CABLE TELEVISION RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS III, INC.

BY

THE BOARD OF SELECTMEN

TOWN OF WESTFORD, MASSACHUSETTS

December 31, 2004

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AGREEMENT

This Cable Television Renewal License entered into this 14th day of December, 2004, by and between the Selectmen of the Town of Westford, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts III, Inc. ("Comcast").

WITNESSETH

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

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

WHEREAS, Comcast submitted a renewal proposal and Massachusetts Cable Division Form 100 to the Town of Westford, dated January 17, 2003, for a renewal license to operate and maintain a Cable Television System in the Town of Westford; and

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

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

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

ARTICLE 1

DEFINITIONS

Section 1.1 - DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Westford resident and/or any Persons affiliated with a Westford institution to use designated public, educational and governmental ("PEG") Access facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established by the Access Provider.

(2) Access Channel: A video channel which the Licensee shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Provider: The entity, as may be designated by the Issuing Authority of the Town of Westford from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System, or any other or successor entity.

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

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

(6) CMR: The Code of Massachusetts Regulations.

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

(8) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may

make available to all Subscribers generally.

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

(10) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

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

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

(13) Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

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

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

(16) Drop or Cable Drop: The coaxial cable that connects an Outlet to the feeder line of the Cable System.

(17) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to Westford educational institutions and/or educators wishing to present non-commercial educational programming and information to the public, and managed and operated by the Issuing Authority and/or its designee(s).

(18) Effective Date of the Renewal License (the "Effective Date"): December 31, 2004.

(19) Execution Date of Renewal License (the "Execution Date"): December 14, 2004.

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

(21) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public, and managed and operated by the Issuing Authority and/or its designee(s).

(22) Gross Annual Revenues: Revenue derived by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; fees on any Subscriber 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; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases or sales; advertising revenues; and all other revenue(s) derived by the Licensee from the sale of products in any way advertised or promoted on the Cable Television System. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person, which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means, which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

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

(24) Institutional Network ("I-Net"): The separate cable, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority, its designees and/or Town Departments.

(25) Issuing Authority: The Selectmen of the Town of Westford, Massachusetts.

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

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

(28) Licensee: Comcast of Massachusetts III, Inc., or any successor or transferee in accordance with the terms and conditions in the Renewal License.

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

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

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

(32) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

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

(34) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming, and managed and operated by the Issuing Authority and/or its designee(s).

(35) PEG Access Transition Date: December 31, 2005.

(36) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(37) Prime Rate: The prime rate of interest at the New York Federal Reserve Bank.

(38) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Westford residents and/or organizations wishing to present non-commercial programming and/or information to the public, and managed and operated by the Issuing Authority and/or its designee(s).

(39) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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

(41) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

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

(43) Signal: Any transmission of electromagnetic or optical energy, which carries audio and video from one location to another.

(44) State: The Commonwealth of Massachusetts.

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

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

(47) Town: The Town of Westford, Massachusetts.

(48) Town Counsel: The Town Counsel of the Town of Westford, Massachusetts.

(49) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscribers' residences.

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

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

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

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 - GRANT OF RENEWAL LICENSE

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

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

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

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

Section 2.2 - TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on December 31, 2004 and shall expire on December 30, 2014, unless sooner terminated as provided herein or surrendered.

Section 2.3 - NON-EXCLUSIVITY OF RENEWAL LICENSE

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

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

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

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

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

Section 2.4 - POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable lawful State and Town laws, by-laws, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and

regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5 - REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6, and only at the written direction of the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner it deems appropriate.

Section 2.6 - TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable State and federal law, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefor on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to 207 CMR 4.04, as may be amended and applicable federal law, in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under law and/or state regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the

consent of the Issuing Authority pursuant to this Section 2.6.

(e) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

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

Section 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License.

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

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town its existing minimum 750 MHz, addressable Subscriber Network, currently fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

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

(c) The Licensee shall continue to maintain throughout the term of this Renewal License, standby power at its Headend facility. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators, and shall become automatically activated upon the failure of the Licensee's normal power supply.

(d) Upon written request of the Issuing Authority, the Licensee shall remove the sections of the previous subscriber network and related equipment, with such sections being specifically identified in the written notice, from the Public Ways; provided, however, that the Licensee may retain those portions of said subscriber network that can be utilized during the renewal term; provided, further, that the Licensee shall work with the Issuing Authority, in good faith, to address any concerns of the Town regarding the Licensee's occupation of the Public Ways and/or public safety. In the event of a disagreement between the Issuing Authority and the Licensee on specific cable plant to be removed from the Public Ways, the Issuing Authority and the Licensee shall meet and discuss the issue(s), in good faith, in order to resolve any such disagreements. The Issuing Authority shall request that other users of the Public Ways use their best efforts to remove unused plant and equipment from the Public Ways.

Section 3.2 - PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon a Subscriber's request, the capability to control the reception of any channels being received on their television sets pursuant to applicable law(s). The Licensee shall provide annual notices to Subscribers regarding such capability.

Section 3.3 - EMERGENCY ALERT OVERRIDE CAPACITY

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

Section 3.4 - SYSTEM TECHNICAL SPECIFICATIONS

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

Section 3.5 - INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain, without cost(s) to the Issuing Authority, the Town and/or its departments, its existing Institutional Network ("I-Net") to be utilized by the Town for audio and/or video purposes until such time that the I-Net is replaced pursuant to Section 6.10 infra. The I-Net shall continue to be capable of transmitting audio and/or video Signals between the Town buildings and other institutions specified in **Exhibit 1**, attached hereto and the Hub Site. Designated Users shall be able to transmit to the Hub Site using a modulator and/or other necessary equipment.

(b) The Licensee shall provide, free of charge, an activated I-Net Drop and an activated Outlet(s) to each of the institutions listed in **Exhibit 1** of this Renewal License.

(c) The I-Net shall be interconnected with the Subscriber Network at the Hub Site, or such other location determined by the Licensee. All remote video Signals shall be sent on an Upstream Channel to the Hub Site, or other location, where it shall be reprocessed, automatically switched and designated on the appropriate Downstream PEG Channel(s) on the Subscriber Network. Said automatic Signal reprocessing shall be performed by the Licensee at no cost to the Town and/or the Access Provider.

(d) The Licensee shall maintain the I-Net until such time that the I-Net is replaced pursuant to Sections 6.10 and 6.11(a) herein, except for equipment not directly under its control or ownership. The Licensee shall not charge the Town and/or its departments for such maintenance. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.

(e) The I-Net shall be operated in compliance with the FCC technical specifications found in **Exhibit 2**, attached hereto. In the event that there are technical problems with the I-Net, excluding any equipment not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly.

(f) Nothing in this Section 3.5, or elsewhere in this Renewal License, shall prevent the Issuing Authority from allowing the Access Provider from using designated I-Net channels described in Section 3.5(a) herein.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1 - AREA TO BE SERVED

(a) The Licensee shall make its Cable System Service available to all residents of the Town, within fifteen (15) days of a request therefor, subject to paragraph (b) and Section 4.2 and Section 4.3 below and provided that the Licensee is able to obtain any necessary easements and/or permits.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred feet (200') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 200 aerial feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges plus a reasonable return on investment in addition to the standard installation charge.

(c) Underground installation shall be considered standard and therefore subject to standard underground installation rates within two hundred feet (200') of the existing Cable System plant, provided no Trunk and Distribution System construction is required and sub-surface is dirt or similar soft surface. Underground installations within two hundred feet (200') of the existing Cable System plant requiring Trunk and Distribution System construction or involving hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment in addition to the standard installation charge.

Section 4.2 - LINE EXTENSION POLICY

(a) Consistent with Section 4.1(b) above, the Cable Television System shall be extended automatically, at the Licensee's sole cost and expense, to any and all areas of the Town's Public Ways containing twenty-five (25) dwelling units or more per aerial mile or thirty-five (35) dwelling units or more per underground mile of Cable System plant or fractional proportion thereof in non-underground housing development areas of the Town. The Licensee shall apply for permits, if necessary, promptly. Said service shall be made available and fully activated to requesting dwelling units no later than sixty (60) days after all necessary permits are obtained, subject to Force Majeure (including the performance of make ready).

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of Section 4.2(a) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation: The cost of wiring such areas shall be

calculated by taking the capital cost of extending such service divided by the number of dwelling units in such area minus the costs of extending service to dwelling units in an area along the Public Ways that meets the twenty-five (25) dwelling units per aerial or thirty-five (35) dwelling units per underground mile of cable plant and/or fractional proportion thereof density requirement specified in subsection (a) above. The resulting cost shall equal the per dwelling unit contribution relating to line extension of cable service in that particular area of the Town, or

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

* C equals the cost of construction of new plant from existing Cable System plant;
* LE equals the number of dwelling units requesting service in the line extension area and who subsequently pay a contribution in aid;
* CA equals the average cost of construction per mile in the primary service area;
* P equals the twenty-five (25) dwelling units per aerial or thirty-five (35) dwelling units per underground mile of aerial plant; and
* SC equals the per dwelling unit contribution in aid of construction in the line extension area.

(c) The Issuing Authority shall make its best efforts to provide the Licensee with written notice of the issuance of building permits for planned housing developments in the Town requiring the undergrounding of Cable System plant.

Section 4.3 - LINE EXTENSION PROCEDURES

Any dwelling unit owner located in an area of the Town without Cable Television Service may request such service from the Licensee. In areas meeting the requirements of Section 4.2 (a) and (b) above, the Licensee shall extend service to the area promptly, but in no case later than sixty (60) days after all necessary permits are obtained, subject to Force Majeure (including the performance of make ready). The Licensee shall apply to the Board of Selectmen for permits, if necessary, promptly. In those areas with less than twenty-five (25) dwelling units per aerial or thirty-five (35) dwelling units per underground mile, the Licensee shall, within thirty (30) days following a request for service, conduct a survey to determine the number of homes in the immediate area and shall inform each participating dwelling unit of the contribution in aid of construction (see Section 4.2 (b) above) that will be charged. The Licensee shall apply for pole attachment agreements within sixty (60) days of receiving the contribution in aid of construction from all subscribing dwelling units. Cable Television Service(s) shall be made available and fully activated to all requesting dwelling units who made a contribution in aid of construction within sixty (60) days of receipt of pole attachment agreements by the Licensee, subject to Force Majeure (including the performance of make ready).

Section 4.4 - LOCATION OF THE CABLE TELEVISION SYSTEM

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

Section 4.5 - UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.6 - TREE TRIMMING

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

Section 4.7 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a

reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.8 - TEMPORARY RELOCATION

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

Section 4.9 - DISCONNECTION AND RELOCATION

The Licensee shall, at no charge or cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity. If there is a cost to Subscribers regarding such disconnection or relocation, such cost shall be in compliance with applicable law(s).

Section 4.10 - SAFETY STANDARDS

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

Section 4.11 - PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with lawful, applicable DPW regulations; provided, however, that the Licensee may place such

devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town-approved locations to be determined when the Licensee applies for a permit. All such pedestal locations shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.14 infra. If required by lawful, applicable regulations and/or local by-laws, abutters shall be notified of such new pedestals and given an opportunity to comment prior to any approval by the Town.

Section 4.12 - PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, to its previous condition, real and personal, shown to have been damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 4.13 - RIGHT TO INSPECTION OF SYSTEM

(a) The Issuing Authority or its designee(s) shall have the right to inspect the Cable System and to make such tests as it shall reasonably deem necessary to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the Issuing Authority or its designee shall be at the expense of the Town and shall have the prior written approval of the Licensee, which approval shall not be unreasonably denied. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 4.14 - CABLE SYSTEM MAPS

(a) Upon written request by the Issuing Authority, the Licensee shall file with the Issuing Authority or its designee strand maps of the Cable System plant by electronic means, if available. If changes are made in the Cable System, upon request, and no more than annually, the Licensee shall file updated strand maps, not later than thirty (30) days after any such request.

(b) The Issuing Authority or its designee(s) shall have the right to view applicable "as-built" maps of the Cable System plant at the Licensee's premises, upon request of the Issuing Authority.

Section 4.15 - SERVICE INTERRUPTION

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

Section 4.16 - COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for construction, installation and monthly subscription costs as established by the Licensee.

Section 4.17 - SERVICE OUTAGE NOTIFICATION

Upon written request of the Issuing Authority, the Licensee shall provide to the Issuing Authority or the Cable Advisory Committee a written explanation of any service outages of twenty-four (24) or more hours in duration in the Town

Section 4.18 - DIG SAFE

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

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 - BASIC SERVICE

The Licensee shall make available to all Westford Subscribers a Basic Service pursuant to applicable federal statute or regulation.

Section 5.2 - PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in ***Exhibit 3***, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in ***Exhibit 3***, attached hereto, are at the sole discretion of the Licensee, which Programming may be subject to change from time to time.

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

Section 5.3 - LEASED CHANNELS FOR COMMERCIAL USE

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

Section 5.4 - VCR/CABLE COMPATIBILITY

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

Section 5.5 - SIGNAL ENCODING

(a) Pursuant to applicable State and federal law, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of the Renewal License, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.5(a), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(b) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 5.5(a) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(c) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

Section 5.6 - CONTINUITY OF SERVICE

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

Section 5.7 - FREE DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Pursuant to M.G.L. Chapter 166A, Section 5(e), the Licensee shall continue to provide, install and maintain a free Subscriber Cable Drop and/or Outlet and its monthly Basic Service (See ***Exhibit 3***), to all police and fire stations, public libraries and other public buildings along its cable routes included in ***Exhibit 4***, attached hereto and made a part hereof, and any other public buildings as designated by the Issuing Authority now or in the future, including the PEG Access studio. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town and/or any designated institution for the installation and provision of monthly Cable Service and related maintenance. The Licensee shall supply one (1) non-addressable Converter for each Drop and/or Outlet if necessary

for the reception of the monthly Basic Service, at its sole cost and expense.

(b) The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such written request(s) from the Issuing Authority, for aerial Drops and within one hundred eighty (180) days for underground Drops, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or its designee(s).

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

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS/ LOCAL ORIGINATION FACILITIES AND SUPPORT

Section 6.1 - PEG ACCESS STUDIO

(a) The Licensee shall continue to operate, maintain and staff its PEG Access studio in the Town, at its current location, and the current number of active PEG channels, through and until the PEG Access Transition Date. Said studio shall continue to be open a minimum of forty (40) hours each week, at such times convenient for Westford PEG Access Users. Said studio shall be maintained at an operational and funding level of three percent (3%) of Gross Annual Revenues through the PEG Access Transition Date.

(b) Until the PEG Access Transition Date, the Licensee shall continue to employ or contract for a full-time or full-time equivalent PEG Access/LO program coordinator for Westford PEG Access service(s). The Licensee shall continue to produce and cablecast events of interest to Westford Subscribers, including, but not limited to, e.g., Town Government meetings and other Westford events.

(c) There shall be no user fees or time charges to the Town and/or PEG Access Users for said PEG Access personnel.

(d) The Issuing Authority intends to name the new PEG Access studio, established as of the Transition Date, the "Veronica Whitehouse Memorial Studio" in honor of the late Mrs. Whitehouse's exemplary role in support of PEG Access Programming in Westford.

Section 6.2 - PEG ACCESS PROVIDER

Upon the PEG Access Transition Date, the Town or a designated Access Provider shall commence providing services to PEG Access Users as follows:

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

(2) Manage annual funding, pursuant to Section 6.4 herein;

(3) Operate and maintain a PEG Access studio, and purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.5 herein;

(4) Conduct training programs in the skills necessary to produce quality PEG Access programming;

(5) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Provider staff and volunteers;

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

(7) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and
(8) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.3 - PEG ACCESS CHANNELS

(a) No later than the PEG Access Transition Date, the Licensee shall make available to the Town and/or the Access Provider three (3) Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town or the Access Provider and, except as otherwise provided for herein, shall be subject to the control and management of the Access Provider. Said Access Channels shall be included in the Licensee's Basic Service.

(b) The Licensee shall not move or otherwise relocate the channel locations of the three (3) PEG Access Channels, referenced in paragraph (a) above, without one hundred twenty (120) days advance, written notice to the Issuing Authority and the Access Provider.

Section 6.4 - PEG ACCESS ANNUAL FUNDING

(a) The Licensee shall provide quarterly payments to the Access Provider, for PEG Access use, equal to three and one-half percent (3.5%) of the Licensee's Gross Annual Revenues. Said annual payments shall be used for, among other things, salary, operating and other related expenses connected with PEG Access programming and operations.

(b) The first quarterly payment to the Access Provider shall be based on the three (3) month period from January 1, 2006 through March 31, 2006 and shall constitute three and one-half percent (3.5%) of the Licensee's Gross Annual Revenues. Said first quarterly payment shall then be due and payable to the Access Provider no later than forty-five (45) days after the end of said quarterly period, or no later than May 15, 2006. The second quarterly payment to the Access Provider shall be based on the three (3) months from April 1, 2006 through June 30, 2006, and shall constitute three and one half percent (3.5%) of the Licensee's Gross Annual Revenues. Said second payment shall then be due and payable to the Access Provider no later than August 15, 2006. The third quarterly payment to the Access Provider shall be based on the three (3) months from July 1, 2006 through September 30, 2006, and shall constitute three and one half percent (3.5%) of the Licensee's Gross Annual Revenues. Said third payment shall then be due and payable to the Access Provider no later than November 15, 2006. The fourth quarterly payment to the Access Provider shall be based on the three (3) months from October 1, 2006 through December 31, 2006, and shall constitute three and one half percent (3.5%) of the

Licensee's Gross Annual Revenues. Said fourth payment shall then be due and payable to the Access Provider no later than February 15, 2007. Thereafter, the Licensee's three and one half percent (3.5%) payments to the Access Provider shall continue to be made on the quarterly basis based on the above-referenced three (3) month accounting periods and subsequent forty-five (45) day due dates. The final payment shall be based on the period from October 1, 2014 through December 31, 2014, and shall constitute three and one half percent (3.5%) of the Licensee's Gross Annual Revenues. Said final payment shall then be due and payable no later than February 15, 2015.

(c) The Licensee shall provide an advance payment of Twenty Thousand Dollars ($20,000.00) on June 1, 2005 to assist the Issuing Authority in establishing the Access Provider. Ten Thousand Dollars ($10,000.00) shall be deducted from each of the first two payments made pursuant to Section 6.4(b) above.

(d) The Licensee shall file with each such quarterly payment the Gross Annual Revenues reporting form, attached hereto in **Exhibit 5**, certified by an authorized agent of the Licensee.

(e) In no case shall said three and one-half percent (3.5%) payment(s) include (i) the PEG Access Equipment/Capital funding required by Section 6.5 below; (ii) the License Fee payable to the Issuing Authority pursuant to Section 7.1 infra; and/or (iii) any other fees or payments required by applicable law; provided, however, that said three and one-half percent (3.5%) payment shall be a Franchise Fee, as defined, and subject to the five percent (5%) federal cap on such Franchise Fees.

(f) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Access Provider an amount equal to three and one-half percent (3.5%) of such Person's Gross Annual Revenues. If the Licensee collects revenues for said Person, then the Licensee shall collect said three and one-half percent (3.5%) payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Access Provider along with the Licensee's three and one-half percent (3.5%) PEG Access payments pursuant to Section 7.2(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Service over the System, then the Licensee shall notify any such Person of this 3.5% payment requirement and shall notify the Town and the Access Provider of such use of the Cable System by such Person(s).

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

Section 6.5 - PEG ACCESS EQUIPMENT/CAPITAL FUNDING

(a) The Licensee shall provide a payment of Seventy-Five Thousand Dollars ($75,000.00), payable to the Issuing Authority and/or the Access Provider, as directed by the Issuing Authority, in PEG Access equipment/facilities funding, payable within sixty (60) days of the Execution Date of this Renewal License.

(b) In the event that the payment required to be made herein is not tendered on or before the dates fixed herein, interest due on such required payment shall accrue and be paid to the Access Provider from the date due at the rate of two percent (2%) above the Prime Rate.

(c) In no event shall said $75,000.00 equipment/facilities funding be counted against either the annual PEG Access funding, required by Section 6.4(a) above, and/or any Franchise or License Fee payment, required by Section 7.1 infra, and/or any other fees or payments required by applicable law.

Section 6.6 - EXISTING PEG ACCESS/LOCAL ORIGINATION EQUIPMENT

(a) No later than the PEG Access Transition Date, the Licensee shall deed over to the Issuing Authority or the Access Provider, as directed by the Issuing Authority, without warranty, all existing Licensee-owned PEG Access/LO studio and any other production equipment located at other Town locations for the amount of One Dollar ($1.00). The Licensee shall reasonably maintain said equipment until the PEG Access Transition Date. A list of said equipment is attached hereto as **Exhibit 6**. The Licensee shall not be responsible for said equipment after the PEG Access Transition Date.

(b) In no case shall the Licensee charge the Issuing Authority, the Town and/or the Access Provider for said Licensee-owned equipment.

(c) In addition to the capital funding required by Section 6.5(a) supra, the Licensee shall provide funding to the Access Provider, no later than the PEG Access Transition Date, in an amount not to exceed Ten Thousand Dollars ($10,000) to be used to contract with an independent moving firm to move the studio equipment from the current studio to the new location specified in Section 6.10. The Access Provider agrees to move the equipment to the new location within thirty days of the PEG Access Transition Date.

Section 6.7 - PEG ACCESS PAYMENTS

At the direction of the Issuing Authority, the quarterly payments required in Section 6.4 supra shall be made by the Licensee directly to the Access Provider. The equipment payments required in Section 6.5 supra shall be made by the Licensee to the Issuing Authority and/or the Access Provider, as directed by the Issuing Authority.

Section 6.8 - EQUIPMENT OWNERSHIP

Unless noted otherwise, the Town and/or the Access Provider shall own all equipment purchased with funding pursuant to this Article 6. The Licensee shall have no obligation to maintain or insure any such PEG Access equipment.

Section 6.9 - ACCESS CHANNEL(S) MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. The Access Provider shall be responsible for the picture and sound quality of all PEG Access Programming. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests. The demarcation point between the Licensee's equipment and the Town's (or its designee's) equipment shall be at the output of the Town's (and/or its designee's) modulator(s) at any of the locations listed in **Exhibit 1.**

Section 6.10 - DIRECT VIDEO LINK FROM THE NEW PEG ACCESS STUDIO

The Licensee shall construct and install a one-way video-only link from the new PEG Access studio to provide upstream capability to the Hubsite for the purpose of transmitting and inserting PEG Access Programming onto the PEG Access Channels, without costs or charge(s) to the Issuing Authority, the Town and/or the Access Provider, based upon the following:

(i) The Licensee shall only be required to construct and install such a video link once during the term of this Renewal License;

(ii) The Issuing Authority shall notify the Licensee in writing of the new studio location no later than June 30, 2005, or as soon as the location is known;

(iii) Within forty five (45) days of receiving said notice, the Licensee shall prepare an estimate to construct the video link if the requested location is not a location listed in **Exhibit 1** for the purposes of sub-paragraph (v) below;

(iv) Licensee shall construct the video link by December 31, 2005 or within six months of receiving written notice of the location from the Issuing Authority;

(v) In the event that the cost to construct said video link exceeds Twenty-Five Thousand Dollars ($25,000.00), the Licensee shall have the option of an additional six (6) months to complete such construction, or until June 30, 2006. The Licensee will notify the Issuing Authority in writing of the expected

construction schedule hereunder.

Section 6.11 - PEG ACCESS CABLECASTING

(a) In order that the Town and/or the Access Provider can cablecast its Programming over the PEG Access Downstream Channels, all PEG programming shall be modulated, then transmitted from the eleven (11) locations listed below to the Cable System Headend, on upstream bandwidth made available, without charge, to the Town and the Access Provider for their use.

(1) The Westford Town Hall, 55 Main St.;
(2) The PEG Access Studio, currently located at 4 Lyberty Way;
(3) The J.V. Fletcher Library, 50 Main St.;
(4) Westford Academy, 30 Patten Rd.;
(5) The Roudenbush Center, 65 Main St.
(6) The Abbott School, 25 Depot St.;
(7) The Blanchard School, 14 West St.;
(8) The Crisafulli School, 13 Robinson Rd.;
(9) The Norman Day School, 75 Prescott Rd.;
(10)The Millenium School, 23 Depot St.; and,
(11)The Nabnassett School, 99 Plain St.

The updated Origination Capability shall be in place no later than August 31, 2005. The Licensee and the Issuing Authority (or its designee) shall meet no later than March 31, 2005 to establish a mutually acceptable time period not to exceed thirty (30) days to replace the I-Net with one-way video origination. During such thirty (30) day period, PEG programming may continue to be played back from the Blanchard School Hubsite.

(b) The Licensee shall construct a new Drop and provide an Outlet at the Miller (1 Mitchell Way), Robinson (60 Concord Rd.) and Stoneybrook (9 Farmer Way) Schools for video origination no later than August 31, 2005. Subsequent to August 31, 2005, the video origination network will only support video origination from the sites listed in (a) above and this sub-section (b).

(c) It shall be the Licensee's sole responsibility to ensure that said PEG Access Programming is automatically switched to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. The Licensee shall not charge the Town and/or the Access Provider for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming. The Town and/or the Access Provider shall be responsible for any manual switching necessary to cablecast PEG Access Programming from any location specified in *Section 6.11(a) or (b).*

(d) The Licensee shall provide and maintain, at its sole cost and expense, all necessary processing equipment in order to switch Upstream Signals from the Town and/or the Access Provider to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide, repair, maintain or replace end-user equipment including modulators located at origination sites.

Section 6.12 - CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

ANNUAL FUNDING TO THE TOWN

Section 7.1 - LICENSE FEE PAYMENTS

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

(b) In the event that applicable law(s) permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such Gross Annual payments to the Town on a schedule as agreed. The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by a financial representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) supra.

(c) 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 include the following: (i) the Annual Support for PEG Access pursuant to Section 6.4 supra and (ii) any License Fees that may be payable to the Town, the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the equipment payments payable to the Issuing Authority or the Access Provider pursuant to Section 6.5 supra; (iii) the existing PEG Access/LO equipment pursuant to Section 6.6 supra; (iv) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (v) any payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the Town

(d) The License Fees shall be paid annually to the Town throughout the term of the Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.2 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fees required herein shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fees, which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fees, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

(c) The term "license fee" shall have the meaning defined in Sections 622(g)(1) & (2)(A-E) of the Cable Act.

Section 7.3 - LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Sections 7.1 and 7.2 above, interest due on such fee shall accrue fifteen (15) days from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Sections 7.1 and 7.2 herein, and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.4 - RECOMPUTATION

Tender or acceptance of any payment made pursuant to Section 6.4 supra and/or Section 7.1 supra shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 7.4. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year. If,

after audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall contribute to the costs of such audit not to exceed ***Three Thousand Dollars ($3,000.00).*** The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

Section 7.5 - AFFILIATES USE OF SYSTEM

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

Section 7.6 - METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town.

ARTICLE 8

RATES AND CHARGES

Section 8.1 - RATE REGULATION

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

Section 8.2 - NOTIFICATION OF RATES AND CHARGES

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

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as ***Exhibit 7.***

Section 8.3 - NON-DISCRIMINATORY RATES

All of the Licensee's rates, charges and pricing for Subscriber services shall be non-discriminatory.

Section 8.4 - PUBLICATION AND NON-DISCRIMINATION

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

Section 8.5 - CREDIT FOR SERVICE INTERRUPTION

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

ARTICLE 9

INSURANCE AND BONDS

Section 9.1 - INSURANCE

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

(1) A general comprehensive liability policy naming the Town, its officers, boards, commissions, committees, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars ($1,000,000.00) for injury or death to any one person in any one occurrence and a Five Million Dollar ($5,000,000.00) umbrella policy for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, committees, agents and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars ($1,000,000.00) for damage to the property of any one person in any one occurrence and a Five Million Dollar ($5,000,000.00) umbrella policy for damage to the property of two (2) or more persons in any one occurrence.

(3) Automobile liability insurance for owned automobiles and trucks, contracted automobiles and trucks and/or rented automobiles and trucks in the amount of:

- (a) One Million Dollars ($1,000,000.00) for bodily injury and consequent death per occurrence;
- (b) One Million Dollars ($1,000,000.00) for bodily injury and consequent death to any one person; and
- (c) Five Hundred Thousand Dollars ($500,000.00) for property damage per occurrence.

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

(5) The following conditions shall apply to the insurance policies required herein:

- (a) Such insurance shall commence no later than the Execution Date of the Renewal License.
- (b) Such insurance shall be primary with respect to any insurance maintained by the

Town and shall not call on the Town's insurance for contributions.

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

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

Section 9.2 - PERFORMANCE BOND

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

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

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

Section 9.3 - REPORTING

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

Section 9.4 - INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents

arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including indemnity of the Town's reasonable attorneys' fees and costs, and damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. The Issuing Authority shall give the Licensee a minimum of ten (10) days advance written notice of this obligation to indemnify and defend the Issuing Authority pursuant to this Section 9.4.

Section 9.5 - NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

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

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

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1 - REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of alleged non-compliance pursuant to Section 11.1 infra.

Section 10.2 - PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response, and Programming; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority and/or its designee(s) shall issue a written report with respect to the Licensee's compliance with the Renewal License, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License as well.

(d) The Access Provider shall notify Subscribers of such performance evaluation hearings by periodic announcements on the PEG Access Channels.

Section 10.3 - NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so without charges or costs to the Issuing Authority, the Town and/or its designees.

Section 10.5 - REMOVAL AND RELOCATION

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

Section 10.6 - JURISDICTION

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

ARTICLE 11

DETERMINATION OF BREACH – LIQUIDATED DAMAGES – LICENSE REVOCATION

Section 11.1 - DETERMINATION OF BREACH

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

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

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

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

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

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

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

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

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

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

Section 11.2 - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1 above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 4.1 herein, Three Hundred Dollars ($300.00) per day, for each day that any such non-compliance continues.

(2) For failure to operate the I-Net pursuant to Section 3.5 herein, Four Hundred Dollars ($400.00) per day for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Article 3 herein, Four Hundred Dollars ($400.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with FCC technical specifications pursuant to Exhibit 2, Three Hundred Dollars ($300.00) per day for each day that any such non-compliance continues.

(5) For failure to comply with the PEG Access provisions in accordance with Article 6 herein, Three Hundred Dollars ($300.00) per day, for each day that any such non-compliance continues, except for payments pursuant to Section 6.4 and/or 6.5.

(6) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and Exhibit 8 attached hereto, Two Hundred Dollars ($200.00) per day that any such non-compliance continues.

(7) For failure to operate a customer service office in Westford or a contiguous community in accordance with Section 12.1, Two Hundred Dollars per day for each day that any such non-compliance continues.

(b) Such liquidated damages shall not be a limitation upon any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 11.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "License fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3 - REVOCATION OF THE RENEWAL LICENSE

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

Section 11.4 - TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.5 - NO WAIVER - CUMULATIVE REMEDIES / NON-EXCLUSIVITY OF REMEDY

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

(b) Subject to Section 626(d) of the Cable Act, no failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

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

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

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 - CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff a full-time Customer Service office within the Town of Westford, or a contiguous community thereto, for the purpose of receiving customer inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries. Said Customer Service office shall be open for walk-in business during normal business hours, as defined by the FCC's Customer Service Obligations, which shall include some evening hours at least one night per week and/or some weekend hours.

(b) Said Customer Service office location and/or hours may be changed reasonably at the discretion of the Licensee; provided, however, that (i) the Licensee shall give the Issuing Authority at least thirty (30) days advance notice of any such office related change(s); (ii) the Licensee shall take into account any possible concerns raised by the Issuing Authority regarding such possible changes; and (iii) in no event shall said office be open less than forty (40) hours per week for the entire term of this Renewal License, including evening or Saturday hours.

Section 12.2 - TELEPHONE ACCESS

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

(b) The Licensee's main customer service center shall have publicly listed local telephone connections for its Westford Subscribers.

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

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer service office is open for business, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of Complaints indicates a clear failure to comply.

Section 12.3 - CUSTOMER SERVICE CALL CENTER

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

(b) In the event that the Licensee does not maintain or operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4 - INSTALLATION VISITS - SERVICE CALLS - RESPONSE TIME

(a) Pursuant to applicable law, the Licensee shall provide Cable Service(s), for new aerial installations, to Westford residents who request Service within seven (7) days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. In arranging appointments for installation visits or service calls, the Licensee shall specify in advance whether said installation visit or service call will occur in the morning or afternoon, or during a more narrow time interval if possible. The Licensee shall also make reasonable efforts to install or make service visits at times convenient to Subscribers, including times other than 9:00 AM to 5:00 PM weekdays.

(b) For all requests for service or repair received during Normal Business Hours, the Licensee shall handle them on the same day, if possible, provided that said service Complaint or request for service is received by 2:00 PM; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification

of the problem and resolution shall occur as promptly as possible.

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

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(e) System outages shall be responded to promptly by technical personnel. For purposes of this Section 12.3(e), an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within one (1) hour, concerning such an outage, or when the Licensee has reason to know of such an outage.

(f) The Licensee shall remove all Subscriber Drop Cables, within fourteen (14) working days of receiving a request from a Subscriber to do so.

Section 12.5 - FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, which standards are attached hereto, and made a part hereof, as ***Exhibit 8.***

Section 12.6 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as ***Exhibit 7*** and made a part hereof, as the same may exist or as may be amended from time to time:

(i) Notification of its Billing Practices;

(ii) Notification of Services, Rates and Charges;

(iii) Equipment Notification;

(iv) Form of Bill;

(v) Advance Billing, Issuance of Bills;

(vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

(vii) Charges for Disconnection or Downgrading of Service;

(viii) Billing Disputes; and

(ix) Security Deposits.

Section 12.7 - COMPLAINT RESOLUTION PROCEDURES

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

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Westford with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

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

Section 12.8 - REMOTE CONTROL DEVICES

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

Section 12.9 - LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of Complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority

shall provide the Licensee an opportunity to demonstrate that its Signals meet or exceed FCC technical standards.

Section 12.10 - EMPLOYEE IDENTIFICATION CARDS

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

Section 12.11 - PROTECTION OF SUBSCRIBER PRIVACY

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

(b) Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected in accordance with the policy.

Section 12.12 - PRIVACY WRITTEN NOTICE

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

Section 12.13 - MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided,

however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

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

Section 12.14 - DISTRIBUTION OF SUBSCRIBER INFORMATION

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

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

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

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

Section 12.15 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 12.16 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.17 - PRIVACY STANDARDS REVIEW

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

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 - GENERAL

(a) Upon written request from the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

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

Section 13.2 - FINANCIAL REPORTS

Subject to applicable law, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, and upon written request from the Issuing Authority, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the following:

(a) A financial balance sheet (Cable Division Form 200); and,

(b) any other reports required by State and/or federal law.

Section 13.3 - CABLE SYSTEM INFORMATION

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority the number of Basic Subscribers served in the Town of Westford.

Section 13.4 - IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of this Renewal License, upon written request, the Licensee shall provide the Issuing Authority, on a quarterly basis, with a report of Westford Subscriber telephone traffic, maintained on a regional basis. Said report shall be provided regardless of whether or not Licensee installs an in-house automated call accounting or call tracking system.

Section 13.5 - SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500 (See ***Exhibit 9***) to the Issuing Authority, or its designee(s), as required by the Cable Division. The Licensee shall record all written and verbal Complaints of its Subscribers on said Form 500.

Section 13.6 - INDIVIDUAL COMPLAINT REPORTS

Subject to Section 12.7 supra, the Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7 - SEMI-ANNUAL PERFORMANCE TESTS

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

Section 13.8 - QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s) on the Subscriber Network, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Issuing Authority shall cite facts upon which such doubts are based, in a written notice to the Licensee. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

(1) the nature of the Complaint or problem which precipitated the special tests;

(2) the system component tested;

(3) the equipment used and procedures employed in testing;

(4) the method, if any, in which such complaint/problem was resolved; and

(5) any other information pertinent to said tests and analysis as required.

(c) At the conclusion of said thirty (30) day period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority, supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs of such engineer only if the tests performed show

that the quality of service is below the standards set forth in Section 3.4 supra and ***Exhibit 2***, attached hereto.

Section 13.9 - DUAL FILINGS

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

(b) To the extent required by applicable law, in the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to operations in Westford, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 13.10 - ADDITIONAL INFORMATION

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

Section 13.11 - INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency.

ARTICLE 14

EMPLOYMENT

Section 14.1 - EQUAL EMPLOYMENT OPPORTUNITY

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

Section 14.2 - NON-DISCRIMINATION

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 - ENTIRE AGREEMENT

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

Section 15.2 - CAPTIONS

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

Section 15.3 - SEPARABILITY

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

Section 15.4 - ACTS OR OMISSIONS OF AFFILIATES

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

Section 15.5 - RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License, attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Section 15.6 - WARRANTIES

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

(i) The Licensee is validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

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

(iv) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of the Renewal License; and,

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

Section 15.7 - FORCE MAJEURE

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

Section 15.8 - REMOVAL OF ANTENNAS

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

Section 15.9 - SUBSCRIBER TELEVISION SETS

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

Section 15.10 - APPLICABILITY OF RENEWAL LICENSE

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

Section 15.11 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Westford Town Hall, 55 Main Street, Westford, Massachusetts 01886, with a copy to the Town Counsel, and one (1) copy to the Cable Advisory Committee at the Westford Town Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

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

with copies to:

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

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

(c) Whenever notice of any public meeting relating to the Cable System is required by law, regulation or this Renewal License, the Issuing Authority or his designee shall publish notice of the same, sufficient to identify its time, place and purpose, in a Westford newspaper of general

circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

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

Section 15.12 - NO RECOURSE AGAINST THE ISSUING AUTHORITY

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

Section 15.13 - TOWN'S RIGHT OF INTERVENTION

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

Section 15.14 - TERM

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

EXHIBIT 1

INSTITUTIONAL NETWORK (I-NET) BUILDINGS

1. Westford Town Hall, 55 Main St.;
2. PEG Access Studio, currently located at 4 Lyberty Way;
3. J.V. Fletcher Library, 50 Main St.;
4. Roudenbush Center, 65 Main St.;
5. Abbott School, 25 Depot St.;
6. Blanchard School, 14 West St.;
7. Crisafulli School, 13 Robinson Rd.;
8. Millenium School, 23 Depot St.;
9. Nabnasset School, 99 Plain St.;
10. Norman Day School, 75 Prescott Rd.;
11. Westford Academy, 30 Patten Rd.

EXHIBIT 2

FCC TECHNICAL SPECIFICATIONS

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

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

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

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

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

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

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

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

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

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual

signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.
(6) The amplitude characteristic shall be within a range of ±2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.
(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.
(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.
(7) The ratio of RF visual signal level to system noise shall be as follows:
(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.
(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.
(iii) As of June 30, 1995, shall not be less then 43 decibels.
(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:
(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;
(B) Each signal which is first picked up within its predicted Grade B contour;
(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.
(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:
(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and
(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.
(9) The terminal isolation provided to each subscriber terminal:
(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and
(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.
(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.
(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:
(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.
(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed ±20%.
(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of O IRE), shall not exceed ±10 degrees.
(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

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

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

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

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

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

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

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

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

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 3

PROGRAMMING

Please see the following page.

EXHIBIT 4

FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

Pursuant to Section 5.7, herein, the following public buildings and schools shall continue to receive Drops and/or Outlets and the monthly Basic Service at no charge:

1. Westford Town Hall, 55 Main St.;
2. Westford Police Department, 53 Main Street;
3. Westford Fire Department Central Station and Dispatch, 51 Main Street;
4. Nabnassett Fire Station, 14 Oak Hill Rd.;
5. George P. Rogers Fire Station, 39 Town Farm Rd.;
6. Highway Dept., Town Garage, Beacon Street;
7. Water Dept., 60 Forge Village Rd.;
8. PEG Access Studio, currently located at 4 Lyberty Way
9. New PEG Access studio (location to be determined pursuant to 6.4)
10. J.V. Fletcher Library, 50 Main St.;
11. Roudenbush Center, 65 Main St.;
12. Roudenbush Annex, 170 Plain Rd.;
13. Roudenbush Children's Center, Old Frost School, 73 Main St.;
14. Cameron Senior Center, 20 Pleasant St.;
15. Abbott School, 25 Depot St.;
16. Blanchard School, 14 West St.;
17. Crisafulli School, 13 Robinson Rd.;
18. Millenium School and Westford Public School Central Office, 23 Depot St.;
19. Miller School, 1 Mitchell Way;
20. Nabnassett School, 99 Plain St.;
21. Norman Day School, 75 Prescott Rd.;
22. Robinson School, 60 Concord Rd.;
23. Stoneybrook School, 9 Farmer Way;
24. Westford Academy, 30 Patten Rd.;
25. Nashoba Valley Technical High School, 100 Littleton Rd.

EXHIBIT 5

GROSS ANNUAL REVENUES REPORTING FORM

COMCAST
NEW ENGLAND REGION

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

	Totals
Totals by Service:	
Basic Service Revenue	$ [enter amount]
Pay Service Revenue[1]	$ [enter amount]
Other Unregulated Revenue[2]	$ [enter amount]
Digital Revenue	$ [enter amount]
Subtotal:	$ [enter subtotal]
Totals by Non Service:	
Home Shopping Revenue	$ [enter amount]
Advertising Revenue	$ [enter amount]
Leased Access Revenue	$ [enter amount]
Franchise Fees	$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	$ [enter amount]
Subtotal:	**$ [enter subtotal]**
Total Gross Revenue	$ [enter total]
License Fee (3.5%)	$ [enter % of total]
Fee on Fee (3.5%)	$ [enter % of %]
License/Access Fee Due	$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.
2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

_____

Date:

EXHIBIT 6

EXISTING PEG ACCESS/LO STUDIO EQUIPMENT

WESTFORD CTV EQUIPMENT INVENTORY
(updated: Nov. 04, 2004)

QTY.	DESCRIPTION
Acquired 1984	
1	JVC KM-2000 SEG
1	Tascam 122 Audio Cassette Recorder
1	U-Matic Editing System includes:
	Sony VO-5800 VCR
	Sony VO-5850 VCR
	Sony RM-440 ECU
1	Panasonic CT-1010M color monitor
2	Sony VP-5000 U-Matic cassette players
1	Panasonic CT 1930v 19" color monitor/receiver (in studio)
1	Panasonic WV-5203B 5" triple B & W video monitor (one BER)
2	Realistic 33-1090 PZM microphones
1	Shure M267 microphone mixer
2	Realistic desk stand
2	Lowell TI-25 umbrella reflector (in light kit)
1	JVC editing system w/JVC BR-8600U editing recorder & JVC RM-86U edit control unit (JVC BP-5300U Player)
1	Lowel TI-93M carry-on light kit w/ 3 stands
1	Panasonic BT-S701N color monitor
1	Shure M-267 audio mixer
2	635A mics (9/91)
1	Whirlwind audio snake (9/91)
1	JVC BR 3200 VCR (9/91)
1	Leightronix Mini TIR (9/91)
1	Leightronix JVC cable (9/91)
2	Panasonic AG 190 camcorders (9/91)
1	Portable 4-space modulator case (purchased 11/92)
1	Leightronix PVC Sony Mini T cable (11/93)
3	Realistic Desk mic stands (purchased 1/94)
Acquired 6/90	
2	JVC KY-17U 3 chip color camera
2	JVC VF-P400U viewfinders
2	JVC HZ-713U 13 x 1 lens
2	JVC HZZS 13U zoom control
2	JVC HZFM 13U focus control
2	JVC RMP200U RCU

2	JVC VCP 112U cable 20M
2	JVC VCP 113U cable 50M
2	Bogen 3065 tripod/head
2	10' 6" x 52' cyclarama curtains
1	Pipe grid with 9-2 outlet plug in boxes
5	6" Fresnel lights
4	Non-focusing scoop lights w/ accessories
1	Whirlwind audio snake (purchased 9/91)
3	Comprehensive ML-10 lavaliere microphones (3/92) (not is use)
1	4-space portable modulator case (11/92)
1	Panasonic AG-455 camcorder (10/93)
1	Panasonic AGBP20 camcorder battery (10/93)
4	Leightronix PVC cables (10/93)
1	Bogen 3124 tripod (9/91)
1	Panasonic AG1000B VHS player (2/91)
2	Electrovoice 635A microphones (1/91)
1	Bogen 3124 tripod (11/93)
2	Telex PH-78 Intercom Headsets (11/93)
1	Panasonic AG-2510 VCR (KOKNO0392)
1	Sony Trinitron monitor (Source monitor for edit deck)
1	Amiga 2000 HD Computer (12/91)

Acquired 1/95

1	Panasonic CT2084VY 20" color monitor/receiver

Acquired 7/95

1	Jerrold Commander IV CIC-3 ch. 3 input converter
1	Hotronic AP41 Time Base Corrector
2	JVC RM-P200 camera control units
1	Hamlet 301 Waveform Monitor/Vectorscope unit
1	Panasonic AG456 SVHS camcorder
1	Bogen 3124 tripod w/head
2	JVC TM-1400SU Color Monitors with cross pulse

Acquired 10/95

1	Yamaha MM1402 Audio Mixer
1	Panasonic WVBM500 5" Desktop Monitor
1	Panasonic RX-DS15 Portable CD player (#CQ51C23318)
2	Winsted model V8606 35" economy rack cabinet (now playback racks)

Acquired 6/96

1	Videonics Video TitleMaker TM-2000 (#255459)
1	JVC TM-550U portable video monitor (#16032212)
1	Portabrace MO-550 monitor carrying case
2	JVC BR-S378U SVHS Player/Recorder
2	Leightronix MT JVSRM-PR-06 control cables

Acquired 7/96

1 Shure M267 Mic Mixer (#962040014)

Acquired 9/96

1 General Instrument Commander VI C6M2 Agile Modulator (#J6G7000348321)

Acquired 1/97

3 Sony ECM-44B Lavalier mics

Acquired 6/97

1 Panasonic AG-456U SVHS camcorder (#E7HB00388)
1 Bogen 3124 Tripod w/head
1 Panasonic AG-2550 VCR (#A7KN00869)
2 Sony ECM-44B Lavalier mics
3 Electro-Voice 635A mics

Acquired 3/99

1 Videonics TitleMaker 3000

Acquired 4/99

1 General Instrument C6M-II Commander VI Modulator (#J9B7000010321)

Acquired Summer 99

2 Alphagen Magic Box CG
1 PC - Remote
1 Modem Communications (Alphagen option – includes cables)
1 Leightronix Mini-T Pro
1 JVC Edit Desk SVHS editing system VES-58
1 Kramer Video Distribution Amp. VM-10AR
1 Bogen 3069 Studio Tripod
3 JVC TM 131SU 13" monitors
1 Panasonic CT-2086VY 20" monitor/receiver
1 Videonics MX-1 digital video mixer
1 Videonics PowerScript Studio 4000 CG
1 JVC TM-550U portable monitor
1 JVC KY-19ST Studio Camera package
1 S14X7.5B12U Fujion Lens
1 H2FM13U manual focus control
1 JVC HZ-ZS13BU manual zoom control
1 Camera Cable – 26 pin, 25 ft.
1 Crown PZM 185 microphone
2 Shure VLP-93 ENG wireless mic system

Acquired 3/02

1	Canon GL-1 DV camcorder
1	Panasonic AG-DV1000 VCR
1	Leightronix Interface for DV VCR
1	Marantz CD Player

Acquired 5/02

1	Porta Brace camera case for GL-1
1	BP-945 Canon Battery

Acquired 7/03

2	Canon GL-2 Digital Cameras
2	Canon ZR-1000 Zoom & Focus controller for GL-2
2	Canon BP-945 long life Battery for GL-2
2	Tec Nec BPL-1550B hard case for GL-2
2	Canon MA-300 XLR Adaptor
2	Bogen 3221WN-501 tripods

Acquired 5/04

1	Avid Xpress DV non-linear editing system w/ 2 Lacie Electron 19 Blue monitors & 60 GB Firewire drive – Dell precision workstation 360
1	Philips DVDR75 Recorder
1	Pioneer DVD Player (DVD-V7400)
1	Canopus ADVC-100 A/D Converter

ADDITIONAL ITEMS:

1	Control Room Console by Ruthhardt Woodesign (12/98)
2	Cablecast Racks by Ruthhardt Woodesign (12/98)
Misc.	Tables, racks, bookshelves, storage cabinets and TV stands
Misc.	Studio set pieces including gameshow set, plants, backdrops & easels
Misc.	Tools, toolkit, extension cords, audio & video cables
Misc.	Furniture – including couches, chairs and desks

EXHIBIT 7

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

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

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

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

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

10.02: Services, Rates and Charges Notice

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

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

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

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

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

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

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

10.03: Form of Bill

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

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

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

10.04: Advance Billing and Issuance of Bill

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

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

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

10.06: Charges for Disconnection or Downgrading of Service

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

(a) A subscriber requests total disconnection from cable service; or

(b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.

(2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

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

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

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

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

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

10.08: Security Deposits

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

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

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

EXHIBIT 8

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--

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

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

(4) Definitions--

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

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

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

EXHIBIT 9

CABLE DIVISION FORM 500

Please see the following page(s).

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Selectmen of the Town of Westford, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts III, Inc., this 14thday of December, 2004.

The Westford Board of Selectmen,
as Issuing Authority

BY: Robert Jefferies, Chair

BY: Geraldine ("Dini") Healy-Coffin

BY: Alan Loiselle

BY: Christopher Romeo

BY: James Silva

Comcast of Massachusetts III, Inc.

BY: Kevin M. Casey
TITLE: Senior Vice President

Form 500 Complaint Data - Paper Filing

City/Town:

Filing Year:

Number of Subscribers:

Cable Company:

Address:

Address:

Contact:

Phone: **E-Mail:**

Avgerage Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

Manner of Resolution: **A.** Resolved to the satisfaction of both parties., **B.** Resolved, customer dissatisfied., **C.** Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

Form 500 Service Interruption Data - Paper Filing

City/Town:

Filing Year:

Number of Subscribers:

Cable Company:

Address:

Address:

Contact:

Phone: **E-Mail:**

Average Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

Date Service Interruption Begin	Average Resolution Time: (see Code Key above)	Estimated # of Subscribers Affected