RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF DRACUT,
MASSACHUSETTS

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INTRODUCTION

AGREEMENT

This Cable Television Renewal License entered into this nineteenth day of December 2006, by and between the Board of Selectmen of the Town of Dracut, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L c 166A, and Comcast of Massachusetts, I, Inc. ("Comcast").

WITNESSETH

WHEREAS, the Issuing Authority of the Town of DRACUT, Massachusetts, pursuant to M.G.L c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Dracut; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act, held on January 17, 2006 in order to (1) ascertain the future cable related community needs and interests of Dracut, and (2) review the performance of Comcast and its predecessors during its then-current license term; and

WHEREAS Comcast submitted a proposal and Massachusetts Cable Division Form 100 to the Town of Dracut, dated June 27, 2006, for a renewal license to operate and maintain a Cable Television System in the Town of Dracut; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations and did agree on terms and provisions for Comcast's continued operations and maintenance of its Cable Television System in the Town of Dracut.

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.

a) Access - The right or ability of any Dracut resident and/or any Persons affiliated with a Dracut institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

b) Access Channel - A video channel which the Licensee owns and shall make available, without charge, for the exclusive purpose of transmitting non-commercial Programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations, subject to 47 U.S.C. 531 and this license.

c) Access Corporation - The entity designated by the Issuing Authority of the Town of Dracut, from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System, or any other or successor entity.

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

e) Basic Cable Service or Basic Service - Any service tier which includes the retransmission of local television broadcast signals.

f) CMR-The Code of Massachusetts Regulations.

g) Cable Communications Act (the "Cable Act") - Public Law No. 98-549, 98 Stat 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458,110 Stat. 110 (1996)(the Telecommunications Act of 1996) and as may be further amended.

h) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

i) 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, which the Licensee may make available to Subscribers in the Town of Dracut.

j) Cable Television System or Cable System - The 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 Dracut, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject; in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

k) Commercial Subscriber - A commercial, non-residential Subscriber to Cable Service.

l) Complaint- Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act; omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

m) Converter - Any device changing the frequency of a Signal. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System.

n) Department of Public Works ("DPW) - The Department of Public Works of the Town of Dracut, Massachusetts.

o) Downstream Channel - A channel over which Signals travel from the Cable System Headend or Hub Site to an authorized recipient of Programming.

p) Drop or Cable Drop - The coaxial or fiber cable that connects an Outlet to the Cable System.

q) Educational Access Channel - A specific channel(s) on the Cable System owned by the Licensee and made available by the Licensee for the purpose of providing non-commercial educational Programming and information to the public subject to the terms herein.

r) Effective Date of Renewal License (the Effective Date") –December 19, 2006.

s) Execution Date of Renewal License (the "Execution Date") – December 19, 2006.

t) FCC - The Federal Communications Commission, or any successor agency.

u) Feeder Line - A branch off one of the Town-wide distribution cable trunks, which feeds a small area or neighborhood.

v) Government Access Channel - A specific channel(s) on the Cable System owned by the Licensee and made available by the Licensee for the exclusive use of the Issuing Authority and/or its designees subject to 47 U.S.C. 531 and this license for the presentation of non-commercial Programming and/or information to the public

w) Gross Annual Revenues - Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; all digital Cable Service revenues; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Cable Service Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; and any other Cable Service revenues as allowed by applicable law. 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 Affiliates and/or Persons 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.

x) 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.

y) 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 transportation super trunk.

z) Institutional Network (I-Net) - The separate existing fiber-optic/coaxial hybrid system, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority and/or its departments and designees

aa) Issuing Authority - The Board of Selectmen of the Town of Dracut, Massachusetts.

bb) Leased Channel or Leased Access - A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act

cc) License Fee or Franchise Fee - The payments to be made by the Licensee to the Town of Dracut and/or the designated Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act

dd) Licensee - Comcast of Massachusetts, I, Inc, or any successor or transferee in accordance with the terms and conditions in the Renewal License.

ee) Origination Capability or Origination Point - An activated connection to an I-Net Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

ff) Outlet - An Interior or exterior receptacle mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned or User-owned equipment to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for Users.

gg) Pay Cable or Premium Services - Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

hh) Pay-Per-view - Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

ii) Pedestal - An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

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

kk) PEG Access Channels - Any channel(s) made available by the Licensee for the presentation of PEG Access Programming.

ll) Person - Any corporation, partnership, limited partnership, association, trust; organization, other business entity, individual or group of individuals acting in concert.

mm)Prime Rate - The prime rate of interest at Bank of America.

nn) Public Access Channel - A specific channel(s) on the Cable System made available by the Licensee for the use of Dracut residents and/or organizations wishing to present non-commercial Programming and/or information to the public subject to the terms herein.

oo) 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, , bulkheads, piers, dedicated public utility easements within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way* or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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

qq) Scrambling/encoding - The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other authorized and otherwise lawful decoding device.

rr) Service - Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which Is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

ss) Signal - Any transmission of electromagnetic or optical energy, which carries Programming from one location to another.

tt) State - The Commonwealth of Massachusetts.

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

vv) Subscriber Network - The minimum 750 MHz network, with a minimum of seventy-eight (78) channels, to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

ww) Town - The Town of Dracut, Massachusetts.

xx) Town Counsel-The Town Counsel of the Town of Dracut, Massachusetts.

yy) Trunk, Feeder Line and Distribution System - That portion of the Cable System for the delivery of Signals, but not Including Drop cables to Subscriber's residences.

zz) Upstream Channel - A channel over which Signals travel from an authorized location to the Cable System Headend and/or the I-Net Hub Site.

aaa) User - A Person utilizing the Cable Television System or the I-Net, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

bbb) VCR- The acronym for videocassette recorder.

ccc) Video Programming or Programming - Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 - GRANT OF RENEWAL LICENSE

(a) 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 Dracut, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Dracut.

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

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to own, operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Dracut 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 service in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Dracut. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) 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, including the Town, regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and with all lawful, applicable state and local laws and regulations.

Section 2.2 - TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on December 19, 2006 and shall expire at midnight on December 18, 2016.

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 Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Dracut; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms 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 requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider, discuss and negotiate in good faith equitable amendments to this Renewal License.

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

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 State and Town laws, by-laws, rules, and regulations governing construction within a Public Way and any lawful by-laws of general applicability enacted by the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of law of appropriate jurisdiction.

Section 2.5 - REMOVAL OR ABANDONMENT

a) Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has had its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 infra,, the Licensee shall remove all of its supporting structures, poles, Trunk, Feeder Line and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

(b) The parties hereto shall be subject to applicable State and federal law regarding the removal and abandonment of the Cable System including, but not limited to, MGL Chapter 166A(5)(f).

Section 2.6 - TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, 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) Pursuant to 207 CMR 4.04, as may be amended and applicable federal law, in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under law and/or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer 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 the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(e) Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (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) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent

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

Section 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee complying with Section2.6 above shall be null and void, and shall be deemed a material breach of the 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 the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate, maintain and make available to all residents of the Town a minimum 750 MHz Subscriber Network subject to Section 4.1 infra. Said Cable System shall be fully capable of carrying at least seventy-eight (78) Downstream Channels.

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

Section 3.2 - INSTITUTIONAL NETWORK

(a) Licensee shall continue to maintain and operate the existing Institutional Network ("I-Net") for the term of this License. The I-Net will be limited to those buildings listed in Exhibit 1, except that the Licensee shall extend the I-Net to new public buildings and/or to a new access studio if requested by the Issuing Authority, subject to force majeure (including the availability of equipment and parts needed for such extension(s)), and further provided that any such extension shall be paid for by the Town at the actual cost of installation, plus a reasonable rate of return as allowed under applicable law and regulation. A minimum of twelve (12) months advance written notice must be provided to the Licensee prior to the commencement of any expansion of the I-Net to additional sites. In the event that the 12 month minimum notice is not provided Licensee will still make best efforts to complete said expansion if possible under budgetary timetables. The 91 Mill Street location shall be subject to Section 6.1 (n) of this License.

(b) In the event there are technical problems with the I-Net, subject to 3.5 (a), excluding any devices, hardware, or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem. The demarcation point between the Licensee's portion of the system and the Town's portion shall be the output of the end-user equipment. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. If it is determined that any maintenance and/or repair issue is as a result of Town-owned equipment or municipal user error, the Licensee reserves the right to charge the Town for reasonable labor and material costs of the Licensee as agreed to by the parties prior to the commencement of work for I-Net maintenance.

The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly. Said tests shall be performed as prescribed by FCC regulations for signals provided by a cable television system.

(c) The Access Corporation may utilize upstream Channels on the I-Net in order to transmit PEG Access Programming to Subscribers. The Issuing Authority may also use upstream and downstream channels on the I-Net. Said I-Net upstream and downstream channels cannot be interconnected to other video providers without the express written consent of the Licensee.

Section 3.3 - PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request; Subscribers with the capability to control the reception of any channels being received on their television sets, pursuant to applicable law. Where Converters are utilized, there shall be no separate charge, other than the price normally charged by the Licensee for the Converter itself, for such parental control capability. The Licensee shall advise potential Subscribers of the availability of such parental control.

Section 3.4 - EMERGENCY AUDIO ALERT

(a) The Licensee shall provide an emergency audio alert system that shall comply with the FCC's Emergency Alert System ("EAS") regulations and applicable Massachusetts Emergency Management Agency regulations if any.

Section 3.5 - SYSTEM TECHNICAL SPECIFICATIONS

The system design of the Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications contained in Exhibit 2 attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

CABLE SYSTEM LOCATION

Section 4.1 - AREA TO BE SERVED

(a) The area to be served is the entire Town, except for commercial property that may be rezoned for residential use.

(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 one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto under construction. If a residence is located more than 150' from the Trunk and Distribution System, there shall be an additional charge based on (i) a per foot basis prorated to the standard aerial installation charge and (ii) the actual cost, plus reasonable rate of return, to the Licensee for any additional poles or amplifiers necessary to complete installation. Any underground installation shall be provided at the Licensee's actual cost; plus reasonable rate of return, and the work thereon shall be performed only after the Licensee has provided the affected party with a cost estimate of any such costs and has obtained the party's acceptance thereof.

Section 4.2 - LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall continue to install, operate and maintain the Cable Television System within the Town of Dracut. Licensee-owned poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local bylaws and regulations.

Section 4.3 - UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, 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 no charge to the Town or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or 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. Costs shall be allocated pursuant to applicable law(s) and regulation(s).

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

Section 4.4 - TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places in the Town. The Licensee shall be subject to M.G.L Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as practical 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 4.6 - TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, subject to applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of Service.

Section 4.7 - DISCONNECTION AND RELOCATION

The Licensee shall, at no charge or cost to the Town, protect; support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(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 4.8 - SAFETY STANDARDS

The Licensee shall continue to operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, Massachusetts Electrical Code, National Electrical Safety Code, rules and regulations of the Cable Division and FCC, all State and local laws, any other applicable regulations, as the same exist or may be amended hereafter.

Section 4.9 - PEDESTALS

Pedestals housing active and/or passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. Such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile 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 4.12 infra. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Way(s) expeditiously.

Section 4.10 - PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, to its previous condition as reasonably possible, real and personal, shown to have been damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at no cost(s) to the private property owners and/or the Town.

Section 4.11 - RIGHT TO INSPECTION OF SYSTEM

The Issuing Authority or its designee(s), at its cost, shall have the right to inspect the Cable System as it shall reasonably deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law; provided, however, that such inspections are reasonable and do not unreasonably 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 may have a representative present during such inspections and shall fully cooperate in these activities.

Section 4.12 - CABLE SYSTEM MAPS

(a) Upon written request by the Issuing Authority, but not more than once annually, the Licensee shall file with the Issuing Authority or its designee strand maps of all existing and newly constructed Cable System plant. If changes are made in the Cable System, upon written request; the Licensee shall file updated strand maps annually, not later than Fifteen (15) days after each anniversary of the Execution Date of this Renewal License.

(b) Upon request, the Licensee shall make "as-built" maps available to the Issuing Authority and/or its designee(s) for inspection at a mutually-convenient location.

Section 4.13 - SERVICE INTERRUPTION

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

Section 4.14 - COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and Service.

Section 4.15-DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L Chapter 82, Section 40.

ARTICLE 5

SERVICES & PROGRAMMING

Section 5.1 - BASIC SERVICE

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

Section 5.2 - 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 3, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in Exhibit 3, attached hereto, are at the sole discretion of the Licensee, which Programming may be subject to change from time to time.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Dracut Programming line-up at least thirty (30) days before any such change is to take place.

Section 5.3 - LEASED CHANNELS FOR COMMERCIAL USE

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

Section 5.4 - VCR/DVD/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable System have the capability to simultaneously view and tape any two channels and set VCR/DVD controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, accessories and written procedures which will allow VCR/DVD owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR/DVD, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously.

Said accessory equipment and written procedures shall be available to all Subscribers in accordance with applicable law.

(b) Pursuant to applicable law, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of the Renewal License, (1) any local off-the- air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.4(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening 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), except for the channels discussed in Section 5.4(b) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

Section 5.5 - CONTINUITY OF SERVICE

It shall continue to be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored: provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service in an unlawful manner. 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 5.6 - FREE DROPS & MONTHLY SERVICE TO PUBLIC NON-SCHOOL BUILDINGS

(a) Except as otherwise required by applicable law, the Licensee shall continue to install, provide and maintain, at no cost to the Issuing Authority, the Town, and/or any designated public institution, a Subscriber Cable Drop and/or Outlet and its monthly Basic Service, to all police and fire stations, public libraries and other public buildings included in Exhibit 4, attached hereto and made a part hereof, and any other public buildings along its cable route(s) as designated in writing by the Issuing Authority now or in the future.

The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned public buildings newly receiving the monthly Basic Service. There shall be no costs or charges to the Issuing Authority, the Town and/or any designated public building(s) for the installation and provision of monthly Basic Service and related maintenance. The Licensee shall supply one (1) non-addressable Converter for each Drop and/or Outlet if required for the reception of the monthly Basic Service, at no charge to the Issuing Authority, Town and or any designated public building. The Licensee shall not be required to move or relocate existing Drops, or install additional Drops to buildings that currently have Drops, at no charge.

(b) The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such written requests) from the Issuing Authority for aerial installations and one hundred eighty (180) days for underground, weather conditions permitting, at no charge to the Issuing Authority, the Town and/or any designated public building. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or its designee(s).

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the public buildings entitled to such a Drop and/or Outlet, prior to any such installation.

Section 5.7 - FREE DROPS AND MONTHLY SERVICE TO SCHOOLS

(a) The Licensee shall continue to provide its monthly Basic Service, to all public schools listed in Exhibit 5 attached hereto and made a part hereof. In the event that there are newly constructed public school buildings along its cable route(s), the Licensee shall provide one (1) Drop and Outlet and the monthly Basic Service to such building(s). There shall be no charges to the Issuing Authority, the Town and/or the School Department for the installation, maintenance, and/or repair of the Drop and/or Outlets), as required herein, to public school buildings. The Licensee shall not be required to move or relocate existing Drops, or install additional Drops to buildings that currently have Drops, at no charge.

(b) The Licensee shall discuss the location of each Drop and Outlet with the proper officials in each of the school buildings entitled *to* such a Drop and Outlet; prior to any such installation.

ARTICLE 6

PEG ACCESS FACILITIES AND SUPPORT

Section 6.1 - ESTABLISHMENT OF AN ACCESS CORPORATION

(a) Prior to the transition date of January 1, 2007, the Issuing Authority shall designate a non-profit charitable corporation, known as an Access Corporation (hereinafter "Access Corporation") to assume responsibility for the provision of Public, Educational and Governmental ("PEG") Access programming, facilities and equipment for the residents of the Town, pursuant to the provisions of Article 6 herein. The Access Corporation will assume actual responsibility for PEG Access programming and for management of the Town's access studio on January 1, 2007. At the conclusion of the transition period, the Licensee will have no further operational and programming responsibilities for PEG Access in Dracut, except as may otherwise be specifically provided herein. Licensee shall transfer title of the existing studio equipment to the new Access Corporation, for Access Corporation ownership and use, at the studio(s) located at 91 Mill Street, Dracut, MA and/or 1540 Lakeview Avenue, Dracut, MA (Currently Dracut High School). The transfer of said equipment as listed in Exhibit 11 will be completed no later than ninety days subsequent to the Effective Date of the renewal license by way of a bill of sale agreement for the amount of $ 1.00.

(b) The Licensee shall provide annual funding to the Access Corporation for its PEG operational and other related expenses. The funding will be based on Licensee's Gross Annual Revenues as follows: three and one-half percent (3.5%) in Years One and Two; three and one quarter percent (3.25%) in Years Three through Five and Three and three quarters percent (3.75%) in years Six through Ten. Said PEG Access payments shall be paid quarterly and calculated on the Gross Annual Revenues from the preceding calendar quarter. The first payment shall be made on May 15, 2007 for the period January 1, 2007 thru March 31, 2007.

The second payment shall be made on August 15, 2007 for the period April 1, 2007 thru June 30, 2007. The third payment shall be made on November 15, 2007 for the period July 1, 2007 thru September 30, 2007. The fourth payment shall be made on February 15, 2008 for the period October 1, 2007 thru December 31, 2007.

(c) All payments thereafter, for the term of this Renewal License, shall be paid each May 15, August 15, November 15 and February 15 based on the Gross Annual Revenues for the preceding calendar quarter as set forth in Exhibit 6. The final payment shall be due on or by February 15, 2017 for such amount due following the period of October 1, 2016 thru October 6, 2016.

(d) The Licensee shall file with each of the payments pursuant to paragraphs (a) above, a statement verified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee for the Town as required by this Renewal License during the preceding specified periods. If the Licensee's payment to the Access Corporation were less than the required percentage for the reporting period, it shall pay any balance due to the Access Corporation no later than its subsequent payment. Payments shall be accompanied by the reporting form found under Exhibit 6.

(e) 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.

(f) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay an amount equal to the percentages required by paragraphs (b) above of such Person's Gross Annual Revenues.

(g) In the event that during the License term the Access Corporation dissolves, disbands or otherwise becomes defunct, the Issuing Authority and the Licensee shall meet to discuss the appropriate disposition of any remaining annual or capital payments pursuant to this License. The Town may elect that any such future PEG-related payments be made to the Town or an alternate designee of the Town in furtherance of its PEG-related program, subject to applicable law, including Internal Revenue Service laws regarding assets of Charitable corporations.

(h) In no case shall the above annual funding payments include (1) the Telecommunications-Technology funding required by Section 7.3 of "Annual funding to The Town" infra, and/or any other fees or payments required by applicable law, pursuant to Section 7.1 (License Fee Payments) infra.

(i) Residents of the Town, and organizations based in the Town, shall have the right to produce programming on the public access channel, and shall have access to facilities and equipment, upon completion of a training program, or upon certification of proficiency by Access Corporation staff, and shall have access to training. The foregoing shall be subject to lawful rules, if any, established by the Access Corporation, with consultation of the Issuing Authority. Public use of the access facilities and channels shall be on a non-discriminatory basis subject to non-discriminatory and customary station scheduling practices and lawful standards. The cable system shall be capable of cable casting from the existing High School studio, from the new studio location to which the Access Corporation relocates; from certain other origination sites as listed in Exhibit 7 attached hereto. Licensee shall insure that each access channel shall have the ability to transmit upstream to the headend via an upstream channel.

(j) Licensee shall be responsible for the technical maintenance and signal quality of such downstream and upstream local channel transmissions notwithstanding the fact that Licensee is not responsible for the production quality of public, educational or government access productions nor is Licensee responsible for the access equipment not owned by Licensee. Signal transmission quality on such channels shall be commensurate with those, which apply to Licensee's regular commercial channels and Licensee shall upon written request provide copies of FCC signal quality proofs of performance with respect to the access channels.

(k) During the transition period prior to the Access Corporation's assumption of responsibility the Licensee will continue to operate the Dracut Access operation consistent with past practices. The Licensee will have personnel available to staff the studio and facilitate the transfer to the Access Corporation but reserves the right to satisfy said need for staffing by utilizing any of its existing personnel or qualified contract labor. Such personnel shall be available to assist in overseeing the studio relocation, including disconnecting and reconnecting equipment, at the time of equipment relocation. The vendor that is selected to design and install

the new studio will also be responsible for the relocation of any and all equipment from the former studio to the new studio. Licensee's staff will work with the selected vendor in order to maintain continuity in selecting equipment and relocation of said equipment. Additionally, in order to undertake necessary start-up, hiring and moving requirements in advance of the transition date, Licensee shall make a $75,000 prepayment to the Access Corporation (if said Access Corporation is duly created by filing Articles of Organization with the Secretary of State), which shall be deducted in equal installments of $18,750.00 from the first four quarterly payments made under Section 6.1 (b). Said prepayment is to be made within forty-five (45) days after the Effective Date subject to receipt of the Licensee's Vendor Form.

(l) Licensee shall transfer ownership of existing studio equipment as listed in Exhibit 11. Licensee makes no warranties or representations that will apply after the transfer of the equipment (with respect to the condition of said Existing Equipment) and Issuing Authority acceptance of equipment will be "as is", however, Licensee shall reasonably maintain and repair such equipment prior to transfer to the Access Corporation such that said equipment is in good working order. Licensee shall, after the transfer of title, have no further responsibility for said existing equipment, including, but not limited to repairs, licensee fees, and insurance. The foregoing equipment shall be owned by the Access corporation, but for the use of the public and Town.

(m) Any transferable manufacturer's warranties and existing manuals that Licensee has with respect to existing studio equipment transferred to the Access Corporation shall be transferred to the Access Corporation.

(n) The Licensee shall provide one Downstream Subscriber Network Drop and Upstream Origination capability to the Access Corporation at the PEG Access Studio at 91 Mill Street, Dracut in accordance with the following:

(i) The Access Corporation will be responsible for the first Five Thousand Dollars ($5,000.00) of costs associated with this installation.

(ii) Any costs in excess of said FiveThousand Dollars ($5,000) will be assumed by the Licensee and passed through to subscribers in accordance with applicable law.

(iii) The Licensee shall continue to provide its Basic Monthly Service free of charge to the studio at 1540 Lakeview Avenue and also provide same to the Access

Corporation Studio at 91 Mill Street.

Section 6.2 - PEG ACCESS EQUIPMENT/CAPITAL FUNDING

The Licensee shall provide a total of Seventy Five Thousand Dollars ($75,000.00), payable to the Access Corporation, as directed by the Issuing Authority, in PEG Access equipment/facilities funding payable within forty-five days of the Execution Date of this Renewal License. The total amount of Seventy Five Thousand Dollars will be passed through to subscribers according to applicable law.

Section 6.3 - ACCESS CORPORATION

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

(a) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3;

(b) Manage the annual funding provided pursuant to Section 6.1;

(c) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.1;

(d) Conduct training programs in the skills necessary to produce PEG Access Programming;

(e) Provide technical assistance and production services to PEG Access Users in accordance with available funding;

(f) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(g) Assist Users in the production of Programming of interest to Subscribers and focusing on town issues, events and activities; and

(h) Accomplish and perform all such other tasks as appropriate and necessary, as may be authorized by its Board of Directors, including applying for Federal Tax Exemption pursuant to 501(3)(c)of the Internal Revenue Code; and Access corporation shall carry out the foregoing activities as an independent non-profit charitable corporation

Section 6.4 - PEG ACCESS CHANNELS

(a) Subject to paragraph (c) below, the Licensee shall make available to the Issuing Authority and/or the Access Corporation three (3) full-time Subscriber Network Downstream Channels for PEG Access non-commercial purposes.

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, The Town, the Access Corporation and/or PEG Access Users, and shall be subject to the control and management of the Access Corporation. The programming for the government and educational access channels shall be respectively determined by the Issuing Authority and the local school department in conjunction with the Access Corporation. Charges to Subscribers, if any, shall be subject to applicable law(s) and regulations.

(c) The Access Corporation may utilize Upstream Channels on the I-Net, as described in Section 3.2 herein, in order to transmit PEG Access Programming to Subscribers.

(d) The Licensee shall not move or otherwise relocate said PEG Access Channel locations once established without the advance, written notice to the Issuing Authority and the Access Corporation. If PEG access channel locations are assigned new channel numbers, licensee shall provide an amount not to exceed $1000.00 for the actual costs for stationery and related materials as incurred by the Access Corporation.

Section 6.5 - PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained to meet FCC technical specifications which are included in Exhibit 2; provided however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. The Access Corporation shall be responsible for the picture quality of all PEG Access Programming.

Section 6.6 - PEG ACCESS CABLECASTING

(a) In order that the Town and/or the Access Corporation can cablecast it's PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Town and/or the Access Corporation, then transmitted from the PEG Access Studio(s) or from any other I-Net location with Origination Capability, as listed in **Exhibit 7** hereto, referred to as "Origination Sites" to the Cable System Headend or Hub, on an Upstream I-Net Channel made available, without charge, to the Town and/or the Access Corporation for their use. Notwithstanding the foregoing, licensee shall assist with the testing of modulators as reasonably needed and requested in writing by the Issuing Authority.

(b) The Licensee shall ensure that said PEG Access Programming is properly switched electronically at the Headend or Hub to the appropriate Subscriber Network PEG Access Downstream Channel. At the Headend or the Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Town and/or the Access Corporation for such electronic switching responsibility. Any manual switching that may be necessary for multiple remote origination cablecasting shall be the responsibility of the Issuing Authority and/or its designee(s).The Licensee and the Issuing Authority shall discuss 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 and other origination sites to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide, repair, maintain, or replace end user equipment.

(d) The demarcation point delineating responsibility for signal quality between the Issuing Authority or its designee(s) and the Licensee shall be the output of the end user's modulator.

Section 6.7 - 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 7

ANNUAL FUNDING TO THE TOWN

Section 7.1 - LICENSE FEE PAYMENTS

(a) The Licensee shall pay to the Town, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents ($.50) per Subscriber per year, or such other amount as may be permitted by applicable law(s). Said License Fee payment shall be made to the Town on March 15th of each year of the Renewal License, unless a different date is required by applicable law.

(b) In the event that applicable law(s) permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such Gross Annual Revenues payments to the Town on a schedule as agreed. The Licensee shall file with the Issuing Authority, with each such License Fee payment a statement certified by the Licensee's authorized representative documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1 (23) supra.

(c) The Licensee shall not be liable for total License Fees 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 not include the following: (i) the PEG Access equipment/facilities funding herein (Section 6.2); (ii) any interest due herein to the Town because of late payments; (iii) the costs related to any remedies (Section 11.2); and (iv) any payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the Town. Said five percent (5%) shall include the (i) the PEG Access Annual Support Section 6.1 (ii) the Telecommunications Technology Fund (Section 7.3)and (iii) any amounts included in the term Franchise Fee pursuant to Section 622 g 1 of the Cable Act

Section 7.2 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee 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 and/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 which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act; nothing in the Cable Act or the 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 or other communications 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 term "license fee" shall have the meaning defined in Sections 622(g)(1) &(2)(A-E) of the Cable Act.

Section 7.3 TELECOMMUNICATIONS -TECHNOLOGY FUNDING

(a) The Licensee shall provide annual funding beginning January 1, 2009 through December 31, 2011 to the Issuing Authority in the amount of one quarter of one percent (.25%) of its Gross Annual Revenues, as defined in Section 1.1 (w) supra, for telecommunications-technology uses in the Town.

(b) Said annual one quarter of one percent (.25%) payments shall be made to the Issuing Authority on a quarterly basis, and payable within forty-five (45) days of the end of each such quarter for the period as stated in 7.3(a).

(c) With each such quarterly payment; the Licensee shall file, complete and submit the Gross Annual Revenues Reporting Form, attached hereto as Exhibit 6.

(d) In no case shall said one quarter of one percent (.25%) payment(s) include (i) the PEG Access Operating Funding required by Section 6.1 supra;(ii) the equipment/facilities funding required by Section 6.1 supra and/or (iii) any other fees or payments required by applicable law, pursuant to Section 7.1 (c) Infra.

(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 Issuing Authority an amount equal to one quarter of one percent (.25%) of such Persons Gross Annual Revenues. The Licensee shall notify any such Person of this one- quarter of one percent (.25%) payment requirement and shall notify the Issuing Authority of such use of the Cable System by such Person(s).

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

Section 7.4 - LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Sections 7.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Sections 7.1 hereof, and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act

Section 7.5 - 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 Issuing Authority and/or the Access Corporation may have for additional sums including interest payable under Section 6.1 supra and/or Section 7.1 supra and/or Section 7.3 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after the License Fees are tendered with respect to such fiscal year, provided, however, that in the event that the Issuing Authority commences an audit and/or recomputation of any license Fee payment within said two (2) year period, said commencement shall be deemed to be timely for purposes of this Section 7.5(a).

(b) If the Issuing Authority and/or the Access Corporation has reason to believe that any such payment(s) are incorrect, and upon written notice to the Licensee, the Licensee shall have twenty-one (21) days to provide the Issuing Authority and/or the Access Corporation with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority and/or the Access Corporation does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority and/or the Access Corporation may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Issuing Authority and/or the Access Corporation, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit in an amount not to exceed Three

Thousand Dollars ($3,000.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate 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 required PEG Access payment to the Access Corporation, without interest charges of any kind.

Section 7.6 - AFFILIATES USE OF SYSTEM

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

Section 7.7 - METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to Section 7.1 and Section 7.3 of the Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES & CHARGES

Section 8.1 - RATE REGULATION

In the future, the Town reserves the right to regulate the Licensee's Basic Service rates and charges, and the equipment needed to receive Basic Service, to the extent allowable under State and federal laws.

Section 8.2 - NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law(s), 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. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such change. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an 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 as Exhibit 9.

Section 8.3 - 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 the 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 8.4 - CREDIT FOR SERVICE INTERRUPTION

The Licensee shall grant a pro rata credit or rebate upon request to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the Service interruption.

ARTICLE 9

INSURANCE & BONDS

Section 9.1 - 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, upon written request and/or upon expiration of said certificates, copies of the certificates of insurance for the following policies:

(a) A general comprehensive liability policy naming the Town, its officers, boards, commissions, committees, agents and 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 and a Five Million Dollar ($5,000,000.00) umbrella policy for injury or death to two (2) or more persons in any one occurrence.

(b) A property damage insurance policy naming the Town, its officers, boards, commissions, committees, agents and employees as additional named 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 and a Five Million Dollar ($5,000,000.00) umbrella policy for damage to the property of two (2) or more persons in any one occurrence.

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

(i) One Million Dollars ($1,000,000.00) for bodily injury & consequent death per occurrence;

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

(iii) Five Hundred Thousand Dollars ($500,000.00) for property damage per occurrence.

(iv) Worker's Compensation in the minimum amount of the statutory limit

(d) The following conditions shall apply to the Insurance policies required herein:

(i) Such insurance shall commence no later than the Execution Date of the Renewal License.

(ii) 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.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

Section 9.2 - PERFORMANCE BOND

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

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3 - REPORTING

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

Section 9.4 - INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment; wire or cable installed. Indemnified expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorneys' fees up to such time that the Licensee assumes defense of any action hereunder. The Town shall give the Licensee timely written notice of any claim(s) for which indemnification is sought. If the Issuing Authority determines that it is necessary for it to employ separate counsel, such costs shall be the responsibility of the Issuing Authority and shall in no manner be the responsibility of the Licensee. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee.

Section 9.5 - NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and 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 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 10

ADMINISTRATION & REGULATION

Section 10.1 - REGULATORY AUTHORITY

The Issuing Authority and/or its designee 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 11.1 infra.

Section 10.2 - PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing no more than once each calendar year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designee(s) shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation 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 relevant to such review and evaluation 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 Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 10.3 - NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual 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. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4 - 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.

Section 10.5 - REMOVAL AND RELOCATION

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

Section 10.6 - JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate

venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the 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 11

DETERMINATION OF BREACH-LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 11.1 - 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 the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, in accordance with Section 15.11(b) infra, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing

Authority, after such hearings, determines that the Licensee is in such default; the Issuing Authority may determine to pursue any of the following remedies:

(i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(iii) Commence an action at law for monetary damages;

(iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

(v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;

(vi) Invoke any other lawful remedy available to the Town.

(d) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensee's response pursuant to 11.1(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 11.1(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 11.1(c) above and/or (iv) the Issuing authority fails to issue a written determination within thirty (30) days after the public hearing pursuant to Section 11.1(c) above , then the issue of said default against the Licensee by the Issuing Authority shall be considered null and void. If within said thirty day period the Issuing Authority requests in writing an additional thirty days to consider said matters the Licensee will automatically grant said request.

Section 11.2 - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 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 11.1 (c) above.

(i) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Three Hundred Seventy-Five Dollars ($375.00) per day, for each day that any such non-compliance continues.

(ii) For failure to fully operate and maintain the Institutional Network in accordance with Section 3.2 herein, Three Hundred Seventy-Five Dollars ($375.00) per day, for each day that any such non-compliance continues.

(iii)For failure to comply with the PEG Access provisions and in accordance with the timelines in Article 6 herein with the exception of those payments subject to late fees, One Hundred Seventy-Five Dollars ($175.00) per day, for each day that any such non-compliance continues.

(iv)For failure to comply with the FCCs Customer Service Obligations in accordance with Section 12.5 infra, and Exhibit 9 attached hereto, One Hundred Seventy-Five Dollars ($175.00) per day that any such non-compliance continues.

(v) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars ($50.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the 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 11.1 above, the collection of such liquidated damages shall be deemed to be the

exclusive remedy for said specific breach.. However, the Issuing Authority reserves the right to seek equitable relief to enjoin orders or injunctions regarding continuation of said breach

(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 11.3 - REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable jaw and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4 - TERMINATION

The termination of the 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 11.1 and 11.3 above; (ii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License.

Section 11.5 - NOTICE TO TOWN OF LEGAL ACTION

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

Section 11.6 - NON-EXCLUSIVITY OF REMEDY

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

Section 11.7 - NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Issuing

Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in the 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 the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority, the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) A waiver of any right or remedy by the Issuing Authority or the Town at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority at any other time. In order for any waiver of the Issuing Authority or the Town to be effective, it shall be in writing. The failure of the Issuing Authority, the Town *or* the Licensee to take any action in the event of any breach by the Issuing Authority, the Town or the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town to take any action permitted by the 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 Issuing Authority, the Town or the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS & CONSUMER PROTECTION

Section 12.1 - CUSTOMER SERVICE OFFICE

(a) Through the entire term of this Renewal License, the Licensee shall maintain, operate and staff a full-time customer service office within a community that is contiguous to the Town of Dracut, for the purpose of accepting subscriber payments, receiving customer inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, and equipment

(b) Through the entire term of this Renewal License, the Licensee shall maintain one third party payment center and shall make best efforts to maintain two (2) third-party payment centers in convenient locations within the Town of Dracut for the payment of bills.

Section 12.2 - TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives in its main customer service call center in order to answer all Subscriber calls, in compliance with the FCCs Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 9,** during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number.

(c) Pusuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined therein, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309 (c)(1)(B)(iv), under Normal Operating Conditions, a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis.

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the reports, subject to Section 13.4 infra, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

(f) Licensse shall not be required to acquire equipment or perform surveys to measure compliance with the Telephone Answering standards unless an historical record of complaints indicates a clear failure to comply.

Section 12.3 - CUSTOMER SERVICE CALL CENTER

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

(b) In the event that the Licensee does not maintain and operate its customer service call center twentv-four (24) hours a day, seven (7) days a week, 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. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all Inquiries and/or complaints to the Licensee 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, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Dracut residents who request Service within seven (7) days of said request; or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall specify to the resident or Subscriber in advance whether said installation visit or service call will occur in the morning, afternoon, or, if applicable, evening. The Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays). The Licensee shall give priority for next day or the next available time installation or service appointments to Subscribers who cannot be scheduled within the aforementioned time periods. Failure to install cable or make the service call as scheduled shall require the Licensee to offer 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.

(c) The Licensee shall make installation and service calls to its Subscribers from at least 9:00 AM to 5:00 p.m., and from 5:00 p.m. to 7:00 PM for service calls only, daylight and weather permitting, Monday through Friday and from 9:00 AM to 1:00 PM on Saturday.

(d) A Subscriber Complaint or request for service received after Normal Business Hours, pursuant to Section 12.1 above shall be acted upon the next business day. At that time, they are to be handled as prescribed in (d) above for a request received at the start of business.

(e) 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 technicians) of (i) any emergency situations, (ii) an outage as described below In 12.4 (f) below.

(f) System outages shall be responded to promptly by technical personnel. For purposes of the 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.

(g) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5 - FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCCs Customer Service Obligations, codified at 47 U.S.C Section 76, which standards are attached hereto, and made a part hereof, as **Exhibit 9.**

Section 12.6 - 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 9** and made a part hereof, as the same may exist or as may be amended from time to time:

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

Section 12.7 - 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/inquiries, as follows:

(c) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing-Authority withrespect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. 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 the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Dracut with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(d) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest; the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8 - 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 that are compatible with the Converter(s) provided by the Licensee for the Dracut Cable System. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 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 the policy.

Section 12.11 - PRIVACY WRITTEN NOTICE

Pursuant to Section 631(a) (1) of the Cable Act, 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 a written notice to all Subscribers that clearly and conspicuously informs Subscribers of 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 12.12 - MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without

the prior written authorization of the affected Subscriber; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act.

The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13 - DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

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

(c) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber, and/or made pursuant to a court order authorizing such disclosure;

(i) A disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 12.14 - INFORMATION WITH RESPECT TO VIEWING HABITS & SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, 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. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court

Section 12.15 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall promptly 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. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.16 - PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS & PERFORMANCE TESTS

Section 13.1 - GENERAL

(a) Upon 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 Affiliated Person(s), with respect to the Cable System, in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest In the event of a disagreement, the parties shall submit the matter to the appropriate appellate entity.

Section 13.2 - FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized financial representative of the Licensee. Said forms shall contain such financial information as required by applicable law in accordance with the regulations of the Cable Division.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3 - CABLE SYSTEM INFORMATION

Upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above, and it shall be considered proprietary.

Section 13.4 - IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide, upon written request, on a quarterly basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include, at a minimum, the following information: (1) the reporting period covered; (2) the number of the Licensee's communities and subscribers covered by the report; (3) the number of hours reported for the reporting period for telephone answering; (4) the average speed of answer; (5) the number of calls handled, handled on a daily basis (6) the percentage of calls handled within thirty (30) seconds of the time that a connection is made; and (7) the percentage of time that Subscribers receive a busy signal.

Section 13.5 - SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 10,** to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.6 - INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 and 12.14(a) supra, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7 - SEMI-ANNUAL PERFORMANCE TESTS

(a) As required by applicable federal law and/or regulation, the Licensee shall conduct; on a semi-annual basis, performance tests to ensure compliance with the technical specifications in Section 3.5 supra and Exhibit 2 attached hereto,

(b) Upon the written request of the Issuing Authority, data from the above tests shall be submitted to the Issuing Authority and/or its designee within ten (10) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said

reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable Signals; the weather conditions under which such tests were taken; measurements of Cable System performance as required in Section 3.5; and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement of what corrective action is to be taken.

Section 13.8 - QUALITY OF SERVICE

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

Section 13.9 - DUAL FILINGS

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

Section 13.10 - ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable written request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Section 13.11 - INVESTIGATION

Subject to applicable law and regulation and the provisions of 13.1 (b) herein, the Licensee and any Affiliated Person(s) 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.

ARTICLE 14

EMPLOYMENT

Section 14.1 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with all federal, State and/or local laws and regulations with respect to Equal Employment Opportunities.

Section 14.2 - NON-DISCRIMINATION

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 - ENTIRE AGREEMENT

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

Section 15.2 - CAPTIONS

The captions to sections throughout the 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 the 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 the Renewal License.

Section 15.4 - ACTS OR OMISSIONS OF AFFILIATES

During the term of the 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, upgrade, 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 the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Section 15.6 - WARRANTIES

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

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(b) 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 the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(c) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(d) There is no action or proceedings pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of the Renewal License;

(e) Pursuant to Section 625(f) of the Cable Act, as of the Execution Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

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; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; environmental restrictions, and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee or the Town.

Section 15.8 - REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber at the time of initial sales presentation (with an acknowledgment by the Subscriber of receipt such offer being indicated by initialing the sales agreement), and maintain, 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

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

Section 15.10 - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the 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, 62 Arlington St., Dracut, Massachusetts 01826, with one (1) copy to the Town Counsel, and one (1) copy to the Cable Advisory Committee at the Dracut Town Hall, or such other address as the Issuing Authority may specify In writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to:

Comcast Cable Communications, Inc.
Attn.: Sr. Director of Government & Community Relations,
4 Lyberty Way, Westford, MA 01886,

with copies to:

Comcast Cable Communications, Inc,
Attn: Vice President, Government Affairs,
676 Island Pond Road,
Manchester, NH 03109

and

Comcast Cable Communications, Inc.,
Attn: Government Affairs,
1500 Market Street,
Philadelphia, PA 19102

The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt

(a) Whenever notice of any public hearing relating to the Cable System Is required by law, regulation or this Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in an Dracut newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(b) Subject to subsection (a) above, all required notices shall be in writing.

Section 15.12 - NO RECOURSE AGAINST THE ISSUING AUTHORITY

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

Section 15.13 - TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, the Town's right to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License. The Licensee reserves the right to contest such intervention in accordance with applicable law(s).

Section 15.14 - TERM

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

EXHIBIT 1

INSTITUTIONAL NETWORK BUILDINGS

Town Hall

Town Hall Annex

School Department Administration Building

Senior High School (including existing studio)

Intermediate School

Junior High School

Brookside Elementary School

Parker Avenue School

Greenmont Avenue School

Campbell Elementary School

Department Of Public Works

Parker Memorial Library

Dracut Historical Society

Harmony Hall

Housing Authority - 901 Mammoth Rd.

Water District Building

Council on Aging – Drop-in Center

Sewer Department

Police Station

Central Fire Station

Lakeview Avenue Fire Station

EXHIBIT 2

FCC TECHNICAL SPECIFICATIONS

TITLE 47-TELECOMMUNICATION
CHAPTER I-FEDERAL COMMUNICATIONS COMMISSION
PART 76-MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

(a) As of December 30,1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system: (1)(i)The cable television channels delivered to the subscriber's terminal shall be capable of being
received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(B) Cable television systems shall transmit signals to subscriber premises equipment on frequencies hi accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification plan, EIA IS-132, May 1994" (EIA IS-132). This Incorporation by reference was approved by the Director of the Federal Register in accordance with *5* U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be Inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street; NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street NW., suite 700, Washing, DC This requirement is applicable on May 31,1995, for new and re-bunt cable systems, and on June 30,1997, for al cable systems.

(2) The aural center frequency of the aural carrier must be 4.5 MHz ± 5 kHz above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an Internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shad be 2 times the square root of 0.00662(Z)) millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period hi July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels(dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit *(e.g.,* 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.);* and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The mms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals

that use equipment which modulate and remodulate the signal *(e.g.,* baseband converters), the mms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ±2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highestand lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993toJune30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less then 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i),(a)(7)(ii)and (a)(7)(iii), of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a tow power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency Interfering signals not operating on proper offset assignments shall be as follows:

(I) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(If) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less man 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

CO Shall not be less than 18 decibels. In lieu of periodic testing, the cable ctperator rnay use specifications provided by the manufacturer for the terminal isolate equipment to meet this standard; and (ii) Shan be sufficient to prevent reflections caused

by open-circuited or short-drcufted subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shaR not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30,1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generaHy the headend) of the system:

(i)The chrominance-iurninance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(11) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed ±20%.

(Bi) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ±10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Signal leakage Frequencies	limit micro-volt/ meters (m)	Distance in meter)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional *coaxial* cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth In paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest b benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with Its local franchising authority for standards less stringent than those hi §§ 76.605(a)(3), 76.605(3X7), 76.605(a)(8), 76.605(a()10)) and 76.605(a)(11). Any such

agreement shad be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system railing *to* meet § 76.605(a)(6) prior to December 30,1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem

be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet §76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated hi § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 PR 3278, Feb. 12,1972, as amended at 37 FR13867, July 14,1972; 40 FR 2690, Jan. 15,1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3,1976; 42 FR 21782, Apr. 29,1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26,1996; 61 FR 18978, Apr. 30,1996; 65 FR 53616, Sept 5, 2000]

EXHIBIT 3

PROGRAMMING AND SIGNAL CARRIAGE

EXHIBIT 4

FREE DROPS & SERVICE TO NON-SCHOOL BUILDINGS

TOWN HALL	62 ARLINGTON ST.
TOWN HALL ANNEX	11 SPRING PARK
PARKER MEMORIAL LIBRARY	28 ARLINGTON ST.
DEPARTMENT OF PUBLIC WORKS	833 HILDRETH ST.
DRACUT HISTORICAL SOCIETY	LAKEVIEW AVE.
HARMONY HALL	LAKEVIEW AVE.
COUNCIL ON AGING	951 MAMMOTH RD.
HOUSING AUTHORITY	971 MAMMOTH RD.
HOUSING AUTHORITY	901 MAMMOTH RD.
HOUSING AUTHORITY	MAMMOTH RD.
HOUSING AUTHORITY	43 PHINEAS ST.
HOUSING AUTHORITY	PARKER AVE.
POLICE STATION	LAKEVIEW AVE.
POLICE STATION	LOON HILL RD.
FIRE STATION	PLEASANT ST.
FIRE STATION	LAKEVIEW AVE.
FIRE STATION	BROADWAY ROAD

EXHIBIT 5

FREE DROPS, OUTLETS & SERVICE TO SCHOOLS & PUBLIC BUILDINGS

SCHOOL DEPARTMENT ADMINISTRATION BUILDING

SENIOR HIGH SCHOOL

INTERMEDIATE SCHOOL

JUNIOR HIGH SCHOOL

BROOKSIDE ELEMENTARY SCHOOL

PARKER AVENUE SCHOOL

GREENMONT AVENUE SCHOOL

CAMPBELL ELEMENTARY SCHOOL

EXHIBIT 6

GROSS ANNUAL REVENUES REPORTING FORM

COMCAST
NEW ENGLAND REGION

TOWN OF _____
Period: [enter period of which payment is based]

	Totals
Totals By Service:	
Basic Service Revenue	**$ [enter amount]**
Pay Service Revenue[2]	**$ [enter amount]**
Other Unregulated Revenue[3]	**$ [enter amount]**
Digital Revenue	**$ [enter amount]**
Late Fee Revenue	**$ [enter amount]**
Subtotal:	**$ [enter subtotal]**
Totals By Non Service:	
Leased Access Revenue	**$ [enter amount]**
Less Bad Debt Expense /Add Bad Debt Recovery	**$ [enter amount]**
Subtotal:	**$ [enter subtotal]**
Total Gross Annual Revenues[1]	**$ [enter total]**
PEG Access Fee (____%)	**$ [enter % of total]**
PEG Access Fee Due	**$ [enter total due]**

1- Revenues reported on this form shall comply with the definition of Gross Annual Revenues as it is included in Section 1.1(23) herein.

2 - Pay Service includes all Pay Channels, Pay-Per-View Movie/Event revenue and other Cable Service Revenue pursuant to the definition of Gross Annual Revenues in Article 1.1 herein.

3- Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments, charges and fees.

Authorized Comcast Representative:

_____ **Date:**_____

EXHIBIT 7

ORIGINATION SITES

Public School Buildings:

Dracut Senior High (including studio)

Lakeview Junior High

Englesby Intermediate

Brookside Elementary

Campbell Elementary

Greenmont Elementary

Parker Avenue Elementary

School Office

Municipal Buildings:

Sewer Department

Town Hall and Annex

Fire Department(s)

Police Department(s)

Council on Aging

Water Department

Department of Public Works

Historical Society

Harmony Hall

Public Library

Housing Authority

EXHIBIT 8

BILLING AND TERMINATION OF SERVICE

207 CMR 10.00

10.01: Billing Practices Notice

(1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.

(2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.

(3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

(4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

(1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

(2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

(3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

(4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

(5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

(6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

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

10.03: Form of Bill

(1) The bill shall contain the following information in clear, concise and understandable language and format:

(a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

(b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;

(c) the dates on which individually chargeable services were rendered or any applicable credits were applied;

(d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;

(e) the amount of the bill for the current billing period, separate from any prior balance due;

(f) The date on which payment is due from the subscriber.

(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:

(a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
(b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
(c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
(3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

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

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

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

10.06: Charges for Disconnection or Downgrading of Service

(1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:

(a) A subscriber requests total disconnection from cable service; or
(b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
(2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

(1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.

(2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.

(3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).

(4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

(5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

(3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 9

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 **Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service,

at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

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

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

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

(ii) Billing--

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

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

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

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

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

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

(4) Definitions--

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

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

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

EXHIBIT 10

CABLE DIVISION FORM 500

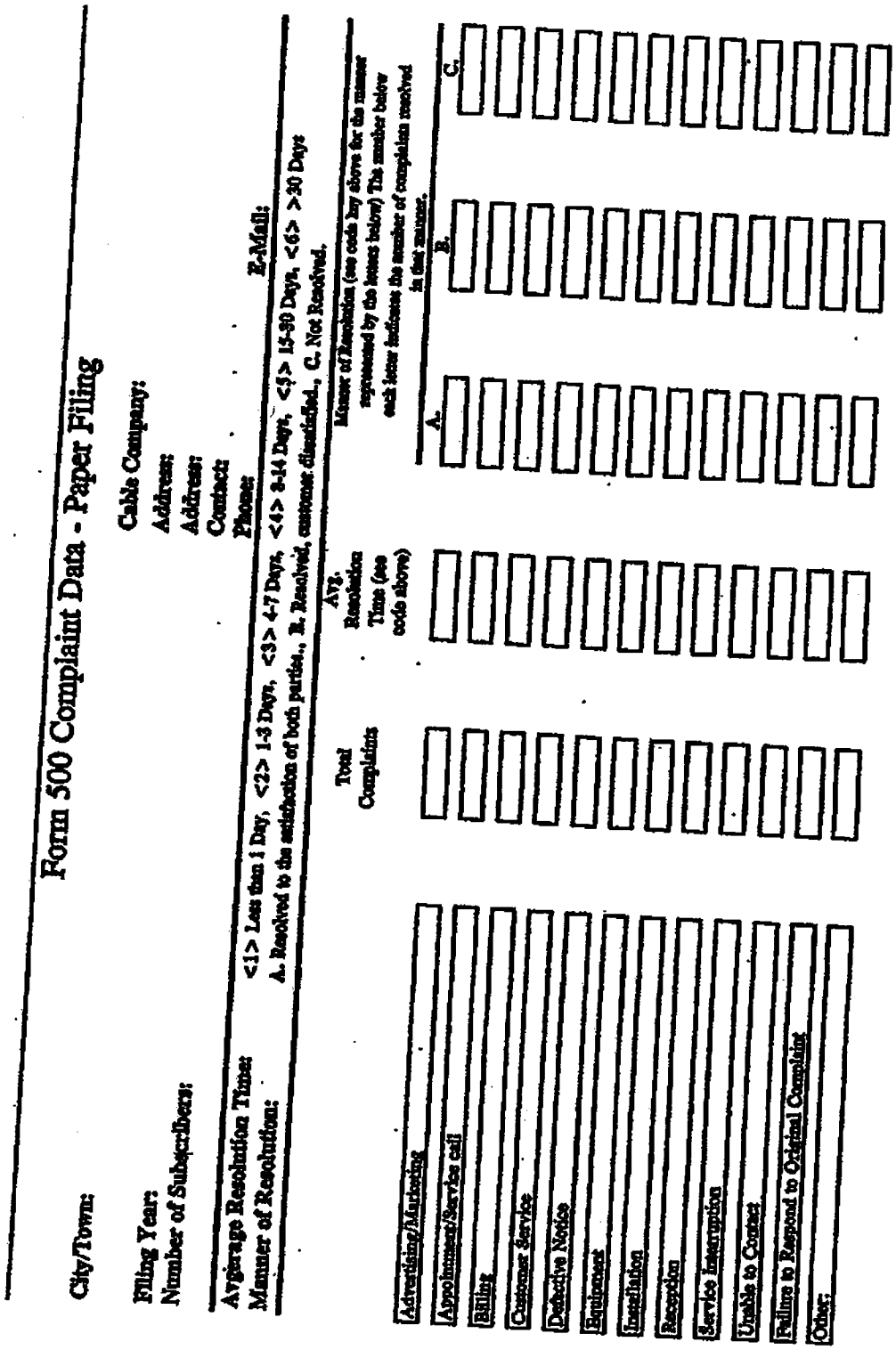

EXHIBIT 11

EQUIPMENT LIST

Dracut Inventory

Dracut	CN8-Access		1	Sony 3-chip camera system	Sony	pac-327
Dracut	CN8-Access			14X Camera Lens	Fuji	VCL-714BX
Dracut	CN8-Access			Sony Rear Zoom/Focus Controls	Sony	LO-1011
Dracut	CN8-Access			Tee Nee C.C.U. Camera Cables	TeeNee	CCQ-25
Dracut	CN8-Access			Bogen Tripod Dolly	Bogen	3067
Dracut	CN8-Access			Bogen Tripod Systems (3192/3066)	Bogen	3195
Dracut	CN8-Access			Sigma Color Bar/Sync. Generator	Sigma	CSG-455
Dracut	CN8-Access			Echolab Video Production S.E.G.	Echolab	MVS-5
Dracut	CN8-Access			Sony Production 13" Monitor	Sony	PVM-135IQ
Dracut	CN8-Access			Sony Rack Mount Kit	Sony	MB-502B
Dracut	CN8-Access			Panasonic 13" TV/Monitor	Panasonic	CT1384VY
Dracut	CN8-Access			FEC Rack Mount Kit	FEC	RCT1383
Dracut	CN8-Access			Panasonic A/V Switcher	Panasonic	WJ-MX50
Dracut	CN8-Access			Marantz CD Player	Marantz	PMD320
Dracut	CN8-Access			JBL Stereo Speakers	JBL (2)	Control-1
Dracut	CN8-Access			Shure Lavalier Microphone	Shure	SM-83
Dracut	CN8-Access			Shure Wireless Mic System	Shure	SC14/84
Dracut	CN8-Access			Shure Wireless Mic System	Shure	SC24/58
Dracut	CN8-Access			Shure Microphone	Shure	VP64
Dracut	CN8-Access			Panasonic A/B Edit Controller	Panasonic	AG-A850
Dracut	CN8-Access			Panasonic SVHS Edit Player	Panasonic	AG-DS540
Dracut	CN8-Access			Panasonic SVHS Edit Recorder	Panasonic	AG-DS550
Dracut	CN8-Access			Panasonic Edit Control Cable	Panasonic	AU-C5
Dracut	CN8-Access			Atlas Microphone Stand	Atlas	MS-10C
Dracut	CN8-Access			Tec. Nec. Studio Chart Kit	TecNec	ACC-2
Dracut	CN8-Access			Seconic Light Meter	Seconic	L-246
Dracut	CN8-Access			Sigma Video Distribution Amp.	Sigma	VDA-26
Dracut	CN8-Access			Sigma Audio Distribution Amp.	Sigma	ADA-26
Dracut	CN8-Access			Sigma Rack Mount Kit	Sigma	FR3-100
Dracut	CN8-Access			Leightronix Event Controller/SWR	Leightronix	PRO-8
Dracut	CN8-Access			Leightronix Interface Kit	Leightronix	PRJVSRM
Dracut	CN8-Access			Leightronix Interface/Sony VP5000	Leightronix	PRSY
Dracut	CN8-Access			Panasonic SVHS Camcorder	Panasonic	AG-456
Dracut	CN8-Access			Bogen Tripod System	Bogen	3140
Dracut	CN8-Access			NGR Vari-Watt Camera Light	NGR	Varalight
Dracut	CN8-Access			Bescor Battery Light w/Strap	Bescor	EXC-5 XLR
Dracut	CN8-Access			Shure Audio Mixer	Shure	M367
Dracut	CN8-Access			Panasonic 3-Chip Camera w/access	Panasonic	Supercam
Dracut	CN8-Access			Panasonic Studio Viewer Finder	Panasonic	WV-F65B
Dracut	CN8-Access			Panasonic Mounting Adaptor	Ramsa	AG-YA800P
Dracut	CN8-Access			Panasonic Mounting Kit	Panasonic	WV-Q71
Dracut	CN8-Access			Panasonic Microphone Mount	Panasonic	AG-MH800

Dracut	CN8-Access			Panasonic Rear Zoom/Focus	Panasonic	WV-LK36
Dracut	CN8-Access			NGR Power Supply	NGR	12560
Dracut	CN8-Access			Beyer Dynamic Shotgun Microphone	Beyer	MCE86
Dracut	CN8-Access			Panasonic 13" Monitor	Panasonic	CT1390Y
Dracut	CN8-Access			Soundcraft Audio Mixer	Soundcraft	RAC PAC
Dracut	CN8-Access			ESE Audio Distribution Amp.	ESE	ES207A
Dracut	CN8-Access			ESE Video Distribution Amp.	ESE	217
Dracut	CN8-Access			Symetrix Compressor/Limiter	Symetrix	421M
Dracut	CN8-Access			Marantz Audio Cassette Deck	Marantz	PMD-501
Dracut	CN8-Access			Panasonic SVHS Slo-Mo Edit Recorder	Panasonic	AG-DS850
Dracut	CN8-Access			Panasonic SVHS Edit Recorder	Panasonic	AG-DS550
Dracut	CN8-Access			Aavelin Magic Box System	Avelin	Aavelin
Dracut	CN8-Access			Videonics C.G.	Videonics	TM-3000
Dracut	CN8-Access			Tec Nec Camcorder Rain Cover	Tec Nec	456
Dracut	CN8-Access			RTS Intercom Base Unit	RTS	RM300
Dracut	CN8-Access			RTS Intercom Power Supply	RTS	PS15
Dracut	CN8-Access			RTS Intercom Belt Pack	RTS	BP318
Dracut	CN8-Access			Panasonic 13" Color Monitor	Panasonic	CT1390Y
Dracut	CN8-Access			RTS Intercom Splitter Box	RTS	TW5W
Dracut	CN8-Access			JVC 9" Video Monitor	JVC	TM-A9U
Dracut	CN8-Access			Whirlwind 100/12 Audio Snake	Whirlwind	MS-1204SL
Dracut	CN8-Access			Crown Amplifier	Crown	D-75
Dracut	CN8-Access			Leader Waveform Monitor	Leader	5860C
Dracut	CN8-Access			Leader Vector Scope	Leader	5850C
Dracut	CN8-Access			Leader Rack Mount Kit	Leader	LR2400A1
Dracut	CN8-Access			EV Microphones	EV	635/ND
Dracut	CN8-Access			Whirlwind 150/6 Audio Snake	Whirlwind	MS-60NR50
Dracut	CN8-Access			AVS- Junior Level 2 C.G.	AVS	Manuscript
Dracut	CN8-Access			JVC SVHS VCR	JVC	SR-S365U
Dracut	CN8-Access			Pansonic Super Drive VCR	Panasonic	AG1340
Dracut	CN8-Access			DVD Player		DVDS29
Dracut	CN8-Access			Ramsa Audio Board	Ramsa	WR-S4416
Dracut	CN8-Access			Symetrix Phone Interface	Symetrix	T1-101
Dracut	CN8-Access			B/W 9" Monitors		TR990C
Dracut	CN8-Access			SVHS Camcorder	Panasonic	AG190

SIGNATURE PAGE

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF _____ 20___

TOWN OF DRACUT

Selectman

Selectman

Selectman

Selectman

Comcast of Massachusetts, I., Inc

By:

Kevin M. Casey
President,
Northern Division