CABLE TELEVISION RENEWAL LICENSE

FOR THE

CITY OF WOBURN,

MASSACHUSETTS

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CABLE TELEVISION RENEWAL LICENSE FOR THE CITY OF WOBURN, MASSACHUSETTS

This Cable Television Renewal License entered into this 23 day of April, 2003, by and between Comcast of Massachusetts I, Inc., (hereinafter "Comcast" or "Licensee") and the Mayor of the City of Woburn, Massachusetts as Issuing Authority for the Renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

WHEREAS, the Issuing Authority of the City of Woburn, Massachusetts, pursuant to M.G.L. c. 166A is authorized to grant one or more nonexclusive, revocable Cable Television Systems within the City of Woburn, and

WHEREAS, AT&T Broadband filed written requests for a renewal license by letters dated May 01, 2001, in conformity with the Cable Communications Policy ACT of 1984:and

WHEREAS, AT&T Broadband submitted a renewal proposal to the City of Woburn, dated January 28, 2004, for a renewal license to construct, operate and maintain a Cable Television System in the City of Woburn; and

WHEREAS, the Issuing Authority conducted a public hearing on October 22, 2003; pursuant to Section 626 (a) of the Cable Communications Policy Act of 1984 to 1) ascertain the cable related community needs and interest of Woburn subscribers. 2) Review the performance of Comcast, and

WHEREAS, the Issuing Authority granted approval to Comcast Corporation and AT&T Corp., the parent company of MediaOne of Massachusetts, Inc., to merge the cable operations with and into a new Comcast Corporation, of which said transaction became effective on November 18, 2002; and

WHEREAS, MediaOne of Massachusetts, Inc. filed for a change of name to Comcast of Massachusetts I, Inc., which became effective November 18, 2002; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations to further clarify said proposal and did agree on proposals to operate and maintain a Cable Television System in the City of Woburn; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, Cable Television System design and other proposals of Comcast; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City of Woburn to grant a non-exclusive Cable Television 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. Unless otherwise defined herein, any term not defined herein shall have the meaning assigned to such term in the Cable Act.

(1) Access: The ability of any persons affiliated with a Woburn institution to use designated facilities, equipment and / or channels of the Cable Television System for public, educational, or governmental programming purposes, subject to the conditions and procedures established for such use.

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

(3) Access Corporation/Non-Profit Access Corporation: An entity to be designated by the Issuing Authority of the City of Woburn for the purpose of operating and managing the use of public access facilities and channels on the Cable Television System.

(4) Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority, from time to time.

(5) Affiliate or Affiliated Person: Any Person that owns or controls is owned or controlled by, or is under common ownership or control with another such person.

(6) Application: The proposal submitted by Comcast of Massachusetts I, Inc. to the Issuing Authority of the City of Woburn on January 28, 2004.

(7) Basic Service: That service tier which shall include at least the retransmission of local broadcast television signals, in accordance with the Cable Act. Said service tier may be marketed by the Licensee under a brand name which may change from time to time.

(8) CMR: The acronym for Code of Massachusetts Regulations:

(9) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (The Cable Communications Policy Act of 1984), amending the Communications Act of 1934, as further amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (The Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (The Telecommunications Act of 1996).

(10) Cable Service: The one-way transmission to Subscribers of (i) video programming or (ii) other Programming Service, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming Service which the Licensee may make available to Subcribers generally.

(11) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Chapter 166A of the General Laws of the Commonwealth.

(12) 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 for video programming and which is provided to multiple subscribers within the City of Woburn

(13) City: The City of Woburn, Massachusetts

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

(15) Converter: Any device changing the frequency of a Signal. A Subscriber converter may control reception capability and / or unscramble coded Signals distributed over the Cable System, among other capabilities.

(16) Department of Public Works ("DPW"): The Department of Public Works of the City of Woburn, Massachusetts.

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

(18) Drop or Cable Drop: The coaxial cable that connects each home or building to the Cable System.

(19) Execution Date of the Renewal License (the "Execution Date"):

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

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

(22) Gross Annual Revenues: Revenue of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any cable Service over the Cable System; in connection with the operation of the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; any other Cable Service revenues as allowed by applicable law; and advertising revenues. 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 City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(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) Hub or Hub Site: A sub-Headend used for the purpose of signal processing or switching.

(25) Issuing Authority: The Mayor of the City of Woburn, 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) Licensee: Comcast of Massachusetts I, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.

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

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

(30) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group of channel basis, in addition to the fee or charge for the Basic Service.

(31) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or a per-event basis, in addition to the charge or fee to Subscribers for the Basic Service.

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

(33) Prime Rate: The prime rate of interest at Fleet Bank, or its successors.

(34) Public Way or Street: The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the City, which shall entitle the Issuing Authority and the Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable Communications System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the City of Woburn for the purpose of public travel, or for utility or public service use dedicated for

compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Issuing Authority and the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee's Cable Communications System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable Communications System.

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

(36) 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.

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

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

(39) Standard Installation: The standard (125') Drop connection

(40) State: The Commonwealth of Massachusetts.

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

(42) Subscriber Network: The trunk and feeder signal distribution network owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

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

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

(45) 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.

(46) VCR: The acronym for videocassette recorder.

(47) Video Origination Link: An activated connection to an Upstream Channel allowing a User(s) to transmit Signal(s) upstream to a designated location.

(48) Video Programming or Programming: Programming provided by, or generally considered comparable 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 the Cable Communications Policy Act of 1984, as amended, and subject to the terms and conditions set forth herein, the Mayor of the City of Woburn, Massachusetts as the Issuing Authority of the City, 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 City of Woburn.

(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 City, State and Federal statutes and lawful ordinances 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 City of Woburn within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City 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 State of Massachusetts and the City of Woburn. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the City, any public utility serving the City 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 City'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 lawful regulations of the

Department of Public Works ("DPW") and any lawful special laws or City ordinances enacted hereafter.

SECTION 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on the Execution Date and shall expire at midnight on April 22, 2014, unless sooner terminated as provided in Section 11.4 herein or surrendered.

SECTION 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

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

(b) The grant of any additional cable television 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) or cable television renewal 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) or renewal license(s), are granted on terms and conditions more favorable 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 prove 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) or renewal licenses have been granted on terms 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) and renewal license(s)shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder

(d) In the event that the Licensee believes that any existing cable television operators in the City (as of the Execution Date of this Renewal License) have been provided relief by the Issuing Authority from any material obligation of its cable television license, then the Licensee may request an equivalent amount of relief from obligations herein. The Issuing Authority must agree in writing to any such request, which request the Issuing Authority shall consider and negotiate in good faith, and shall be in the form of a written amendment to this Renewal License. To obtain such relief, the Licensee shall request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any existing cable television operators in the City (as of the Execution Date of this Renewal License) have been provided relief by the Issuing Authority from any material obligation of its cable television license. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

SECTION 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable lawful DPW regulations and any lawful ordinances enacted by the City, provided, however, that such regulations or lawful ordinances are of general applicability and not specific to the Cable Communications System, the Licensee, or the License. Any conflict between the terms of this Renewal License and any lawful exercise of the City's police and regulatory powers shall be resolved in a court of law of appropriate jurisdiction.

SECTION 2.5---REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, and unless (1) the Licensee renews its license for another term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

SECTION 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred or assigned to any other Person, without the prior written consent of the Issuing Authority, which, in compliance with applicable law, consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. Subject to applicable law and regulation, the limitations in this Section 2.6 shall not prohibit the provision of security interests in the Cable System for the purpose of securing financing and shall not apply to an assignment or transfer of control to assignees or transferees controlled by Licensee or transfer or assignment to Licensees subsidiary, parent or affiliate.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority may consider such factors as the transferee's legal, financial, management, and technical qualifications and any other criteria allowable under law.

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

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

(e) Pursuant to applicable law which may be amended from time-to-time, the Licensee shall submit to the Issuing Authority an original of the application and FCC Form 394 requesting such transfer or assignment consent. Licensee shall make additional nine copies of the Form 394 available upon request.

(f) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Pursuant to applicable law (s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application, subject to Section 2.6(a) supra.

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

SECTION 2.7---EFFECT OF UNATHORIZED TRANSFER ACTION

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

(b) Pursuant to applicable law, If the Issuing Authority denies its consent to any such action, in compliance with applicable law, and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License consistent with Section 11.3 infra.

(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 City, or the Licensee.

ARTICLE 3

CABLE SYSTEM DESIGN

SECTION 3.1---SUBSCRIBER NETWORK

(a) Subject to the limitations contained herein, the Licensee shall continue to operate, maintain and make available to all residents of the City its existing Subscriber Network. Said Cable System shall continue to be fully capable of carrying a minimum of seventy-eight (77) video channels in the downstream direction.

(b) The Licensee shall continue to maintain throughout the term of the 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.

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

SECTION 3.2---PARENTAL CONTROL CAPABILITY

In accordance with applicable law, the Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets.

SECTION 3.3---EMERGENCY ALERT SYSTEM.

The Subscriber Network shall comply with the FCC's Emergency Alert System (EAS) regulations, as may be amended from time-to-time.

SECTION 3.4---SYSTEM TECHNICAL SPECIFICATIONS

The Cable Television System shall conform to the technical specifications included in Sections 3.1 herein. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

SECTION 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

For the entire Term of the Renewal License, the Licensee shall make its Cable Service available to all residences and non-commercial buildings in the City, subject to the limitations herein, unless the Licensee is legally prevented from providing such Service. However, the Licensee shall not be financially obligated to extend the Cable Communications System into any area where there are fewer than thirty (30) dwelling units per aerial strand mile of cable and sixty (60) dwelling units per underground mile of cable, calculated from the last dwelling unit toward the end of the nearest trunk line

Installation charges shall be non-discriminatory, and consistent with applicable federal and state law. An additional charge for time and materials may be charged for customized installation within a Subscriber's residence. Any dwelling unit within one hundred twenty-five feet (125') of the Cable System plant shall be entitled to a standard aerial installation rate. Any aerial installation greater than 125' shall be provided at the Licensee's actual cost, including the cost for system design changes to extend the cable plant to within 125' of the dwelling unit. Any underground installation shall be provided at the Licensee's actual cost

(a) Provided Licensee has at least forty-five (45) days' prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

SECTION 4.2---LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall install, operate and maintain the Cable Television System within the City of Woburn, not including the Headend. 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 applicable state and local laws and regulations.

SECTION 4.3---UNDERGROUND FACILITIES

In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the City, the Licensee shall likewise place its facilities underground. Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable lawful City ordinance rules, regulations and or standards. It is the policy of the City that existing poles for electric and communication purposes are utilized wherever possible and that underground installation is preferable to the placement of additional poles.

SECTION 4.4---TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and or wires as authorized herein, the Licensee shall avoid all unnecessary damage and or injury to any and all shade trees in and along the streets, alleys, Public Ways and Places, and private property in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or his 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 lawful regulations of the City's Tree Warden.

SECTION 4.5---RESTORATION TO PRIOR CONDITION

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

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

SECTION 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable advance request of any Person, including without limitation, a Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the person requesting the move, unless otherwise required by law. The Licensee shall be given no less than thirty (30) days advance written notice necessary to maintain continuity of service.

SECTION 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, upon reasonable notice, without charge to the City, 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 his 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 City department acting in a governmental capacity. If any costs herein are to be passed-through to Subscribers, the Licensee shall first notify the Issuing Authority of such costs in writing.

SECTION 4.8---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and

regulations of the Commission and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter.

SECTION 4.9---PEDESTALS

In any cases in which pedestals housing passive devices are be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable lawful DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City approved locations to be determined when the Licensee applies for a permit. All such pedestal locations shall be shown on the maps submitted to the City in accordance with Section 4.12.

SECTION 4.10---PRIVATE PROPERTY

The Licensee shall be subject to all applicable lawful laws, ordinances or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City.

SECTION 4.11---CONSTRUCTION MAPS

Upon the Issuing Authority's written request, the Licensee shall file with the Issuing Authority or its Designee strand maps of the Cable System in an electronic format. Upon the Issuing Authority's written request, the Licensee shall file updated maps annually, not later than fifteen (15) days after each anniversary of the Execution Date of the Renewal License.

SECTION 4.12---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the Cable Television System only during periods of minimum use and, if practical, only after a minimum of twenty four (24) hours notice to all affected Subscribers, in compliance with applicable law.

SECTION 4.13---COMMERCIAL ESTABLISHMENTS

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

SECTION 4.14---"DIG SAFE"

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

SECTION 5.1---BASIC BROADCAST SERVICE

The Licensee shall provide a Basic Service to all Woburn Subscribers in accordance with the Cable Act of 1992, and as defined herein.

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 1***, attached hereto and made a part hereof. Pursuant to federal law, all programming decisions, including the Programming listed in ***Exhibit 1*** , attached hereto, are at the sole discretion of the Licensee, and such 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 City Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or sticker showing the new channel line-up.

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 capability for commercial use by Persons unaffiliated with the Licensee.

SECTION 5.4----RECORDING DEVICES/CABLE COMPATIBILITY

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

two (2) scrambled Signals simultaneously. Said accessory equipment and written procedures shall be available to all Subscribers in accordance with applicable law.

(b) Pursuant to applicable law as may be amended from time-to-time, 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 Access Channels. For purposes of this Section 5.6(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and / or regulation.

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

(d) 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 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. Provided, however, that the Licensee shall have no obligation to provide service to any person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions, or as a result of a Cable System or equipment failure. When necessary Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

SECTION 5.6---FREE DROPS & BASIC SERVICE TO PUBLIC BUILDINGS

(a) Pursuant to M. G. L. c 166A § 5(e), the Licensee shall provide and maintain one (1) free, activated Subscriber Cable Drop and or Outlet (s) and the monthly Basic Service to all police and fire stations, public libraries and other municipal or public educational buildings located along its cable routes designated in writing by the Issuing Authority and included in ***Exhibit 2*** , attached hereto and made a part hereof. Provided, however, nothing herein shall require the Licensee to install an additional drop or outlet to any school or public building already receiving such free service. The Licensee shall coordinate the precise location of each Drop with each of the aforementioned institutions newly receiving such service. There shall be no costs to the City or any designated institution for the standard installation and provision of Basic Service and related maintenance

(b) The Issuing Authority or its designee may request a maximum of two (2) additional standard aerial Drops and or Outlets to municipal and public educational buildings located along the Licensee's cable routes and identified in ***Exhibit 2*** . Licensee shall make best efforts to install aerial Outlets within sixty (60) days and underground Outlets within one hundred-eighty (180) days of written request by Issuing Authority or designee

(c) The Licensee shall provide one (1) Converter, if necessary, with each Outlet, without charge to the City. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole expense; provided, however, that the Licensee or designated user shall be responsible for repairs and / or replacement necessitated by any acts of vandalism, theft or other extraordinary circumstances.

ARTICLE 6

ACCESS FACILITIES AND SUPPORT

SECTION 6.1--- ACCESS CHANNELS

Upon execution of this Renewal License, the Licensee shall continue to make available two (2) full-time downstream channels for Access purposes. Said Access Channels shall be used to transmit non-commercial Access programming to Subscribers, at no cost to the City or the Access Corporation and, except as otherwise provided for herein, shall be subject to the control and management of the City or its designee Access Corporation. Said Access Channels shall be included in the Licensee's Basic Service.

While the Licensee retains sole discretion for channel placement, the Licensee shall not move or otherwise relocate the channel locations of the two (2) Access Channels, established in paragraphs (b & c) above, without the advance, written notice to the Issuing Authority and or the Access Corporation, in compliance with applicable law.

The Licensee shall transfer ownership of the two existing Access Channel modulators to the City or its designee Access Corporation. There shall be no charge to the City and or the Access Corporation for said modulators. Upon transfer, the Licensee shall have no responsibilities for the maintenance, repair, or replacement of said modulators.

In Years six (6) through ten (10) of this Renewal License only, the Issuing Authority may request additional PEG capacity, not to exceed a total of three (3) channels which shall include said channels under Section 6.1 (a) supra, so long as a threshold use requirement is met for each of the PEG access channels designated above in paragraph (a). In order to request additional PEG capacity, the existing PEG Access Channels must be used to cablecast, first run, non-repetitive, locally produced, non-commercial, non-alpha numerical, programming at least eighty percent (80%) of the weekdays (Monday through Friday) for eighty percent (80%) of the time during any consecutive eight-hour period for six (6) consecutive months. The Issuing Authority must provide the Licensee with written, detailed documentation evidencing the usage meets the threshold requirement for each channel. If there is channel space available

at the time of the Issuing Authority's written request for an additional channel under this Section, the Licensee shall make a channel available within twelve (12) months. If there is no channel space available on the Basic Service tier, the Licensee shall have twenty-four (24) months following receipt of the Issuing Authority's written request in which to make such new channel available. Once the threshold is met and the additional capacity given, each of the initial PEG channels must maintain the threshold requirement. If any of the initial PEG channels fail to meet the threshold for four (4) consecutive months, the additional PEG capacity may be reclaimed by Licensee upon sixty (60) calendar days written notice to the Issuing Authority. Under no circumstances shall the Issuing Authority lose the right to its initial PEG capacity.

SECTION 6.2-- ACCESS EQUIPMENT FACILITIES GRANT

(a) The Licensee shall provide Access equipment/facilities grants to the City as follows:

(i) No later than June 30, 2004, will pay for and complete renovations to create a PEG Access studio at the Woburn Senior Center located at 144 School Street, Woburn, MA. The total cost for the renovations will not exceed Thirty Fifty thousand Dollars ($35,000).

(ii) The Licensee will also install at the Senior Center new production equipment originally purchased for its existing studio located at Montvale Avenue said equipment is identified in Exhibit 3 attached hereto, Stoneham, MA. The Licensee will not be required to purchase additional equipment or relocate said equipment once installed at the Senior Center.

(iii) On February 5, 2006, Two Hundred and Fifty Thousand Dollars ($250,000) payable to the City of Woburn or its designee.

(iv) On February 6, 2007, One Hundred and Fifty thousand Dollars ($150,000) payable to the City of Woburn or its designee.

(b) In no event shall said Access equipment payment in paragraph (a) above be counted against any Franchise or License Fee payment, required by Section 7.1 infra, or any other fees or payments required by applicable law.

(c) The Licensee shall not be responsible for equipment owned by the Issuing Authority or its designee Access Corporation including, but not limited to, maintenance, repair, or replacement thereof.

SECTION 6.3---EXISTING ACCESS/LO EQUIPMENT

Within thirty (30) days of the date the Issuing Authority or its designee Access Corporation assumes responsibility for Access Programming pursuant to Section 6.4, the Licensee shall deed over to the Issuing Authority or its designee Access Corporation, as directed by the Issuing Authority, without warranty, all Licensee-owned Access/LO studio and production equipment located at the Woburn Access/LO Studio as existing at the Execution Date of this Renewal License. A list of said Equipment is attached hereto as ***Exhibit 4***. Upon transfer of said Equipment, Licensee shall not be responsible whatsoever for said equipment, including, but not limited to, repair, replacement, or maintenance of said equipment.

SECTION 6.4---ACCESS SUPPORT

(a) No later than July 1, 2004, the Issuing Authority or its designee Access Corporation shall assume responsibility for the provision of Access programming, facilities, staffing, and equipment for the residents of the City, pursuant to the provisions of Article 6 herein. After July 1, 2004, Licensee shall have no further obligations with respect to the production of Access programming or the maintenance and/or operation of an Access facility in the City of Woburn, except as otherwise explicitly provided for herein.

(b) The Licensee shall provide Access support payments equal to four and one quarter percent (4.25%), of the Licensee's Gross Annual Revenues, as such term is defined in this Renewal License. Said payments shall be made to the City of Woburn or its designee Access Corporation and used for, among other things, support of the Access Programming and Cable related functions. Said payments shall be made as follows:

Payment 1	due 03/15/05	for the Effective Date – 12/31/04
Payment 2	due 02/15/06	for 01/01/05 – 12/31/05
Payment 3	due 02/15/07	for 01/01/06 – 12/31/06
Payment 4	due 02/15/08	for 01/01/07 – 12/31/07
Payment 5	due 02/15/09	for 01/01/08 – 12/31/08
Payment 6	due 02/15/10	for 01/01/09 – 12/31/09
Payment 7	due 02/15/11	for 01/01/10 – 12/31/10

Payment 8	due 02/15/12	for 01/01/11 – 12/31/11
Payment 9	due 02/15/13	for 01/01/12 – 12/31/12
Payment 10	due 03/15/14	for 01/01/13 – 12/31/13
Payment 11	due 06/15/14	for 01/01/14 – Expiration Date.

(b) The Licensee shall file with each payment, a statement certified by an appropriate financial agent or employee of the Licensee documenting the total of all Gross Annual Revenues derived during the previous year.

(c) Licensee reserves the right to pass-through Access Payments in accordance with applicable law.

SECTION 6.5---RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Article 6. All amounts paid shall be subject to audit and recomputation by the City, 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 payment is owed, such payment shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall pay all of the costs of such audit not to exceed Two Thousand Dollars ($2,000.00). The interest on such additional payment shall be charged from the original due date at the Prime Rate during the period that such additional amount is owed, in accordance with Section 7.3 herein.

SECTION 6.6--- ACCESS PAYMENTS

All payments for equipment required hereunder in Section 6.2 shall be made by the Licensee directly to the City or its designee Access Corporation.

SECTION 6.7---EQUIPMENT OWNERSHIP

(a) The City or its designee Access Corporation will own all equipment purchased with funding pursuant to Article 6, Section 6.2(A)(ii). The Licensee shall have no obligation for such equipment, including, but not limited to, maintenance, insurance, repair or replacement of such Access equipment.

(b) The City or its designee Access Corporation will own all equipment purchased with funding pursuant to Article 6, Section 6.2(A)(i)(iii)(v). The Licensee shall have no obligation for such equipment, including, but not limited to, maintenance, insurance, repair or replacement of such Access equipment.

SECTION 6.8---ACCESS CHANNEL(S) MAINTENANCE

The Licensee shall monitor the Access Channels for technical signal 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 Access Programming produced by the City or its designee Access Corporation. Upon the request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

SECTION 6.9---ACCESS CABLECASTING/VIDEO ORIGINATION

(a) In order that the City or its designee Access Corporation can cablecast its PEG Access Programming over the two (2) PEG Access channels, all PEG Access Programming shall be modulated, then transmitted from the PEG Access Studio(s) at the Woburn Senior Center and/or Woburn High School, to the Cable System headend or hubsite, without charge to the City or its designee Access Corporation.

(b) For PEG Access origination purposes, without charge to the City or Access Corporation, no later than September 1, 2004, the Licensee will construct and, thereafter, maintain a dedicated Video Origination Link between its Headend and the PEG Access Studio located at the Woburn Senior Center.

(c) For PEG Access origination purposes, without charge to the City, Access Corporation, or the Woburn Public Schools, no later than June 1, 2006, the Licensee will construct and, thereafter, maintain a dedicated Video Origination Link between its Headend and the PEG Access Studio to be located at Woburn High School.

(d) The Licensee shall provide and maintain all necessary processing equipment in order to electronically switch upstream signals from the City or the Access Corporation to the designated downstream access channel(s); provided, however nothing herein shall require the Licensee to provide, repair, maintain or replace end-user equipment including, but not limited to, modulators, demodulators, and associated equipment. The City or its designee Access Corporation shall be responsible for any

manual switching that be may be required in order to originate programming from multiple origination locations.

SECTION 6.10---THIRD PARTY RIGHTS

The Issuing Authority and the Licensee herein acknowledge and agree that the Access Corporation will not be a party to this Renewal License and that any provision herein that may affect the Access Corporation is not intended to create any rights on behalf of the Access Corporation.

SECTION 6.11---ACCESS PROGRAMMING

Editorial discretion and the content of programming on the PEG Channels and any liability therefore, shall reside solely with, and be the sole responsibility of, the City of its designee Access Corporation.

SECTION 6.12---CENSORSHIP

Neither the Licensee, the City nor the Access Corporation shall engage in any program censorship or any other control of the content of the Access programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

FRANCHISE FEES

SECTION 7.1---FRANCHISE FEES

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the City, throughout the term of this Renewal License, a Franchise Fee equal to fifty cents ($.50) per Subscriber per year, or such amount as may in the future be allowed pursuant to State and or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License.

(b) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of four and one quarter percent (4.25%) of its Gross Annual Revenues; provided, however, that said four and one quarter percent (4.25%) shall include any license fee payable to the State, and any payments made to the Issuing Authority or its designee pursuant to Section 6.4; and furthermore provided, however, that said four and one quarter percent (4.25%) shall not include the following; (i) any equipment supplied herein to the City for I-Net use; (ii) the PEG Access equipment (Section 6.2); (iii) any interest due herein to the City and or the Access Corporation because of late payments; and or (iv) any damages herein (Section 11.2).

SECTION 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

(b) In accordance with Section 622 (h) of the Cable Act, it is the understanding of the parties hereto that 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 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 shall not exceed four and one quarter percent (4.25%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

(c) The term "License Fee" shall have the meaning defined in Sections 622(g)(1) and 2(A) through (D) 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 Section 7.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the City pursuant to this Section 7.3 shall not be deemed to be part of the License Fees to be paid to the City pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622 (g) (2) (D) of the Cable Act.

SECTION 7.4---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable state and or federal laws.

SECTION 7.5---METHOD OF PAYMENT

All payments by the Licensee to the City or its designee Access Corporation pursuant to this Renewal License shall be made payable to the City and deposited with the City Treasurer.

ARTICLE 8

RATES AND CHARGES

SECTION 8.1---RATE REGULATION

In the future, the City reserves the right to regulate the Licensee's rate and charges 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 and conditions relating thereto. Thereafter, in accordance with applicable law, the Licensee shall file with the Issuing Authority all 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. In accordance with applicable law, 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. Except during promotional or other special discount offerings, no rates or charges shall be effected except as they appear on a schedule so filed.

(b) In accordance with applicable law, 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. In accordance with applicable law, 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 comply with 207 CMR 10.00 et seq., attached hereto as ***Exhibit 7***.

SECTION 8.3---PUBLICATION

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

SECTION 8.4---NON-DISCRIMINATORY RATES

All of the Licensee's rates, charges and prices for Subscriber Cable Services shall be non-discriminatory.

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, upon notice, 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 this Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as necessary copies of the certificate of insurance for the following policies:

(a) A general comprehensive liability policy listing the City, its officers, boards, commissions, committees, agents and employees as additional insured on all claims on account of injury to or death of a person or persons, including property damage, 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) for injury or death to any one Person in any one occurrence. The amount of such insurance for excess liability shall be Three Million Dollars ($3,000,000) in umbrella form.

(b) Automobile liability insurance for all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of :

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

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

(iii) Five Hundred Thousand Dollars ($500,000.) for property damage per occurrence.

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

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

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

(ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions;

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

(iv) Evidence of insurance shall be submitted to the City prior to commencement of any System construction or upgrade or operations under this Renewal License; and

(v) 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 City 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 this Renewal License a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars ($100,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, any claims, or liens due the City which arise by reason of the construction, upgrade, maintenance, operation and or removal of the Cable Television System, the City shall recover from the surety of such bond all damages suffered by the City 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 this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the City 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 City 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 this Renewal License.

SECTION 9.3---REPORTING

Upon written request, the Licensee shall submit to the Issuing Authority, or his Designee, copies of all current certificates regarding: (i) all insurance polices 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 City, 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, upgrade, installation, maintenance, operation and or removal of the Cable Television System under this Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, upgrade, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. The City shall give the Licensee a minimum ten (10) day written notice of any claim(s) for which indemnification is sought.

SECTION 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority of a written notice of such intent to cancel, materially change or reduce the coverage required herein for each are intended to cover the liability assumed by the Licensee under the terms of this Renewal License.

ARTICLE 10

ADMINISTRATION AND REGULATION

SECTION 10.1---REGULATION AUTHORITY

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

SECTION 10.2--- EVALUATION HEARINGS

(a) The Issuing Authority may hold a evaluation hearing within thirty (30) days of each anniversary of the Execution Date of the Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to discuss and hear comment on the Licensee's operation of the Cable System in the City.
(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the installation, operation and or maintenance 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, and produce such documents or other materials as are reasonably requested from the City. 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 thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report , and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office.

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 City, sex affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee

shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

SECTION 10.4---EMERGENCY REMOVAL OF PLANT

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

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

SECTION 10.5---INSPECTION

The Issuing Authority or his Designee(s) shall have the right to request an inspection of the Licensee's plant, equipment or property relating to the distribution of Cable Services in the City of Woburn at reasonable times and under reasonable circumstances provided, however, that such inspections do not interfere with the operation or the performance of the Woburn Cable System, and that such inspections are conducted after advance written notice of not less than twenty (20) business days to the Licensee. The Licensee shall fully cooperate in these activities, and shall have a representative present during such inspections.

SECTION 10.6--- VENUE

Venue over any dispute, action or suit shall be in any court of competent jurisdiction 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

(a) In the event that the Issuing Authority has reason to reasonably 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:

(i) 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

(ii) 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 fourteen (14) day intervals as to the Licensee's efforts or as otherwise agreed, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

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

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

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

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 and / or Section 9.3 herein;

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

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

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 receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default and Licensee has been given opportunity to cure as per Section 11.1.

(i) For failure to, install, and / or maintain the Video Origination Links in accordance with Section 6.9 herein attached hereto fifty dollars ($50.00) per day, for each day that any such non-compliance continues.

(ii) For failure to comply with the technical standards, pursuant to Sections 3.1 and 3.5 herein and ***Exhibit 6*** attached hereto, fifty dollars ($50) per day, that any such non-compliance continues.

(iii) For failure to comply with the access provisions in accordance with Article 6 herein, fifty dollars ($50) per day, for each day that any such non-compliance continues.

(v) For failure to meet the FCC's Customer Service Obligations in accordance with Section 12.5 infra and ***Exhibit 5***, fifty dollars ($50) per day that any such non-compliance continues.

(b) The parties hereto agree that the following liquidated damages shall not require the Issuing Authority to follow the procedures of Section 11.1 infra; provided, however, that the Issuing Authority shall give the Licensee written notice, by certified

mail, of any such non-compliance and a thirty (30) day period, from receipt of such notice, to cure. Any such liquidated damages shall accrue as of the date that the Licensee receives notice from the Issuing Authority, unless the Licensee cures any default(s).

(c) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies. (d) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which it will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by section 622 (g) (2) (A) – (D) of the Cable Act.

SECTION 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to Section 11.1 herein, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke this 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 this Renewal License by action of the Issuing Authority, pursuant to Section 6.1 and 6.3 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. In the event of any termination, the City and the Licensee shall have all of the rights provided in the Renewal License.

SECTION 11.5---NOTICE TO CITY OF LEGAL ACTION

In the event that the Licensee or Issuing Authority intends to take legal action against the other for any reason, the party contemplating legal action shall first (i) give the other at least forty-five (45) days notice that an action will be filed, unless in good

faith time and events do not allow for such a period (ii) meet with Licensee, the City Solicitor, or other City Official(s) in good faith before it files any such action

SECTION 11.6---NON-EXCLUSIVITY OF REMEDY

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

SECTION 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the City or the Licensee to exercise, and no delay in exercising, any right in this Renewal License or partial exercise of such rights, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

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

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

ARTICLE 12

SUBSCRIBER RIGHTAND CONSUMER PROTECTION

SECTION 12.1---TELEPHONE ACCESS

(a) The Licensee shall provide and maintain a toll-free 24-hour answer line in compliance with the FCC's Customer Service Obligations at 47 C.F.R. S76.309, attached hereto, and made a part hereof, as ***Exhibit 5.***

(b) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number.

(c) Pursuant to 47 C.F.R. S76.309 (c) (1) (B), under normal operating conditions, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety 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, measured on a quarterly basis, under normal operating conditions.

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the reports, subject to Section 13.5 infra, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

SECTION 12.2---SERVICES FOR THE HANDICAPPED

Licensee shall comply with all state and federal laws regarding handicapped devices and services.

SECTION 12.3---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide the Standard Installation of Cable Service(s) in all areas of the City, subject to the limitations set forth herein, to those residents who requested Service within seven (7) days of said request, in those areas of the City where service is available, in compliance with applicable law.

(b) Unless mutually agreed to otherwise by said Subscriber and the Licensee, in arranging appointments for either installation visits or service calls, the Licensee shall specify to the resident or Subscriber in advance whether said installation visit or service call will occur in the appointed 4 hour interval, morning, afternoon, or evening, if applicable. Failure to install cable or make the service call as scheduled shall require the Licensee to make best efforts to offer a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, in compliance with applicable law.

(c) A Subscriber complaint or request for service received after regular business hours, as defined in Section 12.1 above, shall be acted upon the next business day. Verification of the Problem and resolution shall occur as promptly as possible, in compliance with applicable law.

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within (1) one hour, concerning such an outage, or when the Licensee has reason to know of such an outage, in compliance with applicable law. The Licensee shall supply the Issuing Authority, for its exclusive use, with a telephone number of appropriate management personnel in the event that emergency repair service is necessary.

SECTION 12.4---CUSTOMER SERVICE STANDARDS

The Licensee shall comply with the FCC Customer Service Standards, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as ***Exhibit 5***.

SECTION 12.5---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 Notifications;

(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; and

(viii) Billing Disputes and

(ix) Security Deposits.

SECTION 12.6---CUSTOMER IDENTIFICATION

In the event that the Licensee should require Social Security numbers to identify its Subscribers, such practice shall comply with all applicable State and or federal laws relating to the use of Social Security numbers as a required form of identification.

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, subject to applicable privacy laws, the Issuing Authority shall be responsible for receiving and acting upon such Subscriber complaints and or inquiries, as follows:

(i) Upon the written request of the Issuing Authority, 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 his Designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of complaint procedures. Pursuant to applicable law, the Licensee shall notify each new Subscriber, at the time of

initial installation Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Issuing Authority or its Designee(s) in compliance with applicable privacy laws determines it to be in the public interest, the Issuing Authority or its Designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

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 that might make inoperable the remote control devices acquired by Subscribers.

SECTION 12.9---EMPLOYEE IDENTIFICATION CARDS

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

SECTION 12.10---PROTECTION OF SUBSCRIBER PRIVACY

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

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

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

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

SECTION 12.11---PRIVACY WRITTEN NOTICE

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

SECTION 12.12---MONITORING

(a) Neither the Licensee nor its agents nor the City nor its agents shall, without a court order, 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, unless legally authorized or ordered to do so by a court of law or other legal authority; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. Unless not legally authorized or ordered not to do so by a court of law or other legal authority, the Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber, or pursuant to a court order or applicable law.

SECTION 12.13---POLLING BY CABLE

No poll or other Upstream response of a Subscriber or User shall be conducted or obtained, unless (i) the program of which the Upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or Upstream response, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by applicable law, neither the Licensee nor its agents nor its employees shall make available to any third party, including the City, 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 not less than fourteen (14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

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

(a) The Licensee shall 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.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

SECTION 13.1---GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the City any information regarding the Licensee, its business and operations, and or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the City pertaining to the subject matter of the Renewal License 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 City Solicitor for a determination of the validity of the Licensee's claim of a proprietary interest.

SECTION 13.2---FINANCIAL REPORTS

Subject to the regulations of the Cable Division, if applicable, written request, the Licensee shall furnish the Issuing Authority with Cable Division Forms 200 and 300 showing a balance sheet sworn to by the Licensee's authorized financial representative.

SECTION 13.3---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of this Renewal License, upon written request of the Issuing Authority, the Licensee shall provide the Issuing Authority with a report of telephone traffic generated from an in-house automated call accounting or call tracking system: provided, however, that the Licensee shall not be required to provide said reports more than twice per year, unless the parties hereto agree otherwise

SECTION 13.4---SUBSCRIBER COMPLAINT REPORT

Subject to Cable Division regulations, if applicable, the Licensee shall submit a completed copy of Cable Division Form 500B to the Issuing Authority, or his designee, no later than two (2) weeks after its annual filing.

SECTION 13.5---SERVICE INTERRUPTION REPORT

Subject to Cable Division regulations, if applicable, the Licensee shall submit a completed copy of Cable Division Form 500C to the Issuing Authority, or his designee, no later than two (2) weeks after its annual filing.

SECTION 13.6---ANNUAL PERFORMANCE TESTS

Upon written request, the Licensee shall provide copies of proof of performance tests to the Issuing Authority in accordance with FCC Regulations, at C.F. R.76.601 et seq.

SECTION 13.7---DUAL FILINGS

(a) Upon written request, the Licensee shall make available to the City copies of any petitions or communications with any State or federal agency pertaining to the Cable System in the City of Woburn.

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

SECTION 13.8---ADDITIONAL INFORMATION

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

SECTION 13.9---INVESTIGATION

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a City governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of

establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

SECTION 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall comply with all federal, State and or local laws and regulations governing Equal Employment/Affirmative Action.

SECTION 14.2---NON-DISCRIMINATION

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

SECTION 15.1---ENTIRE AGREEMENT

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

SECTION 15.2---CAPTIONS

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

SECTION 15.3---SEVERABILITY

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

SECTION 15.4---RENEWAL LICENSE EXHIBITS

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

SECTION 15.5---WARRANTIES

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

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the State (Certificate of Good Standing to be supplied upon execution);

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

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

(d) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of this Renewal License.

SECTION 15.6---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; tornadoes: fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests: civil disturbances; explosions; strikes; partial or entire electrical outages not caused by the Licensee; damage to conduit not caused by the Licensee; pending litigation; vandalism; acts of terrorism and unavailability of essential equipment, services and or materials and or other matters beyond the control of the Licensee, including environmental restrictions.

SECTION 15.7---REMOVAL OF ANTENNAS

In compliance with applicable law, the Licensee shall not remove any television antenna of any Subscriber but shall offer, at the Licensee's costs for labor and materials, to said Subscriber, and maintain, an adequate switching device to allow said Subscriber to choose between cable and non-cable television reception; with the exception of satellite television receivers.

SECTION 15.8---SUBSCRIBER TELEVISION SETS

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

SECTION 15.9---APPLICABILITY OF RENEWAL LICENSE

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

SECTION 15.10---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor at, City Hall, 10 Common Street, Woburn, Massachusetts 01801, or such other address as the Issuing Authority may specify in writing to the Licensee.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice-President of Government and Community Relations, Comcast, 676 Island Pond Road, Manchester, NH, 03109, with a copy to Director of Government Affairs, 28 Travis Street, Allston, Massachusetts 02134, and Comcast Cable Communications, Inc. 1500 Market Street, Philadelphia, PA 19102 or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(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 its Designee shall publish notice of the same, sufficient to identify its time, place and purpose, in a Woburn 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. The Issuing Authority or its Designee shall also identify hearing(s) by periodic announcement on a community bulletin board channel, if applicable, between the hours of seven (7:00 PM) and nine (9:00) PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

SECTION 15.11---NO RECOURSE AGAINST THE ISSUING AUTHORITY

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

SECTION 15.12---COST OF PUBLICATION

The Licensee shall assume all costs of publication, printing and distribution of this Renewal License for the use of, and at the request of, the Issuing Authority, up to a limit of ten (10) copies.

SECTION 15.13---CITY'S RIGHT OF INTERVENTION

The City hereby reserves to itself, and the Licensee acknowledges the City's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License.

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 this Renewal License and shall continue for the term of this Renewal License, except as expressly provided for otherwise herein.

SIGNATURE PAGE

In Witness Whereof, this 23 day of April, 2004, this Renewal Cable Television License is hereby issued by the Mayor of the City of Woburn, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts I, Inc.

APPROVED AS TO FORM:

City Solicitor
05.19.04

CITY OF WOBURN, MA

John Curran
In his capacity as Mayor

Witnessed by:

COMCAST OF MASSACHUSETTS I, INC.,

Kevin M. Casey
Senior Vice President

Witnessed by:

EXHIBIT 1

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT 2

SUBSCRIBER NETWORK DROPS

School Buildings

Altevest School	990 Main Street
Clapp School	Hudson Street
Goodyear School	Orange Street
Hurld School	75 Bedford Road
Joyce Jr. School	55 Locust Street
Kennedy School	Middle Street
Linscott School	86 Elm Street
Reeves School	240 Lexington Street
Shamrock Green School	60 Green Street
St. Charl School	8 Myrtle Street
White School - Rear	240 Lexington Street
Woburn School	88 Montvale Avenue

Municipal and other Public Buildings

Boys & Girls Club	1 Charles Gardner Lane
Fire Department	121 Lexington Street
Fire Department	124 Main Street
Fire Department #2	907 Main Street
Fire Department #3	654 Main Street
Fire Department #4	44 Central Street
Housing Authority Rec Rm	1 Library Place
Library	45 Pleasant Street
Police Department	Harrison Avenue
Public Works Department	70 North Warren Street
Public Works Department	50 North Warren Street
Senior Housing	70 Warren Avenue
Town Hall	10 Common Street
Veterans Senior Center	144 School Street
Woburn Housing Rec Rm	Nichols Street Extension

EXHIBIT 3

NEW PEG ACCESS / STUDIO EQUIPMENT

(See following pages.)

Woburn Studio New Equipment List
Woburn, Massachusetts

Location	Owner	Qty.	Description	Manufacturer	Model	Serial No. / Notes
NEW	Woburn	1	audio mixer/board	Mackie	1642-VLCPro	(21)DN21721
NEW	Woburn	1	Black Burst Generator	Horita	CSG-50/RM	CT7307284
NEW	Woburn	2	cable - mini to XLR break out cable	Cannon	STV250	
NEW	Woburn	1	character generator	Compix	LCG-3000	EG0174901517A
NEW	Woburn	1	computer monitor 17"	Sony	CDP-G220R	S018061019B
NEW	Woburn	1	distribution A/V amp	ESE	ES-209A	104722
NEW	Woburn	1	DVD player	Panasonic	PNDVDS35K	VB3BA011142
NEW	Woburn	1	DVD player	Panasonic	PNDVDS35K	VA3EE001260
NEW	Woburn	1	DVD recorder/burner	Panasonic	DMR-T3040	%KW3GA001063
NEW	Woburn	3	Leightronix interfaces	Leightronix		
NEW	Woburn	2	MiniDV audio adapter	Cannon	MA-300	
NEW	Woburn	4	MiniDV battery	Cannon	BP-945	
NEW	Woburn	1	MiniDV camera	Cannon	GL-2	132640700735
NEW	Woburn	1	MiniDV camera	Cannon	GL-2	132640700734
NEW	Woburn	2	MiniDV Camera Case	TecNec	BPL-1550	
NEW	Woburn	2	MiniDV Camera Filters - 58MM skylight	Tiffen	Sky 1A	
NEW	Woburn	2	Mini-DV cleaning tapes	Panasonic	AY-DVMCLA	
NEW	Woburn	2	Mini-DV Zoom/Focus remote controller	Bogen	522C	
NEW	Woburn	1	monitor - color	JVC	TM-A130SU	TM-A130SU/A 07801177
NEW	Woburn	1	monitor - color	JVC	TM-A130SU	TM-A130SU/A 07801186
NEW	Woburn	1	monitor - color 20"	Panasonic	CT-2088YD	MB31630039
NEW	Woburn	1	monitor - color 20"	Panasonic	CT-2088YD	MB31630038
NEW	Woburn	1	monitor -B&W	Panasonic	WV-BM900	CEU00412
NEW	Woburn	1	monitor -B&W	Panasonic	WV-BM900	CEU00411
NEW	Woburn	1	monitor -B&W	Panasonic	WV-BM900	CEU01013
NEW	Woburn	1	monitor -B&W	Panasonic	WV-BM900	CEU01014
NEW	Woburn	1	non-linear edit system	Applied Magic	Sequel 40 (SQA40EN)	SP007329
NEW	Woburn	1	non-linear edit system	Applied Magic	Sequel 40 (SQA40EN)	SP007337
NEW	Woburn	3	power supplies (for control room)	MidAtlantic	PD915R	
NEW	Woburn	3	rack mount casters	MidAtlantic	CBS-MRK-26	
NEW	Woburn	6	rack mount shelf	MidAtlantic	generic	
NEW	Woburn	1	rack mount shelf	MidAtlantic	WS3-M26	
NEW	Woburn	1	rack mount side panel (pair)	MidAtlantic	SPN-40-267	
NEW	Woburn	3	rack mount vent top	MidAtlantic	MW-VT	
NEW	Woburn	1	rack mounts	FEC	RK130A	
NEW	Woburn	3	rack mounts	MidAtlantic	MRK-4026	
NEW	Woburn	1	rack mounts	Panasonic	WV-Q29A	CCU00001
NEW	Woburn	1	rack mounts	Panasonic	WV-Q29A	CCU00002
NEW	Woburn	2	tripod (includes 3433 Tripod head, 3502 tripod leveler, 3281 tripo bags)	Bogen	3046	
NEW	Woburn	1	video deck - mini-DV /SVHS deck	JVC	SR-VS30U	10820412
NEW	Woburn	1	video deck - mini-DV /SVHS deck	JVC	SR-VS30U	10820429
NEW	Woburn	1	video deck - SVHS playback	Panasonic	AG-1350	%K2TB01753
NEW	Woburn	1	video deck - SVHS playback	Panasonic	AG-1350	%K2TB00678
NEW	Woburn	1	video deck - SVHS playback	Panasonic	AG-1350	%K2TB03205
NEW	Woburn	1	video deck - SVHS recorder	Panasonic	AG-3200	%H2A1714JV4
NEW	Woburn	1	video deck - SVHS recorder	Panasonic	AG-3200	%H2A1507JV4
NEW	Woburn	1	video switcher	Panasonic	AG-MX70	%F3TVA0013

EXHIBIT 4

EXISTING PEG ACCESS / STUDIO EQUIPMENT

(See following pages.)

Owner	Qty.	Description	Manufacturer	Model	Serial No.
Woburn Studio	1	AC adapter	JVC	TM634	
Woburn Studio		assorted connectors			
Woburn Studio	1	audio - cassette player	Kenwood	KX-W4040	21001686
Woburn Studio	1	audio - cd player	Sony	CDP-XE500	8120950
Woburn Studio	2	audio - headphones	Labtec	Elite 810	
Woburn Studio	1	audio board	Soundcraft	SpiritSX	RW5347050730
Woburn Studio	1	audio mixer	Shure	M67	
Woburn Studio	1	audio mixer - 2 input	Shure	FP31	
Woburn Studio	1	audio mixer - 4 input	Shure	M267	CA947769
Woburn Studio	1	audio mixer - 6 input	Shure	M367	H980740673
Woburn Studio	1	audio mixer board	Ross Systems	RCS-802	92080068
Woburn Studio	1	audio snake - 8 input	unknown	unknown	
Woburn Studio	1	audio speaker set	Hi-Tex	CP-668	
Woburn Studio	3	batteries - camera - SVHS	Panasonic	AG-BP20DX	
Woburn Studio	3	battery - camera - Hi-8	Gold	NMG-729	
Woburn Studio	7	battery - camera - Hi-8	Sony	NP-98	
Woburn Studio	1	battery charger	Sima	PIV 51557	
Woburn Studio	1	battery charger	unknown	unknown	
Woburn Studio	1	cables	bnc to barrel		
Woburn Studio	16	cables	bnc to bnc		
Woburn Studio	2	cables	bnc to rca		
Woburn Studio	2	cables	rca to phono		
Woburn Studio	6	cables	rca to rca		
Woburn Studio	4	cables	rf to rf		
Woburn Studio	1	cables	rf to rf 250'		
Woburn Studio	4	cables	s video		
Woburn Studio	0	cables	xlr to mini		
Woburn Studio	2	cables	xlr to phono		
Woburn Studio	2	cables	xlr to rca		
Woburn Studio	12	cables	xlr to xlr		
Woburn Studio	1	camera - Hi-8	Sony	EVO-9100	
Woburn Studio	1	camera - Hi-8	Sony	EVO-9100	
Woburn Studio	1	camera - Hi-8	Sony	EVO-9100	
Woburn Studio	1	camera - studio - tube camera	Sony	DXC-1820	
Woburn Studio	1	camera - SVHS	Panasonic	AG-455	L4HB00391
Woburn Studio	1	camera - SVHS	Panasonic	AG-456	H1HK00498
Woburn Studio	2	camera control unit	JVC	RM-P2000	16751919
Woburn Studio	1	cameras - studio	JVC	KY-17B	
Woburn Studio	1	cameras - studio	JVC	KY-17B	
Woburn Studio	3	CCU cables			
Woburn Studio	1	computer (CBB)	Commodore	Amiga 1200	530311
Woburn Studio	1	computer (IBM clone) w/ keyboard & mouse for playback	unknown	unknown	
Woburn Studio	1	computer monitor	Commodore	1084A	141192
Woburn Studio	1	computer printer	Hewlet-Packard	C5894A	HU93Q1N150
Woburn Studio	1	computer w/ keyboard & mouse (character generator)	Commodore	Amiga 2000	CA1015552
Woburn Studio	1	data switcher	MinCom3M		309825000
Woburn Studio	2	data switcher	unknown	unknown	
Woburn Studio	1	edit controller	JVC	RM-G860U	
Woburn Studio	1	fax machine	Brother	Intellifax 775	U56583K1K673600
Woburn Studio	1	ladder - 10' - fiberglass	Lynn	FT310T	
Woburn Studio	1	ladder - 6' - wooden	Blue Ribbon Ladder	I	
Woburn Studio	2	lamp - scoop			
Woburn Studio	1	lamp - studio / broad light	Mole-Richardson	3211	
Woburn Studio	1	lamp - studio / spotlight			

Owner	Qty.	Description	Manufacturer	Model	Serial No.
Woburn Studio	3	lamp - studio / Teeni-Mole spot	Mole-Richardson	2821	
Woburn Studio	3	lamp - studio / Teeni-Mole	Mole-Richardson	4051	
Woburn Studio	1	lamps - light kits - medium	Lowell	various/unk	
Woburn Studio	1	lamps - light kits - small	Lowell	various/unk	
Woburn Studio	1	lense controls - focus	Fujimon	CHF-3	
Woburn Studio	2	lense controls - zoom	Fujimon	SRD-92	
Woburn Studio	1	microphone - boom	Sennheiser	K34	
Woburn Studio	7	microphone - handheld	Shure	BG1.1	
Woburn Studio	1	microphone - handheld	Shure	SM58	
Woburn Studio	5	microphone - handheld	V-Tech	VT-1030	
Woburn Studio	1	microphone - lavalier	AKG	C567E	
Woburn Studio	1	microphone - lavalier	Shure	SM83	
Woburn Studio	1	microphone boom stands			
Woburn Studio	1	microphone stands			
Woburn Studio	1	monitor	JVC	C-2082UM	17712545
Woburn Studio	1	monitor	Panasonic	CT-1384VY	MB60530390
Woburn Studio	1	monitor	Panasonic	WV-5350	18Z00987
Woburn Studio	1	monitor	Panasonic	WV-5350	10Z00988
Woburn Studio	1	monitor	Panasonic	WV-5350	52Z02596
Woburn Studio	1	monitor - b&w	Hitachi	VM906AU	1031052
Woburn Studio	1	monitor - b&w	Panasonic		
Woburn Studio	1	monitor - color	JVC	TM-63U	08559702
Woburn Studio	1	monitor - color	NAD	MR20	6000221
Woburn Studio	1	monitor - color	Panasonic	BT3100N	FJ5440180
Woburn Studio	1	monitor - color	Panasonic	BT5700N	KF2130071
Woburn Studio	1	monitor - color	Panasonic	BT-S1300N	KA2130104
Woburn Studio	1	monitor - color	Videotek	RM12TR	05860542A
Woburn Studio	1	monitor - color	Videotek	RM-13TR	8840448
Woburn Studio	1	optical transmitter	Catel	OT-1010	500857
Woburn Studio	1	photocopier	Canon	PC920	TVK49861
Woburn Studio	1	power adapter	JVC	AA-63B	11030724
Woburn Studio	1	programming unit	Leightronix	Pro-16	09318PRO
Woburn Studio	2	props - trees	unknown	unknown	
Woburn Studio	2	sandbag - green	Walter Brewer	unknown	
Woburn Studio	3	sandbag - orange	unknown	unknown	
Woburn Studio	1	special effets generator	Panasonic	WJ 5600	49A14957
Woburn Studio	1	Supergen	Progressive Images	SG-10	SGX40616
Woburn Studio	1	switcher - special effects generator with power module # KM-D600U-M	JVC	KM-D600	162508470008
Woburn Studio	1	synch generic			
Woburn Studio	1	TBC - digital	For.A	FA-120	2432027
Woburn Studio	1	TBC - digital	For.A	FA-120	243355
Woburn Studio	1	TBC - digital	For.A	FA-120	2935930
Woburn Studio	1	TBC - digital	For.A	FA-210	2431206
Woburn Studio	1	tripod	Bilora	unknown	
Woburn Studio	3	tripod	QuickSet	4-73010-7A	
Woburn Studio	3	tripod	Vintek	vision 5LF	
Woburn Studio	4	tripod dollie	QuickSet	4--56030-3	
Woburn Studio	1	vectorscope			
Woburn Studio	1	video deck - 3/4 player	Sony	VO-5850	18760
Woburn Studio	1	video deck - 3/4 player	Sony	VO-9600	18477
Woburn Studio	1	video deck - 3/4 player	Sony	VO-9600	24132
Woburn Studio	1	video deck - 3/4 player	Sony	VP5000	CB033966
Woburn Studio	1	video deck - 3/4 player	Sony	VP-5000	18127

Owner	Qty.	Description	Manufacturer	Model	Serial No.
Woburn Studio	1	video deck - 3/4 player	Sony	VP-5000	22576
Woburn Studio	1	video deck - 3/4 player	Sony	VP-5000	1642
Woburn Studio	1	video deck - 3/4 player	Sony	VP-5000	16416
Woburn Studio	1	video deck - 3/4 player	Sony	VP-5000	16463
Woburn Studio	1	video deck - 3/4 player	Sony	VP-5000	18127
Woburn Studio	1	video deck - 3/4 player	Sony	VP-7000	15593
Woburn Studio	1	video deck - 3/4 player	Sony	VP-7000	12419
Woburn Studio	1	video deck - 3/4 player	Sony	VP-7020	CB364146
Woburn Studio	1	video deck - 3/4 player	Sony	VP-9000	24133
Woburn Studio	1	video deck - 3/4 player	Sony	VP-9000	75112
Woburn Studio	1	video deck - 3/4 player	Sony	VP-9600	18483
Woburn Studio	1	video deck - 3/4 recorder	Sony	VO-5800	22576
Woburn Studio	1	video deck - 3/4 recorder	Sony	VO-5850	72997
Woburn Studio	1	video deck - 3/4 recorder	Sony	VO-9800	75111
Woburn Studio	1	video deck - 3/4 recorder	Sony	VO-9800	75117
Woburn Studio	1	video deck - 3/4 recorder	Sony	VO-9850	75187
Woburn Studio	1	video deck - Hi8 recorder	Sony	EVO-9800A	
Woburn Studio	1	video deck - Hi8 recorder	Sony	EVO-9800A	
Woburn Studio	1	video deck - Hi-8 recorder	So	UVO9500A	17724
Woburn Studio	1	video deck - Hi-8 recorder	Sony	EVO 9800A	CF547489
Woburn Studio	1	video deck - SVHS recorder	JVC	BR-S800U	06316235
Woburn Studio	1	video deck - SVHS recorder	JVC	BR-S800U	06316249
Woburn Studio	1	video deck - SVHS recorder	JVC	SR-53604	17013425
Woburn Studio	1	video deck - SVHS recorder	JVC	SR-S36U	17013374
Woburn Studio	1	video deck - SVHS recorder	Misubishi	BV1000	B63500088
Woburn Studio	1	video deck - vhs recorder	Broksonic	VHSA-6741cc	163-3839191
Woburn Studio	1	video deck - VHS recorder	JVC	BR-8600U	06316239
Woburn Studio	1	video deck - VHS recorder	Panasonic	AG-1330	B1KN08374
Woburn Studio	1	video deck - VHS recorder	Panasonic	AG-1330	B1KN07849
Woburn Studio	1	video distribution amp	unknown	V-44	
Woburn Studio	1	video distribution amp	Videotak	VDA-16	
Woburn Studio	1	video monitor	JVC	TM-1315U	16207553
Woburn Studio	1	video monitor	JVC	TM-1315U	11203920
Woburn Studio	1	video monitor	JVC	TM-1315U	16207541
Woburn Studio	1	video monitor	Sony	PVM-1341	2011005
Woburn Studio	1	video monitor - 21' - Trinitron	Sony	unknown	
Woburn Studio	1	video monitor - b/w	Panasonic	TR-930B	KF2411611
Woburn Studio	1	video monitor - b/w	Panasonic	TR-930B	KF2411598
Woburn Studio	1	video monitor (CBB)	Panasonic	CT-1384VY	FJ5440161
Woburn Studio	1		Siecor		
Woburn High School	1	non-linear edit systems	Casablanca	AVIO	205466-6
Woburn High School	1	non-linear edit systems	Casablanca	AVIO	211331-1
Woburn High School	2	computer keyboard	Belkin	USB104	
Woburn High School	1	monitor	Panasonic	CT-2086Y	LB93370402
Woburn High School	1	monitor	Panasonic	CT-2086Y	LB93130899
Woburn High School	1	DV recorder	Panasonic	AG-DV2000	H9HT00133
Woburn High School	1	SVHS deck	Panasonic	PV-V4820	E0SA21312
Woburn High School	1	SVHS deck	Panasonic	PV-V4820	E0SA21316
Woburn High School	1	audio mixer	Mackie	1202-VLZPRO	BU37482
Woburn High School	1	audio mixer	Mackie	1202-VLZPRO	BU37589
Woburn High School	2	microphone	Shure	VP64A	
Woburn High School	1	audio cassette deck	Technics	RS-TR373	0C0DT96545
Woburn High School	1	audio cassette deck	Technics	RS-TR373	0C0DT96470
Woburn High School	1	5-cd changer	Technics	SL-PD8	DP0CB07585
Woburn High School	1	5-cd changer	Technics	SL-PD8	DP0CB07584
Woburn High School	1	camera - vhs	Panasonic	AG-188	E0SA10369

Owner	Qty.	Description	Manufacturer	Model	Serial No.
Woburn High School	1	headphone	Audio Technica	ATH-M3X	
Woburn High School	2	microphone holder	Shure		
Woburn High School	2	microphone stand	Atlas		
Woburn High School	1	rack	Calzone Case		
Woburn High School	1	camera - miniDV	Canon	GL-1	2060102286
Woburn High School	1	camera - miniDV	Canon	GL-1	2080200890
Woburn High School	2	camera cases	TecNec / Pelican	BPL1550B	
Woburn High School	4	miniDV camera batteries	Canon	BP-945	
Woburn High School	2	miniDV camera zoom controller	Canon	ZR-1000	
Woburn High School	2	miniDV camera filter	Tiffen	58MM SKY1A	
Woburn High School	2	cables	Panasonic	AYDVMCLA	
Woburn High School	2	tripod with head	Bogen	3046 / 3433	
Woburn High School	2	tripod bags	Bogen	3281	
Woburn High School	1	video switcher	Panasonic	WJ-MX20	9ZA00196
Woburn High School	1	monitor	Panasonic	WV-BM990	04U07742
Woburn High School	1	monitor	Panasonic	WV-BM990	04U07743
Woburn High School	1	rack	Panasonic	WV-Q29	03U00193
Woburn High School	1	micorphone	Shure	VP64A	
Woburn High School	1	monitor	Sony	PVM-8040	2030022
Woburn High School	1		Sony	MB-520	
Woburn High School	1	audio mixer	Shure	SCM410	994605468
Woburn High School	1	bnc patch panel	AV	patch panel	
Woburn High School	1		Middleatlantic	SS	
Woburn High School	1	power center	Middleatlantic	PD-915R	
Woburn High School	1		Middleatlantic	D3	
Woburn High School	1	headphone	Audio Technica	ATH-M3X	
Woburn High School	1	vhs recorder	Panasonic	AG-1980	F0TC00535
Woburn High School	1		Middleatlantic	RSH-4A3RN-C	
Woburn High School		assorted cables, wiring, and hookups			

EXHIBIT 5

FCC CUSTOMER SERVICE STANDARDS

(See following pages.)

Subpart H—General Operating Requirements

§ 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 which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Refunds—Refund checks will be issued promptly, but no later than either—

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

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

(ii) 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.

NOTE TO §76.309: Section 76.1602 contains notification requirements for cable operators with regard to operator obligations to subscribers and general information to be provided to customers regarding service. Section 76.1603 contains subscriber notification requirements governing rate and service changes. Section 76.1619 contains notification requirements for cable operators with regard to subscriber bill information and operator response procedures pertaining to bill disputes.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996; 65 FR 53615, Sept. 5, 2000; 67 FR 1650, Jan. 14, 2002]

EXHIBIT 6

FCC TECHNICAL STANDARDS

(See following pages.)

required by the Commission of the local franchiser to secure compliance with the technical standards.

(e) The provisions of paragraphs (c) and (d) of this section shall not apply to any cable television system having fewer than 1,000 subscribers: Provided, however, that any cable television system using any frequency spectrum other than that allocated to over-the-air television and FM broadcasting (as described in §73.603 and §73.210 of this chapter) is required to conduct all tests, measurements and monitoring of signal leakage that are required by this subpart. A cable television system operator complying with the monitoring, logging and the leakage repair requirements of §76.614, shall be considered to have met the requirements of this paragraph. However, the leakage log, shall be retained for five years rather than the two years prescribed in §76.614.

NOTE: Prior to requiring any additional testing pursuant to §76.601(d), the local franchising authority shall notify the cable operator who will be allowed thirty days to come into compliance with any perceived signal quality problems which need to be corrected. The Commission may request cable operators to test their systems at any time.

[57 FR 11001, Apr. 1, 1992, as amended at 57 FR 61010, Dec. 23, 1992]

§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(c)(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(c)(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]

§ 76.606 Closed captioning.

(a) As of June 30, 1992, the operator of each cable television system shall not take any action to remove or alter closed captioning data contained on line 21 of the vertical blanking interval.

(b) As of July 1, 1993, the operator of each cable television system shall deliver intact closed captioning data contained on line 21 of the vertical blanking interval, as it arrives at the headend or from another origination source, to subscriber terminals and (when so delivered to the cable system) in a format that can be recovered and displayed by decoders meeting § 15.119 of this chapter.

[57 FR 11003, Apr. 1, 1992]

§ 76.607 Resolution of complaints.

Cable system operators shall establish a process for resolving complaints from subscribers about the quality of the television signal delivered. These records shall be maintained for at least a one-year period. Aggregate data based upon these complaints shall be made available for inspection by the Commission and franchising authorities, upon request. Subscribers shall be advised, at least once each calendar year, of the procedures for resolution of complaints by the cable system operator, including the address of the responsible officer of the local franchising authority.

NOTE: Prior to being referred to the Commission, complaints from subscribers about the quality of the television signal delivered must be referred to the local franchising authority and the cable system operator.

[57 FR 61011, Dec. 23, 1992]

§ 76.609 Measurements.

(a) Measurements made to demonstrate conformity with the performance requirements set forth in §§ 76.601 and 76.605 shall be made under conditions which reflect system performance during normal operations, including the effect of any microwave relay operated in the Cable Television Relay (CARS) Service intervening between pickup antenna and the cable distribution network. Amplifiers shall be operated at normal gains, either by the insertion of appropriate signals or by manual adjustment. Special signals inserted in a cable television channel for measurement purposes should be operated at levels approximating those used for normal operation. Pilot tones, auxiliary or substitute signals, and nontelevision signals normally carried on the cable television system should be operated at normal levels to the extent possible. Some exemplary, but not mandatory, measurement procedures are set forth in this section.

(b) When it may be necessary to remove the television signal normally carried on a cable television channel in order to facilitate a performance measurement, it will be permissible to disconnect the antenna which serves the channel under measurement and to substitute therefor a matching resistance termination. Other antennas and inputs should remain connected and normal signal levels should be maintained on other channels.

(c) As may be necessary to ensure satisfactory service to a subscriber, the Commission may require additional tests to demonstrate system performance or may specify the use of different test procedures.

(d) The frequency response of a cable television channel may be determined by one of the following methods, as appropriate:

(1) By using a swept frequency or a manually variable signal generator at the sending end and a calibrated attenuator and frequency-selective voltmeter at the subscriber terminal; or

(2) By using either a multiburst generator or vertical interval test signals and either a modulator or processor at the sending end, and by using either a demodulator and either an oscilloscope

EXHIBIT 7

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE
Section 10.01: Billing Practices Notice
Section 10.02: Services, Rates and Charges Notice
Section 10.03: Form of Bill
Section 10.04: Advance Billing and Issuance of Bills
Section 10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service
Section 10.06: Charges for Disconnection or Downgrading of Service
Section 10.07: Billing Disputes
Section 10.08: Security Deposits

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.

REGULATORY AUTHORITY
207 CMR 10.00: 47 U.S.C. § 552, M.G.L. c. 166A, §§ 2A, 3, 5(1), 10, 16 and 17.