

*Renewal Cable Television License for the City of Marlborough, MA
Term: 5/13/06 through 5/12/16*

**RENEWAL
CABLE TELEVISION LICENSE
FOR
THE CITY OF MARLBOROUGH,
MASSACHUSETTS**

Table of Contents

INTRODUCTION	4
ARTICLE 1 DEFINITIONS	5
SECTION 1.1 - DEFINITIONS.....	5
ARTICLE 2 GRANT OF RENEWAL LICENSE	9
SECTION 2.1 - GRANT OF RENEWAL LICENSE.....	9
SECTION 2.2 - TERM: NON-EXCLUSIVITY	9
SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS	9
SECTION 2.4 - RENEWAL	10
SECTION 2.5 - RESERVATION OF AUTHORITY	10
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE.....	11
ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION	13
SECTION 3.1 - AREA TO BE SERVED.....	13
SECTION 3.2 - SUBSCRIBER NETWORK.....	15
SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS.....	15
ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS	18
SECTION 4.1 - SYSTEM MAINTENANCE.....	18
SECTION 4.2 - REPAIRS AND RESTORATION	19
SECTION 4.3 - TREE TRIMMING.....	19
SECTION 4.4 - STRAND MAPS	19
SECTION 4.5 - BUILDING MOVES	20
SECTION 4.6 - DIG SAFE.....	20
SECTION 4.7 - DISCONNECTION AND RELOCATION.....	20
SECTION 4.8 - EMERGENCY REMOVAL OF PLANT.....	21
ARTICLE 5 PROGRAMMING	22
SECTION 5.1 - BASIC CABLE SERVICE	22
SECTION 5.2 - PROGRAMMING.....	22
SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS	22
SECTION 5.4 - STEREO TV TRANSMISSIONS.....	22
SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE.....	23
ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT	24
SECTION 6.1 - PEG ACCESS CHANNEL(S)	24
SECTION 6.2 - PEG ACCESS PROVIDER	25
SECTION 6.3 - PEG ACCESS SUPPORT	26
SECTION 6.4 - PEG ACCESS CAPITAL SUPPORT.....	27
SECTION 6.5 - EDUCATIONAL ACCESS EQUIPMENT FUNDING	27
SECTION 6.6 - GOVERNMENT ACCESS EQUIPMENT FUNDING ..	ERROR! BOOKMARK NOT DEFINED.
SECTION 6.7 - REPORT OF DISBURSEMENTS.....	29
SECTION 6.8 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION	30
ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION	30
SECTION 7.1 - CUSTOMER SERVICE	31
SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES	31
SECTION 7.3 - SUBSCRIBER' ANTENNAS - SWITCHING DEVICES	31
SECTION 7.4 - SERVICE INTERRUPTIONS	32
SECTION 7.5 - SUBSCRIBER TELEVISION SETS.....	32

SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY.....	32
SECTION 7.7 - MONITORING	32
SECTION 7.8 - POLLING.....	33
SECTION 7.9 - PROPRIETARY INFORMATION.....	33
SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS	34
ARTICLE 8 PRICES AND CHARGES.....	35
SECTION 8.1 - PRICES AND CHARGES.....	35
ARTICLE 9 REGULATORY OVERSIGHT.....	36
SECTION 9.1 - INDEMNIFICATION.....	36
SECTION 9.2 - INSURANCE	36
SECTION 9.3 - PERFORMANCE BOND	37
SECTION 9.4 - LICENSE FEES	38
SECTION 9.5 - REPORTS	38
SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY	39
SECTION 9.7 - REVOCATION OF LICENSE.....	39
SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE.....	40
SECTION 9.9 - TRANSFER OR ASSIGNMENT.....	41
SECTION 9.10 - REMOVAL OF SYSTEM	42
SECTION 9.11 - INCORPORATION BY REFERENCE.....	42
ARTICLE 10 MISCELLANEOUS.....	44
SECTION 10.1 - SEVERABILITY	44
SECTION 10.2 - FORCE MAJEURE.....	44
SECTION 10.3 - NOTICES	44
SECTION 10.4 - ENTIRE AGREEMENT.....	46
SECTION 10.5 - CAPTIONS.....	46
SECTION 10.6 - WARRANTIES.....	46
SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE.....	47
SIGNATURE PAGE.....	48
EXHIBIT A BUILDINGS ON THE CABLE SYSTEM.....	49
EXHIBIT B INSTITUTIONAL NETWORK DROPS	50
EXHIBIT C PROGRAMMING.....	51

MARLBOROUGH RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee"), is the duly authorized holder of a license to operate a cable television system in the City of Marlborough, Massachusetts (hereinafter the "City"), said license having commenced on May 13, 1996;

WHEREAS, Licensee filed a written request for a renewal of its license by letter in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this cable television renewal license with the Licensee for the construction and continued operation of a cable television system on the terms and conditions set forth herein; and

WHEREAS, the City's Mayor, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this cable television renewal license is issued upon the following terms and conditions:

ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

(a) **Basic Cable Service** - any service tier distributed over the Marlborough Cable System, which includes the retransmission of Broadcast signals, if any, required to be carried on basic cable service pursuant to federal law.

(b) **Broadcast** - Over-the-air transmission by a radio or television station

(c) **Cable Act** - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) **Cable Television System or Cable System** – the facility owned, constructed, installed, operated and maintained by Licensee in the City of Marlborough, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, 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; or (d)

an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(e) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

(f) Cable Service or Service - the one-way transmission to Subscribers of (i) video programming, or (ii) other Programming service, and Subscribers interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

(g) Drop - The coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(h) Educational Access Channel - Video channel(s) owned by Licensee designated for non-commercial use by educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

(i) Effective Date - May 13, 2006.

(j) FCC - Federal Communications Commission or any successor governmental entity.

(k) Franchise Fee - The payments to be made by the Licensee to the Issuing Authority, the City of Marlborough and or any other governmental subdivision, such as an Access Corporation or access trust, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(l) Governmental Access Channel - Channel owned by Licensee designated for noncommercial use by the Issuing Authority for the purpose of showing public local government programming.

(m) Gross Annual Revenues - Revenues received by the Licensee for the operation of Cable Service(s) over the Cable Television System including, without limitation: Basic Cable Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all commercial Subscriber revenues; fees paid for channels designated for commercial use; and converter, remote control and other equipment rentals and/or leases or sales. Gross Annual Revenues shall not include any fee or tax (in the nature of a franchise fee or sales tax) on Services furnished by the Licensee and paid to any governmental entity and collected by the Licensee on

behalf of such entity. Gross Annual Revenues shall also be adjusted for reductions to cash receipts, such as refunds and bad debt.

(n) Issuing Authority - The Mayor of the City of Marlborough, Massachusetts, or the lawful designee thereof.

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

(o) License Fee - The payments to be made by the Licensee to the Issuing Authority, the City of Marlborough and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(p) Multichannel Video Programming Distributor - A Person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by Subscribers or customers, multiple channels of video programming.

(q) Outlet - An interior receptacle that connects a television set to the Cable Television System.

(r) Public, Educational and Government (PEG) Access Programming - Programming produced by any Marlborough residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

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

(t) Public Access Channel - Video channel(s) owned by Licensee designed for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(v) Public Way - The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, compatible public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any compatible temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the City of Marlborough, which shall entitle the Licensee, subject to applicable law, to the use thereof for the purpose of installing, operating, repairing, and

maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the City of Marlborough for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(w) Public Buildings - Those buildings owned or leased by the Issuing Authority for government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(x) Renewal License or License - Means this agreement and any amendments or modifications in accordance with the terms herein.

(y) Standard Installation - The standard one hundred twenty-five foot (125') Drop connection to the existing distribution system.

(z) Subscriber - A Person or user of the Cable System who lawfully receives Cable Service with the Licensee's express permission.

(aa) Subscriber Network - The trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ab) City - The City of Marlborough, Massachusetts.

(ac) 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 M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Comcast of Massachusetts I, Inc., a Massachusetts Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the City of Marlborough. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal License is granted under, subject to and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE M.G.L.c. 166A §3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on May 13, 2006, following the expiration of the current license, and shall terminate at midnight on May 12, 2016.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25]

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable

Television System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities, and provided to the extent required by M.G.L 166, section 22 through 25 Licensee obtains the permission and consent of the City's grant of location authority. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL [SEE M.G.L.c. 166A §13]

(a) In accordance with the provisions of federal law, M.G.L.c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any laws, lawful codes or lawful ordinances of general applicability and not specific to the Cable Television System, the Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers believed by Licensee to be unlawful shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - NON-EXCLUSIVITY OF 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 portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable System within the City of Marlborough; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses, in accordance with applicable law.

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

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted, from and after the execution date hereof, 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. The Issuing Authority shall convene said hearing within sixty (60) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. 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) and Renewal 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 to justify its belief.

(ii) Should the Licensee demonstrate and the Issuing Authority reasonably finds 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 enter into good faith negotiations with the Licensee to arrive at equitable amendments to this Renewal License.

(iii) In the event that the Licensee demonstrates that any existing cable television operators in the City have been provided relief by the Issuing Authority from any material obligation of its cable television license, then the Licensee may request an equivalent amount of relief from obligations herein. The Issuing Authority must agree in writing to any such request, which request the Issuing Authority shall consider and negotiate in good faith, and which shall be in the form of a written amendment to this Renewal License. To obtain such relief, the Licensee shall request, in writing,

that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. 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 existing cable television operators in the City have been provided relief by the Issuing Authority from any material obligation of its cable television license. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

(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.

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

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to said information not being proprietary as reasonably and mutually determined Licensee's counsel and the City's counsel.

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

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE M.G.L.c. 166A §3(a)]

(a) The Licensee shall make Cable Service available to every residential dwelling unit within the City where the minimum density is at least twenty-five (25) dwelling units per aerial mile and forty (40) dwelling units per underground mile providing however, that such dwelling units are within one (1) mile of the existing Cable System and the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with the Cable Act. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously un-served homes located within one hundred twenty-five feet (125') of the Licensee's distribution cable. For non-Standard Installations the Licensee shall offer said service within sixty (60) days of a Subscriber requesting such for aerial installations and one hundred and eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to Subscribers of the City, which are currently served by Licensee, Licensee shall continue to serve said Subscribers. With respect to areas of the City which are currently served by Licensee from a contiguous cable television system or currently un-served but could be served by abutting town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting town.

(b) Installation costs shall conform to the Cable Act. Any dwelling unit within one hundred twenty-five feet (125 ft.) aerial or one hundred twenty-five feet (125 ft.) underground of the distribution cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred twenty-five feet (125 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws. For installations more than one hundred twenty-five feet (125

ft.), not involving a hard surface, the first one hundred twenty-five feet (125 ft.) shall be at the Standard Installation rate.

(c) Provided Licensee has at least ninety (90) days prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Licensee. The developer shall be responsible for the digging and back filling of all trenches.

(d) Upon the Execution Date of this Renewal License, in the areas of the City 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 the Licensee shall likewise place its facilities underground at no cost to the City.

(e) If applicable under Section 3.1 supra, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable City ordinances, rules, regulations and/or standards. Licensee shall comply with all applicable state laws and regulations concerning Massachusetts "DIG-SAFE" requirements and may adjust rates relative to underground relocation in accordance with applicable law. Nothing in this paragraph (e) shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment, except to the extent required by generally applicable law and regulations.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee shall maintain a Cable Television System, fully capable of carrying a minimum of seventy-seven (77) channels of Video Programming to Marlborough Subscribers.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS [SEE M.G.L.c. 166A §5(e)]

(a) The Licensee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the City, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the City, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

(b) Licensee shall provide one (1) Drop, Outlet and Basic Cable Service at no charge to all new Public Buildings and other City owned Public Buildings, along the distribution cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of the Licensee to determine the appropriate location for each Outlet prior to requesting that the Licensee install the free service.

(c) Nothing in this Section shall require the Licensee to move existing Drops or Outlets, as listed in **Exhibit A**, or install an additional Drop or Outlet to any municipal or City owned or leased Public Building which already have a Drop or Outlet provided consistent with Section 3.3 or applicable state law.

SECTION 3.4 - CURRENT INSTITUTIONAL NETWORK ("I-NET")

(a) During the first year of this Renewal License, the Licensee shall continue to provide and maintain the existing Institutional Network ("I-Net") for composite video transmission only. Said I-Net shall be capable of transmitting from and among the municipal buildings identified in **Exhibit B** attached hereto and made a part herein.

(b) The Licensee shall maintain the existing I-Net Drops and I-Net Outlets at no charge to each of the municipal buildings identified in **Exhibit B**. Additional I-Net Drops and I-Net Outlets, if any, in excess of the above shall be installed by the Licensee providing that said Drop is located along the existing I-Net route, said Drop and Outlet installations are standard installations and said Drop and Outlet installation costs (labor and material) are subject to payment by the City of the Licensee's actual costs of said installation plus a return on investment as allowed under applicable law.

(c) Unless otherwise provided herein, the City and its designated I-Net users shall be solely responsible for any and all end user interface equipment including but not limited to, video production equipment. Licensee shall be responsible for all equipment necessary to make interaction possible with Subscriber Network.

SECTION 3.5 – VIDEO RETURN LINE (PCF)

(a) During years two through ten of this Renewal License, the Licensee shall provide and maintain the Video Return Lines (formerly the "Institutional Network") and Licensee shall provide a newly constructed passive coaxial fiber network ("PCF"), to be utilized by the Issuing Authority, its designees and/or city departments consistent with Section 3.5. If necessary to provide said PCF, Licensee may modify the existing I-Net hub site. Said PFC construction costs shall not exceed sixty thousand dollars (\$60,000.00). Said Video Return Lines shall be a PCF and shall be capable of transmitting composite video and audio transmissions from those municipal and school buildings identified in **Exhibit B** and returned over the Subscriber Network.

(b) The Licensee shall continue to provide an activated Drop and Outlet to the buildings listed in **Exhibit B**, without charge(s) to the City and/or any designated buildings.

(c) The PCF Video Return Lines shall continue to be interconnected with the Subscriber Network at the Headend, hubsite or other location at the Licensee's sole discretion. All remote video return line signals to be interconnected to a downstream PEG Access Channel shall be sent on an I-Net

of PCF (consistent with Sections 3.4 and/or 3.5) upstream channel to said Headend, hubsite or other location.

(d) The Licensee shall continue to have the sole responsibility for maintaining the video return line for the period of time indicated in Section 3.5(a) above, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the video return line in accordance with 47 CFR §76.601.

(e) In the event that the Issuing Authority or its designee(s) requests modification of the use, function and/or design (including drop and outlet locations) of said PCF and such modification(s) are technically feasible, such requested modifications shall not cause the total of said PCF construction cost to exceed sixty thousand dollars (\$60,000.00).

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE [SEE M.G.L.c. 166A §5]

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the City, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Issuing Authority, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE M.G.L.c. 166A §5(g)]

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

SECTION 4.3 - TREE TRIMMING [SEE M.G.L.c. 166A §5(a)]

The Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with applicable state law and any City ordinances and regulations.

SECTION 4.4 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the City, which will show those areas in which its facilities exist, the location of all streets, the location of all residences and the location of Licensee's distribution plant and appurtenances within the City's Public Ways. The

strand maps will be retained at Licensee's primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

SECTION 4.5 - BUILDING MOVES [SEE M.G.L.c. 166 §39]

(a) In accordance with applicable laws, the Licensee shall, at its sole expense, upon the written request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.6 - DIG SAFE [SEE M.G.L.c. 82 §40]

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

SECTION 4.7 - DISCONNECTION AND RELOCATION [SEE M.G.L.c. 166 §39]

(a) The Licensee shall, at no charge to the City, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

(b) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the City, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the City shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

**ARTICLE 5
PROGRAMMING**

SECTION 5.1 - BASIC CABLE SERVICE

The Licensee shall make available a Basic Cable Service tier to all Subscribers in accordance with 47 U.S.C. 534. In accordance with federal law, Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Cable Services.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, the Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit C**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Licensee.

(b) Licensee shall comply with 76.309(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of Programming changes.

SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS

The Licensee shall allow Subscribers to purchase remote control devices, which are compatible with the converter installed by the Licensee, if any, and allow the use of remotes. The Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with federal law.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of channel capacity for public, educational and governmental ("PEG") access shall be provided on the most basic tier of service offered by Licensee in accordance with federal law, 47 U.S.C. 531, and as further set forth below: Licensee does not relinquish its ownership of a channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest in the channel by virtue of the use of said channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse upon notice, to the extent permitted by applicable law, to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority, or its designee(s), currently the existing Marlborough Cable Trust shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall insure that PEG Access Channel(s) and PEG access equipment will be available on a non-discriminatory basis.

(b) Licensee shall designate capacity of one (1) Subscriber Network downstream channel for a Public Access Channel to be used for public access video programming provided by the Issuing Authority or its designee, currently the existing Marlborough Cable Trust (**See Exhibit D**). A Public Access Channel may not be used to cablecast programs for profit, or political or commercial fundraising in any fashion. Licensee may utilize unused channel capacity to the extent it is permitted under 47 U.S.C. 531(d)(1) - (2) subject to Issuing Authority rules and procedures regarding the utilization of unused channel capacity and the cessation of such use.

(c) Licensee shall designate capacity of one (1) Subscriber Network downstream channel for an Educational Access Channel to be used for educational access video programming provided by the Marlborough Public School Department or designated educational institution and/or Users, designated by the Marlborough Public School Department. An Educational Access Channel may not be used to cablecast programs for profit, political or commercial fundraising in any fashion. Licensee may utilize unused channel capacity to the extent it is permitted under 47 U.S.C. 531(d)(1) - (2) subject to Issuing Authority rules and procedures regarding the utilization of unused channel capacity and the cessation of such use.

(d) Licensee shall designate capacity of one (1) Subscriber network downstream channel for a Governmental Access Channel to be used for government access Programming provided by the Issuing Authority or its designee, currently the existing Marlborough Cable Trust or a public non-profit access organization. A Government Access Channel may not be used to cablecast programs for profit, or political or commercial fundraising in any fashion. Licensee may utilize unused channel capacity to the extent it is permitted under 47 U.S.C. 531(d)(1) - (2) subject to Issuing Authority rules and procedures regarding the utilization of unused channel capacity and the cessation of such use.

SECTION 6.2 – PUBLIC AND GOVERNMENT ACCESS PROVIDER

Beginning on the Effective Date, the Issuing Authority's designated access provider (currently The Marlborough Cable Trust) shall provide Programming and services to public and government access users, Subscribers and the City as follows:

- (1) Schedule, operate and program the Public Access Channel and Government Access Channel provided in accordance with Section 6.1;
- (2) Manage the annual funding, pursuant to Section 6.3, and funding pursuant to 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.4 below;

- (4) Conduct training programs in the skills necessary to produce public and government access programming;
- (5) Provide technical assistance and production services to Public and Government Access users;
- (6) Establish rules, procedures and guidelines for use of the Public Access Channel and Government Access Channel;
- (7) Provide publicity, fundraising, outreach, referral and other support services to Public and Government access users;
- (8) Assist users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public and Government Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 – PUBLIC AND GOVERNMENT ACCESS SUPPORT

(a) Upon the Effective Date of this License, the Licensee shall have no responsibilities for Public and Government Access Programming within the City, except as otherwise provided herein.

(b) Licensee shall provide annual payments to the Issuing Authority, made payable to Marlborough Cable Trust or the Issuing Authority's designee, for Public and Government Access Programming purposes, equal to four and one-eighth percent (4.125%) of its Gross Annual Revenues. Said annual payments shall be used for, among other things, salary, operating and other related expenses connected to Marlborough Public and Government Access Programming and operations. The first payment shall be made on March 15, 2007 for the period of January 1, 2006 through December 31, 2006. Annually thereafter during the term of this Renewal License, Licensee shall provide payments each March 15th based on its Gross Annual Revenues from the similar accounting period of the previous Renewal License year. The final payment pursuant to this

paragraph shall be made on March 15, 2016, based on the Licensee's Gross Annual Revenues for the period of January 1, 2015 through December 31, 2015.

(c) The Licensee shall file with each annual payment a statement certified by Licensee's duly authorized financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues derived by the Licensee during the payment accounting periods pursuant to Section 6.3(b). Said statement shall list all of the general categories comprising Gross Annual Revenues.

SECTION 6.4 – PUBLIC AND GOVERNMENT ACCESS CAPITAL SUPPORT

Licensee shall provide a total capital payment of one hundred sixty thousand dollars (\$160,000.00) to the Issuing Authority, made payable to the Marlborough Cable Trust or the Issuing Authority's designee, to be used for the purchase of Public and Government Access equipment and or facilities. All equipment and or facilities purchased with these funds will be owned, operated and maintained by the City and/or its designee. Said payments, shall be paid by Licensee as follows:

- (i) within sixty (60) days of the Execution Date of this Renewal License, Eighty Thousand Dollars (\$80,000.00);
- (ii) on or before May 13, 2011, Forty Thousand Dollars (\$40,000.00); and
- (iii) on or before May 13, 2013, Forty Thousand Dollars (\$40,000.00).

SECTION 6.5 – EDUCATION ACCESS PROVIDER

Beginning on the Effective Date, the Marlborough Public School Department shall provide Programming and services to educational access users, Subscribers and the City as follows:

- (1) Schedule, operate and program the Education Access Channel provided in accordance with Section 6.1;
- (2) Manage the annual funding, pursuant to Section 6.6, and the funding pursuant to 6.7 below;

- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.7 below;
- (4) Conduct training programs in the skills necessary to produce Education Access Programming;
- (5) Provide technical assistance and production services to education access users;
- (6) Establish rules, procedures and guidelines for use of the Education Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to education access users;
- (8) Assist users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the Education Access Channel, facilities and equipment as appropriate and necessary.

SECTION 6.6 – EDUCATION ACCESS SUPPORT

(a) Upon the Effective Date herein, the Licensee shall have no responsibilities for Education Access Programming within the City, except as otherwise provided in herein.

(b) Licensee shall provide annual payments to the Educational Telecommunications Program (ETP) of the Marlborough Public School Department and Issuing Authority for Education Access purposes as governed as of the day prior to the Effective Date of this Renewal License, equal to one-half percent (.5%) of its Gross Annual Revenues. Said annual payments shall be used for, among other things, salary, operating and other related expenses connected to the Marlborough ETP. The first payment shall be made on March 15, 2007 for the period of January 1, 2006 through December 31, 2006. Annually thereafter during the term of this Renewal License, Licensee shall provide payments each March 15th based on its Gross Annual Revenues from the similar accounting period of the previous Renewal License year. The final payment pursuant to this paragraph shall be made on March 15, 2016, based on the Licensee's Gross Annual Revenues for the period of January 1, 2015 through December 31, 2015.

(c) The Licensee shall file with each annual payment a statement certified by Licensee's duly authorized financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues derived by the Licensee during the payment accounting periods pursuant to Section 6.3(b). Said statement shall list all of the general categories comprising Gross Annual Revenues.

SECTION 6.7 – EDUCATION ACCESS CAPITAL SUPPORT

Licensee shall provide a total capital payment of one hundred twenty thousand dollars (\$120,000.00) to the ETP of the Marlborough Public School Department and Issuing Authority to be used for the purchase of Education Access equipment and or related facilities. All equipment and facilities purchased with these funds will be owned, operated and maintained by the Marlborough Public School Department. Said payments, shall be paid by Licensee as follows:

- (i) within sixty (60) days of the Execution Date of this Renewal License, Sixty Thousand Dollars (\$60,000.00);
- (ii) on or before May 13, 2011, Thirty Thousand Dollars (\$30,000.00); and
- (iii) on or before May 13, 2013, Thirty Thousand Dollars (\$30,000.00).

SECTION 6.8 – REPORT OF DISBURSEMENTS

(a) Annually, on or before February 15th, the Issuing Authority shall cause its designated access provider, to submit to the Issuing Authority with a copy to the Licensee a written report showing actual disbursements made of the funds provided by the Licensee pursuant to Section 6.3 and 6.4 above. Annually, on or before February 15th, the Marlborough Public School Department, or its designee, shall submit to the Issuing Authority with a copy to the Licensee a written report showing actual disbursements made of the funds provided by the Licensee pursuant to Section 6.6 and 6.7 above.

(b) Said reports shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG access facilities.

(c) If upon review of either report, the Licensee finds that any use of the funds by the access provider have been inappropriately related to PEG Access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree that funds have not been used appropriately, the Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG access support and or PEG access capital payments, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of the funds.

(e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing Authority disagrees with the Licensee, regarding the inappropriate use of funds, the matter may be referred to the Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

SECTION 6.8 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG access channels, equipment, or other facilities to provide for-profit commercial services, which have the effect of competing with the Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of the Licensee.

ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time attached hereto as Exhibit E. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time. During the term of this Renewal License, the Licensee shall provide a full service walk-in customer service office within the City or in any municipality contiguous to Marlborough, for the purpose of receiving customer inquiries and complaints including without limitation those regarding billing, service, installation, equipment malfunctions, answering general inquiries, and receiving, or exchanging cable services equipment. Said customer service office shall be open for walk-in business Monday through Friday during Normal Business Hours, as defined in Exhibit E. In the event that Licensee elects to relocate said customer service office to a contiguous municipality, License shall make its best efforts to provide a third party payment location within the City.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES [SEE M.G.L.c. 166A §10]

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Cable Division or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Cable Division shall be notified by the Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of Subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 7.3 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES [SEE M.G.L.c. 166 §5(h)]

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 7.4 - SERVICE INTERRUPTIONS [SEE M.G.L.c. 166A §5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 7.5 - SUBSCRIBER TELEVISION SETS [SEE M.G.L.c. 166A §5(d)]

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY

The Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 7.7 – MONITORING [SEE 47 USC 551]

Neither the Licensee nor its designee nor the Issuing Authority nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that the Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel

usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not the Licensee has authorized such activity. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

SECTION 7.8 – POLLING [SEE 47 USC 551]

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 7.9 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this License, the Licensee shall not be required to disclose information, which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by the Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information. The Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Licensee to be competitively sensitive.

SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Licensee.

ARTICLE 8
PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

**ARTICLE 9
REGULATORY OVERSIGHT**

SECTION 9.1 - INDEMNIFICATION [SEE M.G.L.c. 166A §5(b)]

The Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority following receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

SECTION 9.2 - INSURANCE [SEE M.G.L.c. 166A §5(c)]

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, the Licensee and listing the City as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy



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will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 9.3 - PERFORMANCE BOND [SEE M.G.L.c. 166A §5(k)]

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(f) a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000) running to the City with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of M.G.L.c. 166A, § 5(a), (m) and (n);
 - (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);
 - (3) the indemnity of the City in accordance with M.G.L.c. 166A, § 5(b);
- and

(4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f).

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent. The Issuing Authority shall not unreasonably withhold its consent.

SECTION 9.4 – FRANCHISE AND LICENSE FEES [SEE M.G.L.c. 166A §9]

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total financial commitment 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 also include (i) the PEG Access Annual Support (Section 6.3, Section 6.6 and Section 9.4(a)) and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act, but shall not include the following: (i) PEG Access Capital Support (Section 6.4 and Section 6.7); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by the Licensee to the City pursuant to this Section shall be made payable to the City and deposited with the City Treasurer unless otherwise agreed by the parties.

SECTION 9.5 - REPORTS [SEE M.G.L.c. 166A §8 and §10]

(a) The Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition,

the Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF LICENSE [SEE M.G.L.c. 166A §11]

The License issued hereunder may, after due written notice and hearing, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L.c. 166A, § 4;

(b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in M.G.L.c. 166A, § 5(j);

(d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein;

(f) For repeated failure to comply with the material terms and conditions herein requires by this M.G.L.c. 166A, § 5; and

(g) For failure to complete construction in accordance with the provisions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

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

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) 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, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(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 9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against the Licensee by the Issuing Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT [SEE M.G.L.c. 166A §7]

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify the Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on the Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM [SEE M.G.L.c. 166A §5(f)]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

9.12 - INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by the Issuing Authority and/or its designee; 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 10
MISCELLANEOUS**

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within the Licensee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to the Licensee.

Office of the Mayor
City of Marlborough
140 Main Street
Marlborough, MA, 01752

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Director of Government & Community Relations
28 Travers Street
Allston, MA 02134

with copies to:

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

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

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - 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 without written amendment.

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this 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 date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

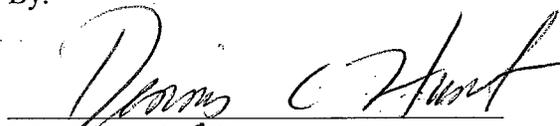
SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 28th DAY OF
February 2005

CITY OF MARLBOROUGH

By:

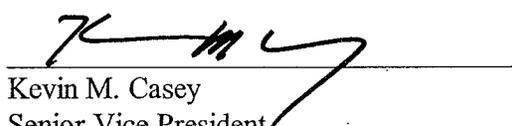


Mayor Dennis C. Hunt

Massachusetts

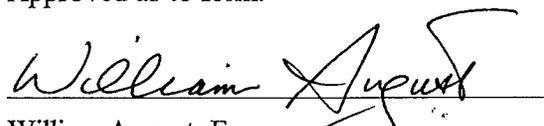
COMCAST OF MASSACHUSETTS, INC.

By:



Kevin M. Casey
Senior Vice President
New England Region

Approved as to form:



William August, Esq.

EXHIBIT A

**PUBLIC BUILDINGS ON
THE CABLE SYSTEM**

Public School Buildings:

Marlborough Middle School	25 Union Street
Assabet Valley Technical School	215 Fitchburg Street
Marlborough High School	431 Bolton Street
Jaworek Early Childhood Center	444 Hosmer Street
Intermediate Elementary School	25 Union Street
Richer School	80 Foley Road
Kane School	520 Farm Road
Freeman School Building	

Municipal Buildings:

Marlborough Police Station	355 Bolton Street
Marlborough Hospital	157 Union Street
Marlborough Fire Station	Main Street
Marlborough Fire Station	Pleasant Street
Senior Center	Fairmont & Newton Streets
The Walker Building (M8 & M10 Studio)	255 Main Street
Marlborough Fire Station	Route 20
Department of Public Works	Neil and Bigelow Street
Marlborough City Hall	140 Main Street

EXHIBIT B

PCF VIDEO ORINATION VIDEO RETURN LOCATIONS

Public School Buildings:

Marlborough High School . 431 Bolton Street

Freeman School Building

Municipal Buildings:

Marlborough Police Station 355 Bolton Street

The Walker Building (M8 & M10 Studio) 255 Main Street

Marlborough City Hall 140 Main Street

EXHIBIT C

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT D

MARLBOROUGH CABLE TRUST

See attachment:

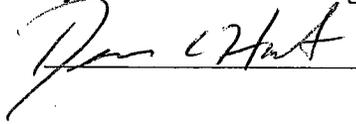
Marlborough CABLE TRUST
EXTENSION AMENDMENT

The Mayor of the City of Marlborough, as Cable Television License Issuing Authority, and Comcast of Massachusetts I, Inc. (Comcast), as successor to Continental Cablevision under the Marlborough Cable Trust (the "Trust") dated May 10th, 1996, do hereby agree to extend the term of said Trust until May 12, 2016, being the expiration date of the Renewal Cable Television License ("Renewal License") by and between the Issuing Authority and Comcast effective May 13, 2006. The intent of the parties is to delete Trust references to the prior Renewal License dated May 13, 1996 ("Prior Renewal License"), make the Trust consistent with the Renewal License, and otherwise continue the Trust as is. The parties therefore amend said Trust as follows:

1. Delete the following Trust references to the Prior Renewal License:
 - a. Art. I, s. 1.1(d) reference to "in accordance with Section 5.2 of the License";
 - b. Art. I, s. 1.1(e) references to "in accordance with Section 5.4(a) of the License" and to "in accordance with Section 5.4(b) of the License";
 - c. Art. I, s. 1.1(f) reference to "in accordance with Section 5.5 and Section 5.8 of the License";
 - d. Art. I, s. 1.1(g) reference to "and in accordance with Section 5.7 of the License"; and
 - e. Art. II, s. 2.2(b) reference to "or in Section 5.10 of the License".
2. Replace Trust Art. II, s. 2.1(a)(i), 2.1(a)(ii), and 2.1(a)(iii) with: "(i) Comcast shall contribute to the Trust only to the extent required pursuant to the Renewal License effective May 13, 2006."; Art. II, s. 2.1(v) shall be deleted; Art. II, s. 2.1(vi) delete "Upon completion of the rebuild".
3. Replace Trust Art. III, s. 3.8 reference to "except as provided in Section 5.2(a) of the License" with "except as provided in Trust Art. I, s. 1.1(d)".
4. Trust references to the "License" or "Renewal License" shall mean the Renewal License effective May 13, 2006.
5. Trust references to Continental Cablevision are amended to refer to Comcast of Massachusetts I, Inc.

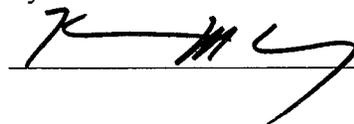
CITY OF MARLBOROUGH

By its Cable License Issuing Authority:

 /date: 1/26/05

COMCAST OF MASSACHUSETTS I, INC.

By:

 /date: 2/28/05

ATTACHMENT:

RENEWAL LICENSE TRUST

AGREEMENT

**Marlborough CABLE TRUST
RENEWAL LICENSE AGREEMENT OF TRUST**

Agreement of Trust dated as of the 10th day of May, 1996, by and among Continental Cablevision ("the Licensee"), and the Mayor of the City of Marlborough as the License Issuing Authority (the "Mayor" or "the Issuing Authority").

Whereas, the Licensee and the Issuing Authority desire to Continue the Marlborough Cable Trust for providing funds for the City as a means of ensuring adequate public, educational and governmental access programming in the City;

Now, therefore, in consideration of the foregoing recitals and of the mutual covenants herein and in furtherance of the cable television license ("the License") granted by the Issuing Authority to Continental and in consideration of the mutual covenants therein, the parties do hereby agree as follows:

**ARTICLE I
LOCAL PROGRAMMING**

Section 1.1 Continuation of the Marlborough Cable Trust

- (a) The name of the Trust hereby is the "Marlborough Cable Trust or the Renewal License Agreement of Trust ("the Trust").
- (b) Licensee and the Issuing Authority agree to continue the Trust for the purpose of providing and promoting local programming and public, educational and municipal access programming by administering and operating a community cable television studio and channels for local cablecasting, training other customary local access activities in accordance with the License and 47 U.S.C. s. 531 as amended and as such activities as are reasonably related thereto.
- (c) The Trust shall be governed by five Trustees who shall carry out the purposes of subparagraph (b), and who shall participate in lawful acts reasonably related thereto.
- (d) The Trust in accordance with Section 5.2 of the License shall equip, maintain and staff the community cable television studio at the Walker Building ("the Community Studio" or "studio") or such other location as four of the five Trustees may

agree in writing.

(e) The Trust, in accordance with Section 5.4(a) of the License, shall establish Rules of Operation for the use of the public access channel by any resident of the City and any organization based in the City, and may require, in accordance with Section 5.4(b) of the License, members of the public to assume individual responsibility for any program-based liability, and to hold the City, the Trust and Licensee harmless for same.

(f) The Trust, in accordance with Section 5.5 and Section 5.8 of the License, shall as a priority purpose promote use of its studio, facilities and channels for educational and School Department purposes, in addition to local programming and public and municipal access purposes.

(g) If requested by the Issuing Authority, and in accordance with Section 5.7 of the License the Trust shall be responsible for assuring that City Council, School Committee and other municipal meetings will be cablecast.

ARTICLE II
CONTRIBUTIONS

Section 2.1 Contributions of Continental

(a) Continental hereby contributes to the Trust for the furtherance of public and municipal access programming in accordance with the terms hereof:

(i) An annual operating grant and rent of 4.125 % of annual gross revenues to be paid to the Trust on March 15th of each year of the License;

(ii) On the effective date of the License a Trust Capital Grant of \$65,000, for equipment replacement or upgrades;

(iii) On the Fifth Anniversary of the License a Trust Capital Grant of \$25,000 for equipment replacement or upgrades;

(iv) Operational and technical assistance to the Trust (or to the Educational Telecommunications Program of the School Department under Section 5.6 of the License, as determined by the Issuing Authority) as requested up to five(5) hours per week or sixty-five (65) hours per quarter for the term of the License, commencing on the effective date of the license with any unused

portion of the sixty-five (65) hours lapsing at the end of each quarter;

(v) Two camera remote controllable camera systems, two cameras, microphones and fixed modulators for both the City Council and School Committee meeting rooms as customary and necessary for said municipal meeting coverage;

(vi) Upon completion of the rebuild two (2) downstream six (6) megahertz local programming and access channels, to be carried on the basic tier, for public and municipal access purposes and subject to the management of the Trust. Said two (2) channels may be used as either composite or separate public and municipal channels as determined by the Trust. Each access channel shall have available to it one dedicated upstream video channel;

(vii) The parties acknowledge existing equipment and other property of the Trust shall continue as equipment and property of the Trust.

Section 2.2 Contributions of Others

(a) The Trustees may solicit and accept grants from local, state and federal government sources and contributions of any kind by private foundations, community groups or individuals and all such grants or contributions shall be held in trust and managed by the Trustees for the purpose provided in Section 4.1 hereof.

(b) Consistent with the current underwriting standards for charitable non-profit, non-commercial television stations, notices of support and underwriting may be permitted on the access channel or within an access production. Any revenues derived from underwriting or notices of support shall be invested back into the Trust for the purpose of producing and promoting PEG access in Marlborough or pay for the actual cost of the productions. Nothing herein, or in Section 5.10 of the License shall authorize the Trust to compete with the Licensee with respect to traditional cable advertising.

ARTICLE III TRUSTEES

Section 3.1 Number and Identity

(a) The Trust shall be administered by five(5) Trustees acting in a fiduciary capacity, including a designee of the Licensee, the Mayor, as the License Issuing Authority, the Superintendent of Schools and two persons the Mayor shall appoint for the term said Mayor deems appropriate, provided that the term of any such appointed Trustee shall not be longer than three(3) years nor less than one(1) year. Trustees appointed pursuant hereto may not be removed by said Mayor prior to the expiration of their term except that said Mayor may remove any Trustee appointed pursuant hereto upon the approval of a majority of those Trustees other than said Mayor and the appointed Trustee said Mayor proposes to remove. Any such appointment shall not become effective, however, until the person named in the written instrument of appointment shall have accepted in writing such appointment and agreed in writing to be bound by the terms of this agreement. An appointment of a Trustee may be made in anticipation of a vacancy to occur at a later date by reason of retirement, resignation or end of appointed term, provided that such appointment shall not become effective prior to such retirement, resignation or end of appointed term. Whenever a vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in this subparagraph the Trustees in office, regardless of their number shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by the Agreement. A written instrument certifying the existence of such vacancy signed by a majority of the Trustees in office shall be conclusive evidence of the existence of such vacancy.

(b) A majority vote of the Trustees shall be necessary for action by the Trustees under the Trust except as otherwise specified.

(c) The Mayor of the City shall be the Chairman of the Trustees and a Trustee elected by majority vote shall be Treasurer of the Trustees and shall serve as Treasurer for two (2) years.

Section 3.2 Meetings and Compensation

(a) The Trustees shall meet on the first Tuesday of each March, June, September and December at 2:00 p.m. in the office of the Mayor of the City. Such regular meetings of the Trustees may be

held without call or formal notice.

(b) Special meetings of the Trustees may be held at any time and at any place when called by a majority of the Trustees, reasonable notice thereof being given to each Trustee by the Trustee(s) calling the meeting. In any case the sending of the notice by mail, at least forty-eight hours, or by telegram, at least twenty-four hours, before the meeting, addressed to the Trustees at their usual or last known business or residence addresses, shall be deemed reasonable notice.

(c) Notice of a meeting need not be given by any Trustee, if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Trustee who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A notice or waiver of notice shall specify the purpose of any meeting of the Trustees.

(d) A majority of the five Trustees shall constitute a quorum for the transaction of business.

(e) The Trustees shall be compensated for attendance at meetings of the Trust by payment of a stipend of Fifty Dollars (\$50.00) per meeting, provided that a limit of one hundred (100.00) in any given month shall be imposed irrespective of the number of meetings held in any given month. Such stipend may be increased after every five years from the date hereof upon unanimous consent of the Trustees.

(f) The Trustees may not be employees of the Trust and shall not receive any salary or other benefits from the Trust other than the stipend referred to in the preceding paragraph.

Section 3.3 Expenses

A Trustee may be reimbursed by the Trust for any legitimate expenses incurred by him in acting as a Trustee on behalf of the Trust. Expenses incurred by any Trustee in attending meetings of the Trustees shall not be reimbursible.

Section 3.4 Annual Report

The Trustees shall publish an annual statement of activities of the Trust and accounting of funds of the Trust in a newspaper of

general circulation in the City which statement shall be in accordance with generally accepted accounting principals applied in a consistent manner.

Section 3.5 General Powers

The Trustees shall have exclusive and absolute control over the Trust Property and over the business of the Trust to the same extent as if the Trustees were the sole owners of the Trust Property and business in their own right, but with such powers of delegation as may be permitted by this Agreement. The Trustees shall have power to do all such other things and execute all such instruments as they deem necessary, proper or desirable in order to promote the interests of the Trust although such things are not herein specifically mentioned. Any determination as to what is in the interest of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Agreement, the presumption shall be in favor of a grant of power to the Trustees.

The enumeration of any specific power herein shall not be construed as limiting the aforesaid power. Such powers of the Trustees may be exercised without order of or resort to any court.

Section 3.6 Legal Title

Legal title to all the Trust Property shall be vested in the Trustees as joint tenants for the Trust except that the Trustees shall have power to cause legal title to any Trust Property to be held by or in the name of one or more of the Trustees, or in the name of the Trust, or in the name of any other person as nominee, on such terms as the Trustees may determine. The right, title and interest of the Trustees in the Trust Property shall vest automatically in each person who may hereafter become a Trustee. Upon the termination of the term of office, resignation, removal or death of a Trustee he shall automatically cease to have any right, title or interest in any of the Trust Property, and the right, title and interest of such Trustee in the Trust Property shall vest automatically in the remaining Trustees. Such vesting and cessation of title shall be effective whether or

not conveyancing documents have been executed and delivered.

Section 3.7 Collection and Payment

The Trustees shall have power to collect all property due to the Trust; to pay all claims, including taxes, against the Trust Property; to prosecute, defend, compromise or abandon any claims relating to the Trust Property; to foreclose any security interest securing any obligation, by virtue of which any property is owed to the Trust; and to enter into releases, agreements and other instruments.

Section 3.8 Manner of Acting

Any action to be taken by the Trustees must be taken by a majority of the five Trustees, except as provided in Section 5.1(a) of the License, no matter how many Trustees are present at a meeting of Trustees, including any meeting held by means of conference telephone circuit or similar communications equipment by means of which all persons participating in the meeting can hear each other, or by written consents of the entire number of Trustees then in office.

Section 3.9 No Personal Liability of Trustees, Etc.

No Trustee, employee or agent of the Trust shall be subject to any personal liability whatsoever to any Person in connection with Trust Property or the affairs of the Trust, save only that arising from bad faith, willful misfeasance, malfeasance or nonfeasance gross negligence or reckless disregard of his duties with respect to such Person; and all such persons shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. If any Trustee, employee, or agent as such, of the Trust, is made a party to any suit or proceeding to enforce and such liability of the Trust, he shall not, on account thereof, be held to any personal liability.

Section 3.10 Mandatory Indemnification

(a) Subject to the exceptions and limitations contained in paragraphs (b) and (c) below:

(i) every person who is, or has been, a Trustee of the Trust shall be indemnified by the Trust to the fullest extent permitted by law against all liability and against all expenses reasonably incurred or paid by him in connection with any claim, action, suit or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been a Trustee and against amounts paid or incurred by him in the settlement thereof;

(ii) the word "claim", "action", "suit", or "proceeding" shall apply to all claims, actions, suits or proceedings (civil, criminal or other, including appeals), actual or threatened; and the words "liability" and "expenses" shall include without limitation, attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties and other liabilities.

(b) No indemnification shall be provided hereunder to a Trustee against any liability to the Trust by reason of willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office; or

(c) No indemnification may be provided hereunder to a Trustee by vote of all the Trustees who are not themselves involved in the claim, action, suit or proceeding.

ARTICLE IV APPLICATION OF FUNDS

Section 4.1 Purposes

The Trustees shall apply the funds contributed pursuant to Article II for the purposes of encouraging, developing, supporting and improving the use by the people and the institutions of the City of the two(2) channels contributed to the Trustees pursuant to Section 2.1(a) (vi) hereof; no funds shall be applied for a purpose not reasonably related to encouraging, developing, supporting and improving the local CATV System programming.

Section 4.2 Procedures

The Trustees shall establish rules and regulations governing the methods and procedures of distribution of the funds contributed

and to be contributed in Trust pursuant to Article II for the purposes provided for in the preceding paragraph, provided that no such funds, except for the operating expenses of the Trust itself, shall be expended for any purpose without the written approval by a majority of the Trustees of a written application submitted to them.

Section 4.3 Bank Accounts

The Trustees shall deposit the funds contributed and to be contributed in Trust pursuant to Article II and maintain accounts at a bank in the City. Drafts issued against any such accounts by the Trustees for any of the purposes specified in Section 4.1 and for the operating expenses of the Trust itself shall bear the signatures of the Treasurer and such Trustee as may be approved by the Trustees.

ARTICLE V MISCELLANEOUS

Section 5.1 Term

The Trust shall terminate upon the termination of the Renewal License issued to Licensee by the Issuing Authority, whereupon the Trustees shall distribute all the Trust Property, if any, to the City.

Section 5.2 Executive Director and Ombudsman

Upon approval of a majority of the Trustees, the Trust may employ an Executive Director at a reasonable salary and an Ombudsman at no salary and may delegate to those officers the duties approved by a vote of a majority of the Trustees.

Section 5.3 Governing Law

This Agreement is executed by the parties hereto and delivered in the Commonwealth of Massachusetts and with reference to the laws thereof, and the rights of all parties and the validity and construction of every provision hereof shall be subject to an construed according to the laws of said state.

Section 5.4 Counterparts

This Declaration may be simultaneously executed in several counterparts, each of which shall be deemed to be an original and such counterparts, together, shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 5.5 Separability

If any provision of this Agreement of Trust shall be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision, and shall not in any manner affect such provisions or any other provision of this Agreement of Trust,

IN WITNESS WHEREOF, the undersigned have executed this instrument in token of the Trustees' acceptance of the Trust this 10th day of May, 1996.

CONTINENTAL CABLEVISION OF MASSACHUSETTS, INC.

By *Russell H. Stephens*

Russell H. Stephens
Senior Vice President

CITY OF MARLBOROUGH

By *J. Michael McGorty*

J. Michael McGorty
MAYOR

EXHIBIT E

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.