

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

MEDIAONE OF PIONEER VALLEY, INC.

OCTOBER 6, 1998

THE BOARD OF SELECTMEN

TOWN OF SHELBURNE,

MASSACHUSETTS

-Town of Shelburne Cable Television Renewal License-

**ARTICLE 1
DEFINITIONS**

Section 1.1	Definitions	2
-------------	-------------	---

**ARTICLE 2
GRANT OF RENEWAL LICENSE**

Section 2.1	Grant of Renewal License	8
Section 2.2	Term of Renewal License	8
Section 2.3	Non-Exclusivity of Renewal License	9
Section 2.4	Police and Regulatory Powers	10
Section 2.5	Removal or Abandonment	10
Section 2.6	Transfer of the Renewal License	11
Section 2.7	Effect of Unauthorized Transfer Action	11

**ARTICLE 3
SYSTEM DESIGN**

Section 3.1	Subscriber Network	13
Section 3.2	Interconnection with Greenfield and Shelburne	13
Section 3.3	Emergency Alert System	14
Section 3.4	Parental Control Capability	14

**ARTICLE 4
LINE EXTENSION**

Section 4.1	General Policy	15
Section 4.2	New Areas To Be Constructed	15
Section 4.3	Line Extension Policy	15

-Town of Shelburne Cable Television Renewal License-

Section 4.4	Line Extension Procedures	16
Section 4.5	Line Extension For Commercial Establishments	17

**ARTICLE 5
MAINTENANCE AND OPERATION**

Section 5.1	Location of Cable Television System	18
Section 5.2	Underground Facilities	18
Section 5.3	Tree Trimming	18
Section 5.4	Restoration To Prior Condition	19
Section 5.5	Temporary Relocation	19
Section 5.6	Disconnection and Relocation	19
Section 5.7	Safety Standards	19
Section 5.8	Pedestals	19
Section 5.9	Private Property	20
Section 5.10	Right to Inspection of Construction	20
Section 5.11	Construction Maps	20
Section 5.12	Service Interruption	20
Section 5.13	"Dig Safe"	21

**ARTICLE 6
SERVICES AND PROGRAMMING**

Section 6.1	Basic Service	22
Section 6.2	Programming	22
Section 6.3	VCR/Cable Compatibility	22

-Town of Shelburne Cable Television Renewal License-

Section 6.4	Continuity of Service	23
Section 6.5	Free Drops, Outlets and Monthly Service To Public Buildings and Schools	23
Section 6.6	Changes in Cable Television Technology	24
Section 6.7	FCC Social Contract	24

**ARTICLE 7
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT**

Section 7.1	Public, Educational and Governmental Access	25
Section 7.2	Access Corporation	25
Section 7.3	PEG Access Channels	25
Section 7.4	Annual Support For PEG Access	26
Section 7.5	PEG Access Equipment/ Facilities Funding	27
Section 7.6	Equipment Ownership	28
Section 7.7	Origination Locations	28
Section 7.8	Recomputation	28
Section 7.9	PEG Access Payments	29
Section 7.10	PEG Access Channels Maintenance	29
Section 7.11	Access Cablecasting	29
Section 7.12	Censorship	29

**ARTICLE 8
LICENSE FEES**

Section 8.1	License Fee Entitlement	30
Section 8.2	Payment	30
Section 8.3	Other Payment Obligations And Exclusions	30
Section 8.4	Late Payment	31
Section 8.5	Recomputation	31
Section 8.6	Affiliates Use of System	32
Section 8.7	Affiliates Use of System	32

**ARTICLE 9
RATES AND CHARGES**

Section 9.1	Rate Regulation	33
Section 9.2	Notification of Rates and Charges	33
Section 9.3	Publications and Non-Discrimination	33
Section 9.4	Credit For Service Interruption	33
Section 9.5	Senior Citizen Discount	33

**ARTICLE 10
INSURANCE AND BONDS**

Section 10.1	Insurance	34
Section 10.2	Performance Bond	35
Section 10.3	Reporting	36
Section 10.4	Indemnification	36

-Town of Shelburne Cable Television Renewal License-

Section 10.5	Notice of Cancellation or Reduction of Coverage	36
--------------	---	----

**ARTICLE 11
ADMINISTRATION AND REGULATION**

Section 11.1	Regulatory Authority	37
Section 11.2	Performance Evaluation Hearings	37
Section 11.3	Nondiscrimination	38
Section 11.4	Emergency Removal of Plant	38
Section 11.5	Removal and Relocation	38
Section 11.6	Inspection	38
Section 11.7	Jurisdiction	38

**ARTICLE 12
DETERMINATION OF BREACH
LIQUIDATED DAMAGES-LICENSE REVOCATION**

Section 12.1	Determination of Breach	39
Section 12.2	Liquidated Damages	40
Section 12.3	Revocation of the Renewal License	41
Section 12.4	Termination	41
Section 12.5	Notice of Legal Action	41
Section 12.6	Non-Exclusivity of Remedy	41
Section 12.7	No Waiver-Cumulative Remedies	41

**ARTICLE 13
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

Section 13.1	Customer Service Office	43
Section 13.2	Telephone Access	43
Section 13.3	Answering Service	44
Section 13.4	Installation Visits-Service Calls - Response Time	44
Section 13.5	FCC Customer Service Obligations	45
Section 13.6	Business Practice Standards	45
Section 13.7	Complaint Resolution Procedures	46
Section 13.8	Remote Control Devices	46
Section 13.9	Employee Identification Cards	46
Section 13.10	Protection of Subscriber Privacy	47
Section 13.11	Privacy Written Notice	47
Section 13.12	Monitoring	47
Section 13.13	Distribution of Subscriber Information	48
Section 13.14	Information With Respect to Viewing Habits and Subscription Decisions	48
Section 13.15	Subscriber's Right to Inspect and Verify Information	48
Section 13.16	Privacy Standards Review	49

**ARTICLE 14
REPORTS, AUDITS AND PERFORMANCE TESTS**

Section 14.1	General	50
--------------	---------	----

-Town of Shelburne Cable Television Renewal License-

Section 14.2	Financial Reports	50
Section 14.3	Cable System Information	50
Section 14.4	In-House Telephone Reports	51
Section 14.5	Individual Complaint Reports	51
Section 14.6	Annual Performance Test	51
Section 14.7	Quality of Service	51
Section 14.8	Dual Filings	51
Section 14.9	Investigation	

**ARTICLE 15
MISCELLANEOUS PROVISIONS**

Section 15.1	Entire Agreement	52
Section 15.2	Captions	52
Section 15.3	Separability	52
Section 15.4	Acts or Omissions of Affiliates	52
Section 15.5	Renewal License Exhibits	52
Section 15.6	Warranties	53
Section 15.7	Force Majeure	53
Section 15.8	Removal of Antennas	53
Section 15.9	Subscriber Television Sets	53
Section 15.10	Applicability of Renewal License	54
Section 15.11	Notices	54
Section 15.12	No Recourse Against the Issuing Authority	54

-Town of Shelburne Cable Television Renewal License-

Section 15.13	Town's Right of Intervention	55
Section 15.14	Term	55

EXHIBITS

Department of Public Works Procedures	Exhibit 1
Programming and Initial Signal Carriage	Exhibit 2
VCR Policies And Options	Exhibit 3
Free Drops and Monthly Service to Public Buildings and Schools	Exhibit 4
Gross Annual Revenues Reporting Form	Exhibit 5
207 CMR 10.00	Exhibit 6
FCC Customer Service Obligations	Exhibit 7

-Signature Page-

AGREEMENT

This Cable Television Renewal License entered into this 6th day of October, 1998, by and between MediaOne of Pioneer Valley, Inc., ("MediaOne"), a Delaware corporation, 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 January 12, 1998 to 1) ascertain the future cable related community needs and interests of Shelburne, and 2) review the performance of MediaOne during its current license term; and

WHEREAS, MediaOne submitted a license renewal proposal to the Town of Shelburne, dated April 13, 1998, for a renewal license to operate and maintain a Cable Television System in the Town of Shelburne; and

WHEREAS, the Issuing Authority and MediaOne 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 MediaOne; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Shelburne to grant a non-exclusive renewal license to MediaOne.

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 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 Shelburne resident and/or any persons affiliated with a Shelburne 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 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 Service: Any Service distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all broadcast Signals required to be carried on Basic Service pursuant to federal law. "

(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).

-Town of Shelburne Cable Television Renewal License-

(9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

(10) 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 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 which includes Video Programming and which is provided to multiple subscribers within the Town.

(12) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(13) 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.

(14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Shelburne, Massachusetts.

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

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

(17) Educational Access Channel: 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.

(18) Effective Date of the Renewal License (the "Effective Date"): October 6, 1998.

(19) Execution Date of the Renewal License (the "Execution Date"): October 6, 1998.

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

(21) Franchise-Related Cost Settlement ("FRC Settlement"): The Franchise-related Cost Settlement Agreement between MediaOne of Massachusetts, Inc. and a number of municipalities, which Agreement was accepted by the Cable Division, dated November 13, 1997.

(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.

-Town of Shelburne Cable Television Renewal License-

(23) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television 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; revenues received from the provision of Internet services; 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. 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, 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 derived directly or indirectly from or in connection with the operation of the Cable System 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 consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. 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.

(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) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk.

(26) Internet: The world-wide computer network.

(27) Issuing Authority: The Board of Selectmen of the Town of Shelburne, Massachusetts.

(28) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(29) License 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.

(30) Licensee: MediaOne of Pioneer Valley, Inc. ("MediaOne") or any successor or transferee in accordance with the terms and conditions in this Renewal License.

-Town of Shelburne Cable Television Renewal License-

- (31) Local Origination Programming: Local programming produced and/or cablecast by the Licensee, but not including PEG Access Programming.
- (32) Multichannel Video Programming Provider: A Person who or which makes available to residents in Shelburne multiple channels of Video Programming.
- (33) NCTA: The acronym for the National Cable Television Association.
- (34) NTSC: The acronym for National Television Systems Committee.
- (35) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.
- (36) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (37) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.
- (38) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.
- (39) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (40) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (41) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- (42) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (43) Prime Rate: The prime rate of interest at BankBoston.
- (44) 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.
- (45) 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

-Town of Shelburne Cable Television Renewal License-

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.

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

(47) 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.

(48) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(49) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(50) Social Contract: The contractual agreement between the FCC and the Licensee, dated August 1, 1995, at FCC 95-335, as amended by the FCC on August 23, 1996, at FCC 96-358.

(51) State: The Commonwealth of Massachusetts.

(52) 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 Television System.

(53) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers; until that time, the minimum 270 MHz Cable Television System.

(54) Town: The Town of Shelburne, Massachusetts.

(55) Town Counsel: The Town Counsel of the Town of Shelburne, Massachusetts.

(56) 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.

(57) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(58) 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.

(59) VCR: The acronym for video cassette recorder.

-Town of Shelburne Cable Television Renewal License-

(60) Video Programming or Programming: Programming provided by, or generally considered 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 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 operate 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 October 6, 1998 and expiring on October 6, 2008, 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 licensees) 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 licensees) 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 licensees) 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 licensees) 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.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(b)(i) above.

(c) The issuance of additional licensees) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Provider, which is (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

-Town of Shelburne Cable Television Renewal License-

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 13.1 infra.

(ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(d)(i) above.

(iv) As of the Effective Date of this Renewal License, the parties hereto agree that any potential Multichannel Video Programming Provider(s), which are (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

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, attached hereto as Exhibit 1, 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 favor of the latter.

Section 2.5--- REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding such abandonment, the Town may have all such abandoned plant removed from the Public Ways, the reasonable costs of such removal to be paid by the Licensee.

Section 2.6--- TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed 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.

(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 five (5) copies, 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 only 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 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 been effected, the Issuing Authority may revoke and terminate this Renewal License.

-Town of Shelburne Cable Television Renewal License-

(c) If the Issuing Authority denies its consent to a transfer request and/or the Licensee transfers this Renewal License without the consent of the Issuing Authority, in the event that the Licensee appeals such denial to a Court of competent jurisdiction and/or such other appropriate agency with jurisdiction over such matter(s), and such denial is upheld, the Licensee shall reimburse the Town for all reasonable attorney fees incurred by the Town as a result of such appeal(s). The Licensee shall reimburse the Town within fourteen (14) business days of receiving a written request for reimbursement.

(d) The grant or waiver of anyone 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) No later than December 31, 2000, the Licensee shall make available to all residents of the Town a minimum 750 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) analog NTSC video channels in the downstream direction and four (4) analog NTSC video channels in the upstream direction. Said 750 MHz Cable System shall be designed for 550 MHz of analog Signal transmissions, with 200 MHz reserved for future digital or analog transmissions, which may be subject to change at the discretion of the Licensee. Until the 750 MHz Subscriber Network has been constructed and made available to all Subscribers, the Licensee shall continue to operate and maintain its 270 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) Within three (3) months of completing and activating its 750 MHz Subscriber Network, the Licensee shall remove its 270 MHz subscriber network from the Public Ways; provided, however, that the Licensee may retain those portions of said 270 MHz cable system that can be utilized during the renewal term; provided, further, that 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 & SHELBURNE

(a) No later than December 31, 2000, the Licensee shall construct, activate, maintain and operate a hard-wire connection between Shelburne and Greenfield and Buckland in order for said communities to exchange PEG Access Programming. There shall be no charge to the Town and/or the Access Corporation nor pass-through of any such costs to Subscribers, on account of the construction and operation of said hard-wire interconnection.

(b) The Licensee shall integrate automated switching capabilities into the design and construction of said Interconnection, where and when necessary, without cost to the Town and/or the Access Corporation, nor pass-through of any such costs to Subscribers. Manual switching shall be the responsibility of the Town and/or the Access Corporation.

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 provide, upon request and at the Licensee's cost, Subscribers with the 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 feet (200') from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2--- NEW AREAS TO BE CONSTRUCTED

(a) Notwithstanding Sections 4.3 and 4.4 below, the Licensee shall construct, install, activate and operate its Cable System on the following Public Ways in the Town, no later than December 31, 2000:

- + Little Mohawk Road (.3 mile with 8 homes);
- + Frank Williams Road (1 mile with 23 homes);
- + Old Village Road (.5 mile with 12 homes); and
- + Mohawk Trail (1 mile with 18 homes).

(b) There shall be no charges to the Town for such new construction, nor shall the Licensee in any manner pass-through to Subscribers the cost(s) of such new construction, installation, activation and/or operation.

Section 4.3--- LINE EXTENSION POLICY

(a) Notwithstanding, and in addition to, Section 4.2 above, 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 thirty (30) subscribers per aerial mile of cable plant or fractional proportion thereof, and/or sixty (60) subscribers per underground mile of cable plant or fractional proportion thereof. The Licensee shall file for all necessary permits no later than sixty (60) days after receipt of a Subscriber's request. The Licensee shall expeditiously seek all necessary permits. Said service shall be made available and fully activated to requesting subscribers no later than ninety (90) days after all necessary permits are obtained.

(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 the request of the prospective Subscribers 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

subscribers in such area minus the costs extending service to the subscriber in an area that meets the thirty (30) Subscribers per aerial mile of cable plant and/or fractional proportion thereof, or sixty (60) Subscribers per underground mile of cable plant or fractional proportion thereof density requirement specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of cable service in that particular area of the Town, or

$$C/LE - CA/P = SC$$

- * C equals the cost of construction of new plant from the termination of existing cable plant;
- * CA equals the average cost of construction per mile in the primary service area;
- * P equals the 30 Subscribers per linear mile of aerial plant, or 60 Subscribers per linear mile of underground plant; and
- * SC equals the per Subscriber contribution in aid of construction in the line extension area.

(c) 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 4.4--- **LINE EXTENSION PROCEDURES**

(a) Any potential 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 4.3 (a) and (b) above, the Licensee shall extend service to the area promptly, but in no case later than ninety (90) days after all necessary permits are obtained. The Licensee shall expeditiously seek all necessary permits. In those areas with less than thirty (30) Subscribers per aerial mile and/or sixty (60) Subscribers per underground mile, the Licensee, shall, within forty-five (45) 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 possible contribution in aid of construction (see Section 4.3 (b) above) that will be charged. The Licensee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable television service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution in aid of construction within ninety (90) days of receipt of pole attachment agreements by the Licensee.

(b) During the three (3) year period commencing with the completion of any particular line extension contemplated in subsection (a) above, the Licensee shall pay a pro-rata refund, less any appropriate administrative costs incurred by the Licensee, to any previous Subscribers who made a contribution in aid of construction, as new Subscribers, who make a contribution in aid, are added to that particular line extension; provided, however, that the Licensee need only make good faith efforts to locate such previous Subscribers.

-Town of Shelburne Cable Television Renewal License-

(c) The amount of refund shall be determined by application of the line extension formula, contained in Section 4.3 (b) above, reducing the per capita contribution in aid of construction each time a new Subscriber is added. Any refunds shall be paid annually to Subscribers, or former Subscribers, entitled to receive such a refund. The Licensee shall make available to the Issuing Authority or its designee(s), upon request, on an annual basis, the names, addresses and exact contribution in aid of construction of each new Subscriber in a line extension area. In the event that the Licensee is unable to locate Subscribers entitled to a refund, said refund, less administrative costs, shall be returned or credited to existing Subscribers in said line extension area, on a pro-rata basis.

Section 4.5--- LINE EXTENSION FOR COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Television Service(s), subject to its programming agreements, available to all commercial establishments in the Town, along its cable routes; provided, however, that if there are any unusual costs associated with providing Service to such establishments, the prospective commercial Subscriber shall pay such costs; provided, further, that the Licensee has reasonable access to conduits, poles and/or other appropriate facilities.

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 sale 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 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

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 paid by the Licensee, unless otherwise required or permitted by applicable law. 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 NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Cable Division and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 5. 8--- PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town 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.

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. The Licensee shall be in compliance with the National Electrical Code in the course of constructing, installing, operating and maintaining underground and overhead cable. Such cable shall be buried a minimum of eighteen inches (18") below the surface.

Section 5.10 --- RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee(s) shall have the right 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). Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

Section 5.11 --- CONSTRUCTION MAPS

The Licensee shall file with the Issuing Authority strand maps of all final constructed Cable System plant in a format identified by the Issuing Authority or its designee(s). If changes are made in the Cable System, the Licensee shall file updated maps annually, not later than fourteen (14) days after each anniversary of the Effective Date of this Renewal License.

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) hours notice to all affected Subscribers, given over at least one (1) of the Cable System's channels.

-Town of Shelburne Cable Television Renewal License-

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 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 2, attached hereto and made a part hereof. Pursuant to federal law, all programming decisions, including the programming listed in Exhibit 2, attached hereto, are at the sole discretion of the Licensee.

(b) 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 --- VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except two scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License. Attached hereto, as Exhibit 3, are the different options available to VCR owners for installing VCRs to be compatible with the Cable System. The Licensee shall make these options available to all Subscribers in writing with the applicable charges, if any, no later than the Effective Date of this Renewal License.

(b) To further ensure the maximum functioning of VCRs, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.5(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening

-Town of Shelburne Cable Television Renewal License-

relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(d) The Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers. The Licensee shall inform its Subscribers of which of its services requires a Converter and which of its services do not require a Converter.

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) free Subscriber Cable Drop and Outlet and monthly Service, except for any Pay Cable and/or pay-per-View Programming, to all police and fire stations, public schools, public libraries and other public buildings along the Cable System plant route included in Exhibit 4, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System plant route as designated 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 installation and provision of monthly Service and related maintenance.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the Town and/or the Access Corporation, if required for the reception of monthly 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.

-Town of Shelburne Cable Television Renewal License-

(c) 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.

Section 6.6 --- CHANGES IN CABLE TELEVISION TECHNOLOGY

(a) At the performance evaluation hearing(s), pursuant to Section 11.2 infra, at the Issuing Authority's request, the Licensee shall review with the Issuing Authority changes in relevant cable television technology (as defined below) that might benefit Shelburne Subscribers. For purposes of this section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said annual hearing. Such technologies shall include, but not be limited to, Subscriber Converters optimally compatible with VCRs and cable-ready television sets, high-definition television, digital compression, remote control devices and new Scrambling/descrambling processes.

(b) Notwithstanding the annual requirements of paragraph (a) above, the Licensee shall keep the Issuing Authority up-to-date on those technological developments that will have an impact on Shelburne Subscribers including, but not limited to, new Subscriber equipment for the home.

Section 6.7 --- FCC SOCIAL CONTRACT

The Licensee shall give the Issuing Authority written notice of the expiration of the FCC Social Contract, a minimum of one (1) year prior to said expiration. Said notice shall include a statement as to the effect of said expiration on Shelburne Subscribers and shall describe the Licensee's plans to, among other things, continue or discontinue providing free Internet access service(s) to the Mohawk Trail Regional School District.

ARTICLE 7

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT**

Section 7.1 --- PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

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

Section 7.2 --- 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) Upon the Effective Date of this Renewal License, the Licensee shall continue to make available to the Access Corporation one (1) Downstream Channel and one (1) Upstream Channel for PEG Access purposes.

-Town of Shelburne Cable Television Renewal License-

(b) Upon completion of the 750 MHz Subscriber Network, the Licensee shall make available to the Access Corporation one (1) additional Downstream Channel and one (1) additional Upstream Channel; provided, however, that said additional Upstream Channel shall be made available if the Licensee, at its sole discretion, in good faith, has such additional Upstream Channel available.

(c) 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.

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

Section 7.4 --- ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide annual funding to the Access Corporation, for PEG Access purposes, to be used for, among other things, salary, operating and other related expenses connected with PEG Access programming and operations. The following annual funding shall not include applicable license fees to the Town, the State and/or the FCC:

- + YEAR ONE: Two Percent (2 %) of Gross Annual Revenues;
- + YEAR TWO: Two Percent (2%) of Gross Annual Revenues;
- + YEAR THREE: Two and One Half Percent (2.5%) of Gross Annual Revenues;
- + YEAR FOUR: Two and One Half Percent (2.5%) of Gross Annual Revenues;
- + YEAR FIVE: Three Percent (3 %) of Gross Annual Revenues;
- + YEAR SIX: Three Percent (3 %) of Gross Annual Revenues;
- + YEAR SEVEN: Three and One Half Percent (3.5%) of Gross Annual Revenues;
- + YEAR EIGHT: Three and One Half Percent (3.5 %) of Gross Annual Revenues;
- + YEAR NINE: Four Percent (4%) of Gross Annual Revenues; and
- + YEAR TEN: Four Percent (4%) of Gross Annual Revenues.

(b) Said annual PEG Access payments shall continue to be made to the Access Corporation on a quarterly basis (March 15th, June 15th, September 15th and December 15th).

(c) The first payment to the Access Corporation under this Renewal License shall be made on September 15, 1998, and shall constitute 2 % of the Licensee's Gross Annual Revenues, less applicable license fees, for the preceding quarter.

(d) The Licensee shall file with each such quarterly payment a statement certified by a financial officer of the Licensee documenting, in reasonable detail in the form contained in Exhibit 5 attached hereto, the total of all Gross Annual Revenues derived by the Licensee during the preceding three (3) month period. If the Licensee's total annual payment to the Access Corporation was less than five percent (5 %) of its Gross Annual Revenues, less applicable license fees, for the previous year, it shall pay any balance due to the Access Corporation no later than

-Town of Shelburne Cable Television Renewal License-

March 15th. Said statement shall include 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 the Access Corporation 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 to the Access Corporation 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 Access Corporation 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 two percent (2 %) above the Prime Rate per month, or portions thereof.

Section 7.5 --- PEG ACCESS EQUIPMENT/FACILITIES FUNDING

(a) The Licensee shall provide the Access Corporation with Shelburne funding totaling Twenty Three Thousand Dollars (\$23,000.00) for the purchase and/or lease of PEG Access equipment and PEG Access studio renovations. Said funding shall be paid to the Access Corporation as follows:

- + Year One: \$15,000.00, on October 15, 1998;
- + Year Four: \$ 4,000.00, on October 15, 2002;
- + Year Six: and \$ 4,000.00, on October 15, 2004.

(b) There shall be no charges to the Town and/or the Access Corporation for said PEG Access equipment/facilities costs. Pass-through costs, if any, to Subscribers shall be made in accordance with the FRC Settlement.

(c) In no case shall the equipment funding be counted against either the annual PEG Access payment, pursuant to Section 7.4 supra, or any License Fee payment, required by Section 8.1 infra, or any other fees or payments required by applicable law.

(d) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the Access Corporation at the annual rate of two percent (2 %) above the Prime Rate per month, or portions thereof.

Section 7.6 --- 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 --- ORIGINATION LOCATIONS

(a) The Licensee shall continue to provide adequate upstream capacity to the following locations in order that PEG Access Programming may originate from said locations:

- (1) Town Hall: Board of Selectmen's Office;
- (2) Buckland-Shelburne Grammar School;
- (3) Town of Shelburne Bandshell
- (4) Cowell Gymnasium; and
- (5) Buckland-Shelburne Community Center.

(b) Pursuant to the FRC Settlement, there shall be no charges to the Town and/or the Access Corporation for said origination locations, nor shall the Licensee pass-through any costs to Subscribers.

(c) The Licensee shall the Access Corporation a portable modulator for use at the above origination sites. Said modulator 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. The Access Corporation's use of said portable modulator shall not affect signal quality to Town Subscribers. In the event that there are problems associated with the Access Corporation's use of said portable modulator, the Licensee shall provide the Access Corporation with permanent modulator(s) at said origination sites. Pass-through costs related to such permanent modulators, if any, to Subscribers shall be made in accordance with the FRC Settlement.

Section 7.8 --- RECOMPUTATION

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 and/or the Access Corporation may have for additional sums including interest payable under this Article 7. The Issuing Authority, the Access Corporation and/or an independent certified public accountant hired by the Issuing Authority or the Access Corporation shall have the right to inspect any and all records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged from the original due date at the rate of three percent (3 %) above the Prime Rate per month, or portions thereof, during the period that such additional amount is owed. If, after such inspection, the Licensee has overpaid, such overpayment shall be credited against the next quarterly payment to the Access Corporation, without interest charges of any kind.

Section 7.9 --- 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, with a copy of said payments sent to the Issuing Authority.

Section 7.10 --- PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at 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 7.11 --- 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 with Origination Capability to the Access Corporation studio, on one of the Upstream Channel(s) made available, without charge, to the Town and the Access Corporation for their use. PEG Access Programming is then modulated and assigned to the proper Headend upstream fiberoptic channel. At the Headend, such Programming is again 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 Access Programming shall be retransmitted in the downstream direction on one of the two (2) Downstream PEG Access Channel(s). 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 Upstream Signals from the Access Corporation to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment.

Section 7.12 --- CENSORSHIP

The Licensee shall not 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 on the last day of each year of the term of this Renewal License.

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall (i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by an authorized financial officer of the Licensee documenting, in reasonable detail pursuant to Section 13.3(b) *infra*, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) 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 PEG Access annual operating funding (Section 7.4), but shall not include the following: (i) the PEG Access Equipment/Facilities funding herein (Section 7.5); (ii) any interest due herein to the Town because of late payments; (iii) the Senior Discount pursuant to Section 9.5 *infra*; and/or (iv) any liquidated damages herein (Section 11.2).

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

-Town of Shelburne Cable Television Renewal License-

agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(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.

(d) Subject to the FRC Settlement, the Licensee reserves the right to pass-through any franchise related-costs herein, unless otherwise noted herein.

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 two percent (2 %) above the annual Prime Rate per month, or portions thereof. 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 ten (10) 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

-Town of Shelburne Cable Television Renewal License-

payment(s). 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, and the Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above 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

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared -to such use by other third-parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such a relationship.

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 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.

Section 9.5---SENIOR CITIZEN DISCOUNT

In the event that the Licensee adopts a State-wide senior citizen discount program, the Licensee shall implement such a discount program in Shelburne.

ARTICLE 10

INSURANCE AND BONDS

Section 10.1---INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general commercial liability policy naming the Town, its officers, boards, commissions, committees, agents and/or employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, committees, agents and/or employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence.

(3) A general liability policy with excess liability of Five Million Dollars (\$5,000,000.00), in umbrella form.

(4) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence. (5) Worker's Compensation in the minimum amount of the statutory limit.

(6) 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.

-Town of Shelburne Cable Television Renewal License-

(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, 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, without charge to the Town and/or the Access

Corporation, throughout the term of the Renewal Franchise a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Seventy-Five Thousand Dollars (\$75,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) When (i) the Subscriber Network has been completed and activated pursuant to the terms of Section 3.1 supra; (ii) the Interconnection with Greenfield and Shelburne has been completed and activated pursuant to Section 3.2 supra; and (iii) the upstream origination points have been completed and activated by the Licensee pursuant to Section 7.7 supra, said performance bond may be reduced to the sum of Twenty-Five Thousand Dollars (\$25,000.00); provided, however, that the Licensee shall notify the Issuing Authority in writing, sixty (60) days in advance of such reduction, that it has completed the provisions in paragraph (b)(i)-(iv) herein. The Licensee may then reduce the amount of said bond to \$25,000.00 unless the Issuing Authority objects, in writing, to such reduction, prior to such reduction.

(c) The performance bond shall be effective throughout the term of this 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 this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Sections 12.1 and 12.2.

(d) Said bond shall be a continuing obligation of this 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 thereunder shall limit the liability of the Licensee under the Renewal License.

Section 10.3---REPORTING

Upon request, on an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding all insurance policies, the performance bond and the letter of credit 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 and/or residents of the Town 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 construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. In the event that the Town employs outside counsel for the purposes set forth herein, the Licensee shall pay the costs of such outside counsel for such services.

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

(a) 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.

(b) The Licensee may meet with the Advisory Committee, on a quarterly basis, as scheduled by the Advisory Committee, to review the Licensee's operations in the Town. Either party may request a meeting at any other time as well.

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 to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and complaint response; Programming; (ii) review current technological developments in the cable television field, pursuant to Section 6.7 supra; and (iii) hear comments, suggestions and/or complaints from the public. 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 11.1 infra.

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, affectional preference, 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.

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 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 Ay 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. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 11.6---INSPECTION

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

Section 11.7---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 State 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 twenty-one (21) 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 twenty-one (21) 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 (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required twenty-one (21) day period; and/or (iii) the Issuing Authority is not reasonably satisfied with (1) the Licensee's response pursuant to Section 12.1(a) above and/or (2) the Licensee's efforts to cure pursuant to Section 12.1(b) above, 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, question witnesses, if any, 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 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 fully activate, 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 PEG Access programming and equipment provisions in accordance with the timelines in Article 7 herein, two hundred dollars (\$200.00) per day, for each day that any such non-compliance continues.

(3) 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.

(4) 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 4*, fifty dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(5) 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.

(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 to 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.

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 (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

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.

-Town of Shelburne Cable Television 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.

ARTICLE 13

SUBSCRIBER RIGHTS AND CONSUMER

PROTECTION

Section 13.1---CUSTOMER SERVICE OFFICE

(a) The Licensee shall continue to maintain, operate and staff its full-time customer service office within the Town of Greenfield for such period as the Licensee is required to operate said office by the Town of Greenfield. Said office shall be for the purpose of receiving customer payments and inquiries and complaints and equipment return/exchange, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries.

(b) Said customer service office shall be conveniently located and open for walk-in business during normal business hours, as defined by 47 U.S.C. §76.309 (hereinafter referred to as "Normal Business Hours").

Section 13.2---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) 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.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), 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 percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) 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 12.1 above, measured on a quarterly basis, under normal operating conditions.

(e) 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 13.3---ANSWERING SERVICE

At all other times than those listed directly above, throughout the entire term of this Renewal License, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 13.4--INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s) to Shelburne residents who request Service within seven (7) days of said request, provided that said request is for a standard aerial installation.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice as to whether said installation visit or service call will occur in the appointed morning, afternoon or, if applicable, evening time blocks. Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(c) The Licensee shall make installation and service calls to its Subscribers during Normal Business Hours. From time to time, the Licensee may change said service call hours to meet Subscriber's needs; provided, however, that the Licensee shall provide written notice to the Issuing Authority of any and all such changes prior to any and all such changes as far in advance as reasonably possible.

(d) The Licensee shall respond to all requests for service or repair that are received during Normal Business Hours on a first-come, first serve basis. All of such requests shall be handled on the same day, if possible, but in all instances, requests for service calls shall be responded to within twenty-four (24) hours of said original call Monday-Friday. Verification of the problem and resolution shall occur promptly.

(e) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business morning.

-Town of Shelburne Cable Television Renewal License-

(f) 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.

(g) System outages shall be responded to immediately, 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.

(h) The Licensee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

Section 13.5---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 7*.

Section 13.6---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:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions.

Section 13.7---COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) 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), the Licensee shall, within ten (10) 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. The Subscriber shall thereafter meet jointly 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 resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, 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 13.8---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 13.9---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

-Town of Shelburne Cable Television Renewal License-

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, such visit shall be deemed to be a missed service visit by the Licensee.

Section 13.10---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User 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.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal License.

Section 13.11---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 13.12---MONITORING

(a) 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 or User; provided, however, that the Licensee may conduct systemwide 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.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 13.13---DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 13.14---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 13.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) 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) A Subscriber or User 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 to the Licensee's General Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 13.16---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually 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

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 the following:

(a) A sworn statement of the Licensee's Gross Annual Revenues, as defined by Section 1.1(23) supra, for the Shelburne Cable System, including specific information regarding, among other things, each of the following: Subscriber installation revenues, regular Subscriber revenues, Premium and Pay-Per-View Subscriber revenues, other Subscriber revenues, advertising revenues and other revenues for the provision of cable services;

(b) A financial balance sheet (Commission Form 200) and statement of ownership; and

(c) Any other reports required by applicable State and/or federal law.

Section 14.3---CABLE SYSTEM INFORMATION

Upon 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, (i) the number of Basic Service and Pay Cable Subscribers, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed.

Section 14.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with Section 13.2 and Section 13.5 herein, the Licensee shall provide, upon the 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 ten (10) business days after receiving a written request from the Town, 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 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 casts such doubt(s), in a 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

(a) If requested, the Licensee shall make available to the Town at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

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

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes 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 15.2---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 15.3---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 15.4---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 15.5---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 15.6---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 15.7---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; 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 15.8---REMOVAL OF ANTENNAS

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

Section 15.9---SUBSCRIBER TELEVISION SETS

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 15.10---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 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town Hall, 51 Bridge Street, Shelburne, Massachusetts 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 Director of Government Affairs, MediaOne of Pioneer Valley, Inc., 1127 Main Street, Springfield, Massachusetts 01103, with a copy to Counsel and Director of Government Affairs, MediaOne, 6 Campanelli Drive, Andover, MA 01810, 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.

(d) The Licensee shall also identify hearing(s) by periodic announcement on a Local Origination channel, if one is programmed, for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(e) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

-Town of Shelburne Cable Television Renewal License-

Section 15.13---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 15.14---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.

EXHIBITS

EXHIBIT 1

DEPARTMENT OF PUBLIC WORKS REGULATIONS

~~{See Attached}~~

This exhibit is not applicable.

EXHIBIT 2

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 3

VIDEO CASSETTE RECORDER (VCR) POLICIES AND OPTIONS

{ See Attached }

EXHIBIT 4

FREE DROPS AND MONTHLY SERVICE

TO PUBLIC BUILDINGS AND SCHOOLS

The following public buildings and schools shall receive the following Drops and/or Outlets and monthly Service at no charge:

{ See Attached }

EXHIBIT 5

GROSS ANNUAL REVENUES REPORTING FORM

{See Attached}

EXHIBIT 6

207 CMR 10.00

{ See Attached }

EXHIBIT 7

FCC CUSTOMER SERVICE OBLIGATIONS

{ See Attached }

-Town of Shelburne Cable Television Renewal License-

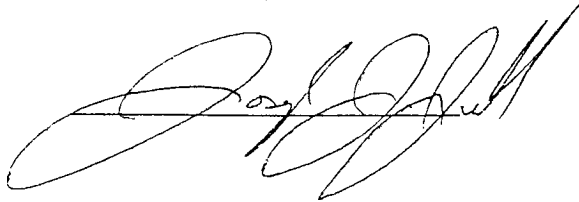
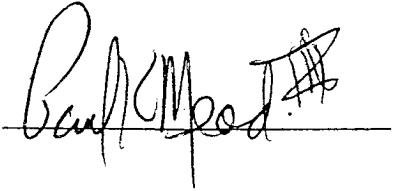
SIGNATURE PAGE

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 MediaOne of Pioneer Valley, Inc.

The Town of Shelburne, MA



Chairman



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

DATED: *October 6, 1998*

MediaOne of Pioneer Valley, Inc.



BY:

Russell H. Stephens

TITLE: *Senior Vice President*

DATED: Oct. 6, 1998