their television sets.

#### Section 4.4—SIGNAL QUALITY

The system design of the Cable Television System shall conform to all applicable FCC technical specifications.

#### Section 4.5—STAND-BY POWER

The Licensee shall maintain three (3) hour, stand-by power at the Headend Facility and critical node facilities. Such stand-by power at the Headend shall have continuous capability, contingent upon availability of fuel necessary to operate generators, shall become activated automatically upon the failure of normal power supply.

### ARTICLE 5 CONSTRUCTION, INSTALLATION, LINE EXTENSION AND MAINTENANCE STANDARDS

Section 5.1—LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall construct, upgrade, install, operate and maintain the Cable Television System within the Town of Williamstown. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and any other obstructions shall be in accordance with applicable Town by-laws and regulations.

Section 5.2—SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable Service available to all residents in the Town, subject to Section 5.2(b) and Section 5.3 below.

(b) Installation charges shall be non-discriminatory. Any dwelling unit within two hundred (200) feet of the Licensee's nearest feeder cable(s) shall be entitled to a standard installation rate. Any installation in excess of 200' shall be provided upon payment of the Licensee's customary charge, for those portions in excess of 200'.

(c) During the term of this License, Licensee and Issuing Authority agree that Licensee shall make available to the Town cable services substantially similar to those available to other communities in the Northern Berkshire area served by Licensee.

Section 5.3—LINE EXTENSION

(a) The Cable Television System shall be extended automatically, from existing cable plant to any and all areas of the Town containing twenty-five (25) residences per aerial mile of cable plant or fractional proportion thereof. Said service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after the Licensee's receipt of permission to attach cable to poles.

(b) 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 request of the prospective Subscribers in such areas and based upon the following cost calculation: If a request for an extension into a residential area requires the construction of the cable plant which does not contain the twenty-five (25) residences per aerial mile of cable plant or a fractional part thereof, the Licensee and the potential Subscriber will each be responsible for their proportionate share of construction costs. Such costs will be determined using the following formula:

$$C/LE - (\text{minus}) CA/P = SC$$

- C is the cost of constructing new cable television plant from the termination of existing cable television plant.
- CA is the actual cost of construction per mile in the existing service area
- LE is the number of homes requesting cable service in the proposed extension area
- P is the twenty five homes per linear mile of cable plant
- SC is the per subscriber contribution in aid of construction in the line extension area

The formula reads as follows: (C divided by LE) minus (CA divided by P) equals SC.

- (c) Any potential residential Subscriber located in an area of the Town without cable television service may request such service from the Licensee. In areas meeting the requirements of Section 5.3(b) above, the Licensee shall extend service to the area promptly, but in no case later than sixty (60) days after the Licensee's receipt of permission to attach cable to poles. The Licensee shall expeditiously seek all necessary permits. In those areas with less than twenty-five (25) residences per aerial mile, the Licensee shall, within thirty (30) days following a request for service, conduct a survey to determine the number of homes in the immediate area and shall inform each potential Subscriber of the total cost of the extension and the range of possible contributions (see Section 5.3(b) above) that will be charged. The Licensee shall apply for permission to attach cables to poles within fourteen (14) days of receiving the contribution(s) from prospective Subscribers. Cable Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution within sixty (60) days of the Licensee's receipt of permission to attach cables to poles.

#### Section 5.4—UNDERGROUND FACILITIES

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 or are required to be placed underground by the Town, the Licensee shall likewise place its facilities underground. Underground cable lines shall be placed beneath the pavement subgrade. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and available on reasonable terms and conditions and that underground installation is preferable to the placement of additional poles, all other factors being equal.

#### Section 5.5—TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, public ways and places, and private property in the Town. The Licensee shall comply with all rules established by the Issuing Authority or its designee during the term of this Renewal License regarding tree trimming. All tree and/or root trimming and/or pruning provided for herewith shall be done pursuant to appropriate regulations of the Town.

#### Section 5.6—RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, 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 5.7—TEMPORARY RELOCATION

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 Licensee shall be given reasonable notice necessary to maintain continuity of service.

#### Section 5.8—DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the Issuing Authority and/or the Town, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee 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 5.9—SAFETY STANDARDS

(a) The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Commission and the FCC, all building and zoning codes, and all land use restrictions as the same exist or may be amended hereafter.

(b) The Issuing Authority shall have the authority 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 authority to remove or relocate the same, which cost the Licensee shall reimburse to the Town.

#### Section 5.10—PEDESTALS

In any cases in which Pedestals are to be utilized in Town Public Ways, such equipment shall be installed in compliance with generally applicable requirements.

#### Section 5.11—PRIVATE PROPERTY

The Licensee shall be subject to all generally applicable laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System without charge to the Issuing Authority or the affected Subscriber(s).

#### Section 5.12—RIGHT TO INSPECTION OF CONSTRUCTION

The Town or its designee shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this Renewal License. Any such inspection shall not interfere with the Licensee's operations and shall be conducted during Licensee's regular business hours.

#### Section 5.13—CONSTRUCTION MAPS

At the request of the Issuing Authority, the Licensee shall make available for inspection to the Issuing Authority or its designee for inspection in Williamstown accurate strand maps of all existing and newly constructed plant. If changes are made in the Cable System, the Licensee shall make available for inspection updated maps or appropriate drawings annually, not later than fifteen (15) days after each anniversary of the effective date of this Renewal License.

#### Section 5.14—SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt service for the purpose of repairing or testing the Cable Television System, only during periods of minimal use, and, if practical, only after notice to all affected Subscribers. The Licensee shall, upon written request by the issuing Authority or the Cable Advisory Committee, provide a written explanation of any service outages in the Town.

#### Section 5.15—COMMERCIAL ESTABLISHMENTS

The Licensee shall make available its Cable Service(s) to any commercial establishments in the Town, along its cable routes; provided, however, that in the event that there are any exceptional costs, such as excessive undergrounding or distance from existing Cable System plant in excess of two hundred (200) aerial feet, associated with providing such Cable Service, the parties are able to reach a reasonable agreement regarding the terms and costs of installation and monthly service and that the Licensee has reasonable access to conduits, poles and/or other appropriate facilities in order to serve such commercial establishments.

### ARTICLE 6 SERVICES AND PROGRAMMING

#### Section 6.1—BASIC SERVICE

The Licensee shall provide a Basic Service which shall include at least: (1) all broadcast television Signals in the Williamstown, Massachusetts area which are required to be carried by a cable television system serving the Town pursuant to statute or regulation; and (2) the PEG Access Channels for public, educational and governmental access use as required by Section 7.1 of this Renewal License.

#### Section 6.2—PROGRAMMING

(a) The Licensee shall provide the Issuing Authority and all Subscribers with thirty (30) days advance written notice of any change in its Williamstown Programming line-up as required by applicable law, if the change is within the control of the Licensee.

#### Section 6.3—LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 6.4—SUBSCRIBER EQUIPMENT/CABLE COMPATIBILITY

(a) The Licensee shall fully comply with any applicable federal equipment compatibility regulations.

Section 6.5—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 or upon revocation of this License.

Section 6.6—FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

Upon written request of the Issuing Authority the Licensee shall provide one Subscriber Network Drop and the monthly Basic Service, without charge, to all public primary and secondary schools, police and fire stations, public libraries, and Town of Williamstown buildings used for municipal government purposes, provided such are located along the cable route (within 200 feet). Upon request, the Licensee shall provide the Town, at Licensee's customary monthly rate, with cable and/or equipment in order that the Town can install its own additional Drops and/or Outlets. The Licensee shall provide said Drops and Basic Service within sixty (60) days of a written request by the Issuing Authority.

ARTICLE 7  
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS  
CHANNELS AND CAPITAL FUNDING

Section 7.1—PEG ACCESS CHANNELS

(a) Licensee shall continue to make available three (3) full-time Downstream Channels and full-time Upstream capacity for inserting programming on 2 PEG channels], for the use of the Issuing Authority, its designee(s), the Town and/or PEG Access Users. Said PEG Access Channels shall continue to be located in the Licensee's Basic Service tier.

(b) Said channels shall be allocated for Public, Educational, and/or Governmental Access use(s). Once established, in the event that a PEG Access Channel location change is necessary, the Licensee shall (i) notify the Issuing Authority or its designee(s) in writing of such change in advance; and (ii) assist the Issuing Authority or its designee(s) advising customers of any such new channel location(s).

(c) Except as provided by applicable law, there shall be no charges to the Issuing Authority, its designees and/or the Town and/or Subscribers for use of said PEG Access Channels.

(d) The Licensee shall not move or otherwise relocate the channel locations of the three (3) PEG Access Channels, once established, without thirty (30) days advance, written notice to the Issuing Authority and the Access Corporation. In the event that the Licensee does relocate a PEG Access Channel, the Licensee shall reimburse the Access Corporation for its reasonable