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TOWN OF GREAT BARRINGTON

COMMONWEALTH OF MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

ISSUED TO

CENTURY BERKSHIRE CABLE CORP.

2/21/03

TOWN OF GREAT BARRINGTON
COMMONWEALTH OF MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

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ARTICLE 1

DEFINITIONS

Section 1.1 DEFINITIONS

For the purpose of this 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.

Access Corporation: The non-profit corporation known as community Television for Southern Berkshires Inc., or a successor agency, designated by the Issuing Authority to manage and operate public, educational and municipal access in the Town in accordance with this Agreement and 47 U.S.C. 531.

Cable Communication Policy Act of 1984 ("Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521-559, as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385 and as amended by the Telecommunications Act of 1996, Pub. L. No.104-104. 110 Stat. 56 (1996) all amending the Communications Act of 1934.

Cable Television System or Cable System: The Cable Television System owned, constructed, installed, operated and maintained in the Town for the provision of cable television services within said Town, in accordance with the terms and conditions in this License.

Channel: Channel means a 6 Megahertz (6MHz) frequency band which is able of carrying one standard television signal, or a number of digital, audio or other non-video signals, or some combination of such signals.

Department: The Massachusetts Department of Telecommunications and Energy or "DTE".

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized location within the System.

Educational Access: Any channel or time thereon which has been allocated for non-commercial educational use in accordance with this Agreement and 47 U.S.C. 531.

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

Governmental Access: Any channel or time thereon which has been allocated for use by the Town, the Issuing Authority or municipal agencies in accordance with this Agreement and 47 U.S.C. 531.

Gross Annual Revenues: Any and all revenues received by the Licensee from the provision of cable service to Subscribers over the cable television system and revenues received from the provision of Cable Modem Services~~;~~ unless and until a court of competent jurisdiction or a regulatory body of appropriate jurisdiction makes a ruling that such service is not legally deemed to constitute a cable service within the Town provided, however, that Gross Annual Revenues shall not include any taxes on services furnished by the Licensee imposed directly or indirectly on any subscriber by any state, Town or other governmental unit or third party and collected by the Licensee on behalf of such entity; and, provided further, that Gross Annual Revenues shall not include adjustments to cash receipts and non-operating cash receipts such as bad debts, refunds, credit adjustments, returned checks and sales of assets.

Issuing Authority: The Board of Selectmen of the town of Great Barrington, Massachusetts.

Leased Channel or Leased Access: Any channel available for lease for programming by persons other than Licensee in accordance with 47 U.S.C. 532.

Licensee: Century Berkshire Cable Corp., a wholly owned subsidiary of Adelphia Communications Corp. or any successor or transferee in accordance with the terms and conditions in this License.

Pay Cable or Premium Services: Programming delivered for a fee or charge to subscribers on a per-channel basis.

Pay-Per-View: Programming delivered for a fee or charge to subscribers on a per-program basis.

Programming: Programming generally considered comparable to programming provided by television broadcast stations which is carried over the Cable Television System.

Public Access: The availability for non-commercial use by any resident of, or any organization based in or serving the Town, of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in this License and in accordance with 47 U.S.C. 531.

Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, and public grounds and all other publicly owned real property or real property rights under the jurisdiction of the Town within or belonging to the Town, or over which the Town has an easement or right-of-way, or easements or rights of way within the Town which have been dedicated for compatible uses in accordance with 47 U.S.C. 541 (a)(2), or to which the Town has rights compatible with the installation of cable and ancillary equipment pursuant to this License, now or hereafter existing. Reference herein to "Public Way" or "Street" is not to be construed to be a representation or guarantee by the Town that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those possessed by the Town.

Standard Cable Installation: An aerial connection consisting of fiber and/or coaxial cable between the Trunk, Feeder Line and Distribution System and a residential Outlet located within Two Hundred Feet (200') of the existing System's Trunk, Feeder Line and Distribution System, and which does not require design changes or additional equipment (including but not limited to amplifiers or plant extensions) to provide acceptable Signal quality into the residence.

Subscriber: Any person, firm, corporation or other entity who or which elects to subscribe to, and is authorized to receive, for any purposes, Licensee's Cable Service provided by the Licensee by means of, or in connection with, the Cable Television System.

Town: The town of Great Barrington

Upstream Channel: A channel within the Cable System over which signals travel to the headend from remote points of origination.

VCR: Video Cassette Recorder or other similar existing or future technology with equivalent or superior record and/or playback capability.

ARTICLE 2

GRANT AND TERM OF LICENSE

Section 2.1 GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Act, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Great Barrington acting as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the municipal boundaries of the Town.

Section 2.2 RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable Television System in, under, over, along, across or upon the public streets, lanes, avenues, alleys, sidewalks, bridges, highways and other Public Ways or places in the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, or which the Licensee may use pursuant to 47 U.S.C. 541(a)(2), for the purpose of Cable Television System reception, transmission, collection, amplification, origination, distribution, or redistribution of audio, video, text, data or other signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town. In exercising rights pursuant to this License, Licensee shall not endanger or interfere with the lives of persons, interfere with any installations of the Town, any public utility serving the Town, nor unnecessarily hinder or obstruct the free use of public ways and places.

Section 2.3 APPLICABLE LAW

This License is granted under and in compliance with Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance with all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), and all other state and federal rules and regulations. This License is subject to all rules and regulations of the Massachusetts Department of Telecommunications and Energy.

Section 2.4 TERM OF LICENSE

This License shall commence upon _____ and shall terminate ten years from such effective date, provided Licensee satisfies its obligations under Section 3.1 within three years after the

effective date of this License to complete upgrade of its Cable System in the Town to a minimum bandwidth of 860 Mhz including digital capacity with return capability for delivery of a combination of digital and analog services. If Licensee does not satisfy those obligations within three years of the effective date of this License then this Agreement shall terminate five years from such effective date."

Section 2.5 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by M.G.L. c. 166A, sec. 7, this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such Licensee to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application therefore as provided by the Department and on forms prescribed by the Department. All of which shall be consistent with the transfer requirements of the Cable Act and FCC regulations. The application for transfer consent shall be signed by the Licensee and by the proposed transferee or assignee, or by their authorized representatives**.** A mortgage or other grant of a security interest in this License to a banking or other financial institution, or a pledge or grant of other security interest in the stock of Licensee to a banking or other financial institution, shall not be a transfer requiring consent of the Issuing Authority. Should such mortgagee or other holder of a security interest or pledgee assume control of the cable system, such Issuing Authority consent shall be required in accordance with applicable law.

(b) No transfer, sale or assignment will be deemed to have taken place if such sale, assignment or transfer is to an entity under common control with Licensee**.** In the event that Licensee deems a transfer to be internal in nature, not subject to applicable transfer law, and not described within the preceding sentence it may seek an advisory opinion from the Department requesting such interpretation and shall give written notice to the Issuing Authority of any such request.

(c) In considering a request to transfer control of this License, the Issuing Authority may consider, subject to State law, such factors as the transferee's financial qualifications, management and technical expertise, character qualifications, experience in the cable industry, performance in other

communities and any other reasonable criteria allowable under applicable federal law, and request such reasonable information as allowable under applicable federal law.

(d) For purposes of this section, the word “control” shall be consistent with the definition of such term found in 207 CMR 4.03.

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

(f) 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 2.5.

(g) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and Form 100 requesting such transfer or assignment consent.

(h) Any proposed controlling or owning person or transferee approved by the Town shall be subject to all of the terms and conditions contained in this License.

(i) Any transfer of the Cable System without complying with this Section 2.5 above shall be null and void, and shall be deemed a material breach of this License.

(j) If the Issuing Authority lawfully denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this License subject to the procedures set forth in Section 7.

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

(l) Licensee shall reimburse $1,000.00 of reasonable administrative costs incurred by the Issuing Authority in connection with license transfer proceedings.

Section 2.6 NON-EXCLUSIVITY OF GRANT

This License shall not affect the right of the Issuing Authority to grant to any other person, company or other entity a license or right to occupy or use the streets, or portions thereof, for the

construction, installation, operation or maintenance of a Cable Television System within the Town or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The issuance of any additional license shall be on the same or comparable terms and conditions contained in this License agreement, and such terms shall be no more favorable or less burdensome to any such additional licensee then the terms of this License Agreement.

Section 2.7 POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and by-laws necessary to the safety and welfare of the public. Licensee shall comply with all applicable laws and by-laws enacted by the Town pursuant to any such police powers provided that such laws or by-laws are of general applicability.

Section 2.8 REMOVAL OR ABANDONMENT

Pursuant to M.G.L. ch. 166A, s. 5(f), upon termination of this License by passage of time or otherwise, and unless Licensee renews its license for another term or Licensee transfers its license to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances, but, at the discretion of the Issuing Authority, not its underground cable and/or conduit, from the public ways and places and shall diligently restore all areas to the condition they were in immediately preceding removal, unless pursuant to Section 29 of this license, the Issuing Authority effects a transfer of the property. If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned, and the Issuing Authority may dispose of the same in any way or manner it deems appropriate without liability of any type or nature to the Licensee.

Section 2.9 PROCEEDINGS UPON EXPIRATION OR REVOCATION OF LICENSE

In the event that this License is revoked or that it expires without further renewal, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, 47 U.S.C. 547, by transferring the cable system to the Town or a subsequent licensee pursuant to said Section 627.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 RESIDENTIAL CABLE SYSTEM

Within 30 months of the effective date of this License, Licensee will complete upgrade of its Cable System in the Town to a minimum bandwidth of 860 MHz including digital capacity with return capability for delivery of a combination of analog and digital services. Licensee shall upgrade the system using a combination of coaxial and fiber optic cable and in a manner which will ensure that the system will be flexible and adaptable to future technological development. Licensee may modify the design of the system and its use of transmission technology as the upgrade progresses. Within 6 months of the completion of the system upgrade referenced above, Licensee will offer high-speed bi-directional Internet Access Service on the Residential System.

Licensee's performance of its obligation to begin and complete such system upgrade will be extended or modified as necessary to secure any permits, approvals, licenses or permission or to perform required make ready work ("permits") in the event of any delay in obtaining such permits resulting from the failure or delay by the Town, any other regulatory authority, any railroad or common carrier, any electric utility, or any telecommunications carrier or local exchange carrier to issue such permits upon a timely request submitted by Licensee or it contractor representative accompanied by the tender of any required permit fee.

Section 3.2 SERVICE AREA

Licensee must make its Cable System available to residential dwelling units in all areas of the Town to include all homes served by authorized electric service and phone service on all Town approved streets and ways subject to Sections 2.2 and 3.4 of this Renewal License.

Section 3.3 MAPS

The Licensee shall make available to the Town accurate strand maps of all existing trunk and feeder installations not later than sixty (60) days after the effective date of this License. Thereafter, upon request, the Licensee shall make available to the Issuing Authority for inspection accurate strand maps of

all existing and newly constructed Cable System plant. The Town agrees to maintain the confidential nature of such maps.

Section 3.4 SERVICE TO RESIDENTIAL DWELLINGS

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the Service Area in the Town in accordance with Section 3. 2. Licensee shall install cable service to any residential dwelling passed by cable within fourteen (14) days of a request for installation by the resident in such a residential dwelling. Installation costs shall be non-discriminatory except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within 200 aerial feet of the cable plant shall be entitled to a standard installation rate, and any footage thereafter shall be charged to the subscriber on a cost of labor and materials basis except, however, in the event that boring or trenching through road, rock, sidewalk, driveway or terraced yards is necessary, Licensee may charge for the costs of labor and material associated with said work. When Licensee has forty-five (45) day prior notice concerning the opening of residential subdivision trenching, or of the standard 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.

Section 3.5 REMOTE ORIGINATION POINTS

Licensee shall continue to provide and maintain the drops to the origination points at the locations set forth in Schedule A, in order that upstream transmission can emanate from said origination points identified in an attached Schedule identifying such remote origination points.

Section 3.6 SERVICE TO BUILDINGS OTHER THAN PUBLIC SCHOOLS

Licensee shall provide, free of charge, an activated outlet of non-premium cable service to all public libraries, police and fire stations and other public or non-profit locations designated in writing by the Issuing Authority, however, said non-profit locations shall only include points of origination designated pursuant to Section 3.5. The Issuing Authority may request up to a maximum of five (5) such outlets, which Licensee will install at its own cost within sixty (60) days of said request.

Section 3.7 SERVICE TO PUBLIC SCHOOLS

(a) The Licensee shall install a cable drop and outlet at no cost to all public schools within the Town. Licensee shall install additional cable television outlets in the public schools on an as needed basis as mutually agreed upon with the Issuing Authority. The Licensee shall discuss the location of each connection with the proper officials of the public schools prior to the installation of said service.

(b) Licensee shall provide its full cooperation and free technical advice should the School Department undertake to accelerate, at its own cost, the wiring of additional public classrooms for cable service. The School Department shall insure that such wiring conforms to Licensee's technical standards and shall not result in signal leakage beyond acceptable FCC standards.

Section 3.8 EMERGENCY AUDIO ALERT

The Licensee shall provide an Emergency Alert System ("EAS") in accordance with the implementation schedule establish by the FCC. The Town will access the EAS from remote locations in order to provide emergency messages on all channels provided by the Cable System. The Town may activate the EAS only in accordance with federal law and this License and only in response to a local emergency, as defined by State Law. Federally mandated testing and activation of the EAS shall take precedence over the Town's activation of the EAS. The Town shall indemnify and hold the Licensee harmless for any acts of the Town in connection with the Town's use of said emergency audio override.

Section 3.9 STAND-BY POWER

The Licensee shall maintain twenty-four hour, standby power at the Headend Facilities and any sub-headends. Such stand-by power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, shall become activated automatically upon the failure of normal power supply.

Section 3.10 TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property, except for public ways, shall be done except upon a permit in writing from the Town Tree Warden or other appropriate municipal officials or in accordance

with the applicable regulations or requirements of the Town. Licensee shall make reasonable efforts to secure the permission of the property owner prior to reasonable tree trimming.

Section 3.11 UNDERGROUND WIRING OF UTILITIES

Upon receiving due notice of the installation of telephone, electric and all other utility lines underground, the Licensee shall likewise place its facilities underground. Underground cable lines shall be placed according to any Public Works, Highway Department or other Town by-law or regulation and in accordance with applicable state law. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles, however, said undergrounding shall be required as required of other utilities. When possible, Licensee shall be able to use the underground conduit maintained by the Town provided that such use is i) found by the Selectmen to be reasonable, ii) at the sole cost and expense of the Licensee and iii) does not interfere with the Town's use or anticipated use of said conduit(s). Any such use by the Licensee shall be subject to the advance notification and approval of the Town and the right of the Town to supervise any such use. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program.

Section 3.12 PEDESTALS AND VAULTS

In any cases in which vaults or control boxes housing passive or active devices are to be utilized in the Town public ways or within the Town public lay-out, such equipment shall be placed in a low-profile, above-ground electronic control box in accordance with applicable regulations and at Town approved locations to be determined when Licensee applies for permits, which shall not be unreasonably denied. All such equipment shall be shown on the maps submitted to the Town in accordance with Section 3.3 herein.

Section 3.13 RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored in as good condition as before entry but to such standards required of utilities operating within the Town and as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the required restoration and the time for performance. Upon failure of the Licensee to comply with the time specified, the Town may make or contract for restoration and repairs and

the reasonable and itemized expenses of such work shall be paid by the Licensee upon demand by the Town. Any damages to private property shall be determined in accordance with M.G.L. ch. 166A, Section 22 and applicable law.

Section 3.14 COOPERATION WITH BUILDING MOVERS

The Licensee shall, on the request of any person holding an appropriate permit issued by the Town temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be paid in accordance with law. The Licensee shall be given at least seven (7) days advance notice of any such move, except in emergencies.

Section 3.15 RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reasons which are within the Town's police power, such as public safety, street construction, change or establishment of street grade or layout, installation of sewers, drains, water pipes, power or signal lines, setting of new or replacement utility poles and the construction of any public improvement or structure. In this respect, the Licensee shall be treated on par with any affected utilities.

Section 3.16 TOWN USE OF LICENSEE POLES AND CONDUIT

The Town shall have the right to attach to any pole erected by Licensee and to place in any of Licensee's conduits, its own cable and equipment to be used for fire, police and other governmental communications purposes where space permits, excluding the commercial use of providing services competing with Licensee's services. All such placements by the Town shall conform with all applicable rules and regulations. The costs for such placements by the Town shall be borne by the Town and cause no additional expense to Licensee. Such placements by the Town shall not interfere with the routine operation by the Licensee of its Cable Television System. The Licensee shall notify the Town of any plans for installation of conduit and cooperate with the Town as to its type and location so as to best enable the Town to use it, again provided there is no additional expense to Licensee. If Licensee removes its installation from conduits where municipal equipment or cable is present, it shall provide notice beforehand to the Town. Licensee shall be held harmless from any resulting damages from its non-negligent removal of its own installations.

Section 3.17 RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

Section 3.18 SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, Licensee shall use reasonable efforts to interrupt service for the purpose of system construction, routine repairing or testing the Cable System only during periods of minimum use.

Section 3.19 COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service available to any commercial establishments in the Town upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and service in accordance with applicable law. It is herein acknowledged that certain programming service may not be available to commercial establishments pursuant to applicable law or the Licensee's agreements with its program suppliers.

Section 3.20 RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee shall have the right upon reasonable notice during normal business hours to inspect all construction performed subject to the provisions of this License and to make such tests during normal business hours, as it shall deem necessary to ensure compliance with the terms and conditions of this License and applicable law. Any such inspection(s) shall not interfere with the Licensee's operations, except in emergency situations. The Town shall give reasonable prior notice of any inspection to the Licensee, and Licensee shall have the right to accompany the Town's inspectors.

Section 3.21 UPGRADE, TECHNICAL AND MAINTENANCE STANDARDS

(a) The Licensee shall upgrade and operate a Cable Television System and render efficient service to subscribers consistent with the following laws and regulations during the term of this License. The construction, maintenance and operation of the Cable Television System for which this License is granted shall be in conformance with the applicable provisions of the National Electrical Code (Article 820), the Massachusetts Electrical Code, the National Electrical Safety Code, the NCTA Safety Manual, the National Television Standards Code and the applicable rules and regulations of the Occupational Safety and Health

Administration (OSHA), the Massachusetts DTE, Department of Public Utilities and the FCC and all Town building and zoning codes and all land use restrictions. All FCC regulations concerning technical standards are incorporated as independent standards of this License as well, including but not limited to 47 CFR 76.601 sub-part K, et seq. Copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted forthwith, upon request, to the Issuing Authority. The Licensee's Cable Television System shall be designed, constructed and operated to incorporate the most technically advanced design configuration and operation. If, as a result of technological developments, the Licensee's Cable Television System in Great Barrington could be greatly enhanced, the Licensee shall investigate the feasibility of implementing such new developments and shall implement such technological developments if such implementation (i) can be done without adding a financial burden to Subscribers and (ii) is technically and economically feasible and viable for the Licensee, at its sole discretion. In determining whether or not the Licensee shall implement such new developments, the Licensee may consider, among other factors, the remaining term of this Renewal License; performance demonstrating the operational feasibility of the new developments; construction and other related costs; the adaptability of such developments to the Licensee's Cable Television System or any part thereof; and the potential marketability of the new services and other factors affecting the economic feasibility and viability of implementation of the new developments.

(b) "Licensee, when possible, shall take appropriate measures to minimize audio variations within its control between channels in the cable systems" to the extent such variations are covered in FCC Technical Standards 76.605.

(c) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

Section 3.22 MAINTENANCE LOG

Licensee shall maintain an annual log or computerized listing, showing the date, approximate time and duration, type and probable cause of all Cable Television System outages, whole or partial, due to causes other than routine testing or maintenance. All entries in such log or computerized listing, shall be retained by Licensee for two (2) additional years and shall be subject to inspection and copying in

accordance with federal and state privacy laws, rules and regulations by the Issuing Authority or its designee during Licensee's regular business hours upon reasonable request, following reasonable notice.

Section 3.23 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the exercise of police powers of the Issuing Authority or any public safety or other designated public official, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right, within its police power, to do so at the sole cost and expense of Licensee. In such case, the Town shall notify Licensee of the cables which have been cut or removed.

Section 3.24 PRIVATE PROPERTY

Licensee shall be subject to all generally applicable laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town including, but not limited to, M.G.L. ch .166A, Section 22. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense. The installation and operation of Licensee's cable plant shall not create any disturbance of or nuisance to private property in the Town.

Section 3.25 QUALIFICATIONS OF CONSTRUCTION PERSONNEL

Licensee shall, if requested by the Issuing Authority provide the Issuing Authority with the names and addresses of any construction companies, or if operating as individuals, the names and addresses of such individuals, who will contract or sub-contract with the Licensee to perform construction obligations of the Licensee under this License. Furthermore, Licensee shall, upon request of the Issuing authority, furnish the names, addresses and telephone numbers of persons who can serve as references for such construction contractors and sub-contractors.

ARTICLE 4

RATES AND PROGRAMMING

Section 4.1 BASIC SERVICE

The Licensee shall provide Cable Service which shall include at least area (DMA) broadcast television signals which it carries within the Town and the downstream channels, for public, educational and municipal access use.

Section 4.2 PROGRAMMING

Licensee has offered and shall provide the following cable services:

(1) All broadcast stations required to be carried by federal law;

(2) All public, educational and governmental access channels required by Article 5 of this Agreement;

(3) The broad categories of programming services as required by the Cable Act.

Section 4.3 LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532(b)(iii)(B), Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee.

Section 4.4 STEREO TV TRANSMISSIONS

All TV signals that are received by Licensee in stereo shall be transmitted to Subscriber homes in stereo.

Section 4.5 CHANNEL LINE-UP; ELECTRONIC PROGRAM GUIDE

In accordance with applicable federal law, Licensee shall notify the Issuing Authority and the subscribers, in advance, each time its channel line-up changes including all channel reassignments,

additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If notice cannot be given in advance, then it shall be given within thirty (30) days of such changes.

Section 4.6 REMOTE CONTROL DEVICES; CONVERTERS

Licensee shall allow Subscribers to purchase from parties other than the Licensee and to utilize remote control devices which are compatible with the converter installed by Licensee.

Section 4.7 REBATES

In accordance with 207 CMR 10.09, Licensee shall grant a pro rata credit or rebate to any subscriber whose entire cable service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the subscriber and the Licensee knew or should have known of the service interruption. If an entire tier or premium service of a subscriber's cable service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro rata credit or rebate for each tier or premium service interruption as provided in 207 CMR 10.09(1).

ARTICLE 5

LOCAL ACCESS PROGRAMMING

ARTICLE 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 5.1---**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS (PEG)**

(a) The Issuing Authority shall authorize an Access Corporation to provide services to Public Educational and Governmental Access Users as follows:

(1) Schedule, operate and program the PEG Channels;

(2) Manage the annual funding;

(3) Purchase and/or lease equipment, with the funds allocated for such purposes in;

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

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

(6) Provide publicity, outreach, referral and other support services to PEG Users; and

(7) Accomplish such other tasks relating to the operation, scheduling and/or management of Channels, facilities and equipment as appropriate and necessary.

Section 5.2 PUBLIC ACCESS TO THE CABLE SYSTEM

No later than six (6) weeks after completion of the upgrade of the cable system described in Article 3 Section 3.1 of this renewal license, the licensee will make available to the Town, two (2) six Megahertz (6 MHz) channels for PEG Access purposes. These two channels will be included in the Licensee's lowest service tier. The above-mentioned two (2) channels will be in addition to the one (1) channel that is currently programmed.

Any resident of the Town, or any organization based in or servicing the Town, shall have the right to place programming on the Access Channel(s) described in the Access Corporation Agreement, and shall have access to access facilities and equipment, and to access training, subject to rules established pursuant to the Access Corporation Agreement. The parties recognize that said access channel facilities, equipment and training shall be available on a shared basis to the Towns of Lee, Lenox, Stockbridge and Great Barrington pursuant to their respective Licenses.

Section 5.3 GOVERMENT ACCESS TO THE CABLE SYSTEM

Any access channel(s) provided herein shall be available to the Issuing Authority, for the purposes of non-commercial municipal access television programming in accordance with 47 U.S.C. 531. Such channel may be used by government departments and agencies to inform Subscribers about Town government and services. Government access programming shall be coordinated and managed by the Access Corporation, unless the Town decides to operate government access under a government department.

Section 5.4 EDUCATIONAL ACCESS

Any access channel(s) provided herein shall be available to the School Department for the Town for the purposes of non-commercial educational access television programming in accordance with 47

U.S.C. 531. Educational access programming shall be coordinated and managed by the Access Corporation in cooperation with the School Department.

Section 5.5 UPSTREAM CAPACITY

Licensee shall dedicate one channel with upstream capability for public, educational and government access, to be administered by the Access Corporation until the upgrade detailed in Section 3.1 is complete. Two (2) additional channels (education, government) with upstream capability will be available to the Access Corporation for PEG use. Subject to the regulation of the Issuing Authority.

Section 5.6---PEG ACCESS CHANNELS

(a) No later than the Execution Date of this Renewal License, the Licensee shall continue to make available to the Town and/or the Access Corporation one (1) six Megahertz (6 MHz) channel for PEG Access purposes. The Issuing Authority may, in its discretion, delegate responsibility to the Access Corporation for the control and management of the Access Channel. The Issuing Authority shall notify Licensee of such delegation in writing at least 30 days after the effective date of said delegation. Said Channel shall be included in the Licensee's Basic Service.

(b) No later than the Execution Date of this Renewal License, in order that the Town or the Access Corporation can continue to transmit its programming from its studio and/or other remote locations, identified in ***Exhibit*** A attached hereto, to Subscribers on a live basis, the Licensee shall make one (1) 6 MHz Upstream Channel available to the Town and/or the Access Corporation, without charge(s).

(c) The Licensee shall not move or otherwise relocate the channel location of the 6 MHz PEG Access Channel, once established, without the advance, written notice to the Issuing Authority and the Access Corporation**.**

Section 5.7---ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide an annual payment to the Town or the Access Corporation, for PEG Access purposes, equal to four percent (4%) of the Licensee's Gross Annual Revenues. The Issuing Authority may, in its discretion, delegate the responsibility to the Access Corporation for receipt of said

annual payment. The Issuing Authority may, in its discretion, delegate responsibility to the Access Corporation for the control and management of the Access Channel. The Issuing Authority shall notify Licensee of such delegation in writing at least 30 days after the effective date of said delegation. Said annual payments shall be used for salary, operating and other related expenses connected with PEG Access programming and operations.

(b) Said annual four percent (4%) PEG Access payment shall be made to the Town or the Access Corporation on an annual basis, on or before March 15, of each year.

(c) In addition to the foregoing payment, Licensee shall, annually on or before September 1, make a payment to the Town or Access Corporation up to and not to exceed .5% (one-half of one percent) of its annual Gross Revenues earned in the Town of Great Barrington based on the prior calendar year to match any charitable contribution or program underwriting, which the Access Corporation obtains from sources other than the Licensee, excluding interest, Licensee support, rental income, expense reimbursement and any other income sources which are not related to charitable contributions and/or program underwriting.

(d). In no event shall the total PEG operating support, including but not limited to the obligations enumerated in Sections 5.7(b), 5.7(c), and the license fee in Section 7.8, exceed five percent (5%) of Licensee's Gross Annual Revenues.

Section 5.8---**PEG ACCESS CAPITAL FUNDING**

(a) Issuing Authority may, in its discretion, delegate the responsibility to the Access Corporation for receipt and usage of a capital facilities payment. The Issuing Authority shall notify Licensee of such delegation in writing at least 30 days after the effective date of such delegation. The Licensee shall provide a combined total of $50,000 (fifty thousand) in capital/facilities payments to the four Towns (Lee, Lenox, Stockbridge, Great Barrington) or the Access Corporation, as designated by the Issuing Authority in writing to the Licensee in writing at least ninety (90) days prior to such payment date, the total capital/facilities payment will be made in 1 annual payment, starting 90 days after the execution of this license.

(b) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Town and/or the Access

Corporation from the date due at four percent (4%) above the Prime Rate.

(c) In no case shall said $50,000 in capital funding be counted against or include (i) the four percent (4%) PEG Access funding pursuant to Section 5.7a above; and/or the matching funding pursuant to Section 5.7~~a~~ c above.

Section 5.9---**EQUIPMENT OWNERSHIP**

The Issuing Authority may, in its discretion, delegate responsibility to the Access Corporation for the control and management of the Access Channel. The Issuing Authority shall notify Licensee of such delegation in writing at least 30 days after the effective date of said delegation. The Town, or the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 5.8 supra. The Licensee shall have no obligation to maintain or insure any such PEG Access equipment. The return origination points will be RF pipelines that will run from remote sites designated in the attachments to the PEG access studio. The PEG Access Corporation will maintain the modulators needed to use this RF pipeline. The Licensee will provide a single connection point that the PEG personnel will be able to plug into at the remote site and a single connection at the studio. There will be a maximum of 3 upstream channels available at any one time. The channels used for upstream will be designated by the Company.

Section 5.10---**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 Issuing Authority and/or the Access Corporation may have for additional sums including interest payable under this Section 5. The Issuing Authority and/or an independent certified public accountant hired by the Issuing Authority shall have the right to inspect records necessary to verify Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged at the Prime Rate from the date that the Licensee is notified that such additional amount is owed.

Section 5.12---**PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for Signal technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels**.** The Town or the Access Corporation shall be responsible for the picture quality of PEG Access Programming.

Section 5.13---**CENSORSHIP**

Neither the Issuing Authority, the Licensee or the Access Corporation shall engage in any program censorship or any other control of the content of PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 5.14---**PEG ACCESS PROGRAMMING COSTS**

(a) There shall be no direct charges to the Town, the Access Corporation or PEG Access Users by the Licensee for use of the PEG Access facilities required herein,

provided, however**,** that the Licensee may externalize, line-item and/or otherwise pass-through such PEG Access annual funding costs to Subscribers strictly in compliance with said laws and/or regulations.

(b) Upon request**,** the Licensee shall provide the Town with appropriate FCC forms in accordance with applicable FCC regulations showing any such externalized, line-itemed and/or passed-through such PEG Access costs.

ARTICLE 6

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 BUSINESS OFFICE

Licensee shall maintain and operate a local business office for general purposes including accepting payments, and receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The business office shall have a publicly listed local or toll free telephone number and shall be open for both telephone and walk-in business Monday through Friday, except that on one regularly scheduled night per week the office shall, if there is demonstrated need, be open extended hours.

Section 6.2 TELEPHONE ACCESS

(a) Trained customer service representatives will be available to respond to customer telephone inquiries during regular business hours. Such representatives will be trained to help subscribers troubleshoot basic problems including VCR/cable compatibility problems.

(b) Licensee shall comply with FCC Customer Service Standards for telephone access and response time.

Section 6.3 INSTALLATION AND SERVICE CALLS AND COMPLAINTS

(a) Licensee shall comply with FCC Customer Service Standards specifying installation and service call requirements

Section 6.4 COMPLAINT RESOLUTION PROCEDURES

(a) In compliance with applicable law(s), the Licensee shall establish a procedure for resolution of billing and privacy disputes and complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers, and the Issuing Authority. The Licensee shall also have periodic insertions in its subscribers' bills that inform subscribers of such complaint procedures.

(b) The Licensee shall, periodically at a minimum of every three years beginning with the year of execution of this Renewal License, send customer survey forms to all subscribers in Adelphia's South Berkshire servicing area. Licensee, upon request will make survey results available (in aggregate form) to the Issuing Authority or it designee. Survey forms may include customer opinions regarding timeliness of installations and repairs, frequency of repeat repairs, billing issues, programming satisfaction and any other

issues which may be of local interest at any given time. In addition to the above-mentioned surveys, Licensee will, periodically but not less than once per year display on a frequently observed channel (such as the "programming guide channel"), "survey" language of a type that polls subscribers with regard to their programming selections. Results of this polling will be provided in writing to the Issuing Authority upon request. The Licensee shall promptly respond to all subscriber complaints, but in any event within forty-eight (48) hours of receipt of any such complaints.

(c) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by subscribers arising from the operations of the Licensee, provided said subscribers make a good faith effort to comply with the Licensee's procedures specified in paragraphs (a) above for the resolution of complaints.

(d) In the event that the Issuing Authority finds a pattern of multiple unresolved subscriber complaints, the Issuing Authority may request appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

(e) For purposes of this Section a "Complaint" shall be any customer inquiry regarding picture quality or other technical matters, billing inquires or service requests which are not resolved by Licensee in the initial contact with the Subscriber.

Section 6.5 MINIMUM SUBSCRIBER INFORMATION

Licensee will provide all prospective subscribers with complete, clear and concise written information prior to or at the time of initial installation of cable service. Such materials shall clearly disclose the price and other information concerning Licensee's lowest cost service. Such information shall include but not be limited to the following:

(a) All services, rates and charges, including but not limited to deposits, if applicable, installation costs, service upgrade, and relocation of cable outlet charges.

(b) Complete written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning the availability of special equipment such as A/B switches and parental control devices.

(d) Written information concerning the Licensee's privacy policies, pursuant to state and federal law.

(e) Written information concerning steps to take in the event of loss of service.

Section 6.6 VCR COMPATIBILITY; A/B SWITCH

(a) In order to assist subscribers who own "cable-ready" VCRs to interconnect such VCRs with their "cable-ready" television sets, and to assist subscribers in the interconnection of non-cable-ready VCRs and television sets, Licensee shall provide assistance to said subscribers concerning same. Upon request, Licensee shall provide one (1) "A/B switch" and a splitter to each such subscriber, at cost, to facilitate such interconnection. Licensee shall notify subscribers about the availability of such "A/B" switch on an annual basis.

(b) 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.

Section 6.7 PARENTAL CONTROL CAPABILITY

The Licensee shall provide Subscribers, upon request, with the capability to control the reception of any channels on the Cable Television System, by means of a mechanical or electronic "Lock" in the set top converter or similar device.

Section 6.8 BILLING AND TERMINATION PROCEDURES

Licensee will comply with the consumer protection regulations of the Department, 207 CMR 10.00 et seq., as in effect as of the execution of this License.

Section 6.9 ADVANCE BILLING

Subscribers shall not be billed in advance by more than a one month period except in seasonal situations where a greater period of advance billing is approved by the Department.

Section 6.10 PROTECTION OF SUBSCRIBER PRIVACY

(a) Licensee will comply with all privacy provisions of applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code, Section 2520.

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

(b) At the time of entering into an agreement to provide Cable Service to a subscriber and at least once a year thereafter, the Licensee shall provide all subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

(c) In accordance with Section 631 of the Cable Act, Licensee and its agents or employees shall not, without giving subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the Subscriber by name and address and Licensee shall abide by this request.

Section 6.11 POLLING BY CABLE

No polling by cable or other upstream response of a subscriber or user shall be conducted or obtained unless the program of which the poll or upstream response is a part shall contain a conspicuous and explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has a non-commercial, informational, educational function which is self-evident, Licensee or its agents shall release the results of poll or upstream responses only in the aggregate and without individual references.

Section 6.12 INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

In accordance with Section 631 of the Cable Act, Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber except as permitted by law.

Section 6.13 SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

In accordance with Section 631 of the Cable Act:

(a) Licensee shall make available for inspection by a subscriber during regular business hours at its business office all personal subscriber information that Licensee maintains regarding said Subscriber.

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

(c) A Subscriber may challenge the accuracy , completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquires about the handling of Subscriber information, shall be directed to Licensee's General Manager. A Subscriber shall be provided reasonable opportunity to correct any error in such information.

Section 6.14 MONITORING

Neither Licensee or its agents nor the Town or its agents shall tap or 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, with the exception of technical tests, without the prior written authorization of the affected subscriber or commercial user; provided, however, that Licensee may conduct systemwide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view or other service-related activities. Licensee shall report to the affected parties and all appropriate authorities any instances of unauthorized monitoring or, monitoring or tapping of municipal data transmission, the Cable Television System, or any part thereof, of which it has knowledge. Licensee shall not record or retain any information transmitted between a Subscriber or commercial user and any third party, except as required for lawful business purposes. 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.

Section 6.15 EMPLOYEE IDENTIFICATION CARDS

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

Section 6.16 NON-DISCRIMINATION

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, martial status, or status with regard to public assistance. Licensee shall be subject to all other requirements of Federal and State regulations concerning non-discrimination.

Section 6.17 WIRING BY SUBSCRIBER

(a) Subscribers, or a qualified contractor at the subscriber's expense, shall have the right to internally wire any building which they own. Such installation shall be conditioned upon and shall conform to:

(i) all applicable building and electrical codes;

(ii) The Licensee's published guidelines on file with the Issuing Authority, the Building Inspector, and the Wiring Inspector.

(b) Specifications for all equipment to be used in the installation, by the subscriber shall be approved by the Licensee prior to installation. The Licensee shall inspect the subscriber's installation before cable service is provided to the subscriber. Any corrections required by the Licensee must be corrected to the Licensee's guidelines and satisfaction, while such costs for corrections will be borne by the subscriber.

(c) If the Licensee makes a service/repair visit because of a reported problem and subsequently determines that the problem was caused by wiring and/or improper equipment installed by the subscriber, the Licensee may assess a maintenance service charge to the subscriber.

(d) Should the Licensee notify subscriber in writing that any part of the subscriber's self-installed connection is causing harm or interference to the cable system, the Licensee may require that the subscriber discontinue use of and disconnect said device. If such notice is not practicable, the Licensee may temporarily discontinue service. In all such cases the Licensee shall promptly notify the subscriber in

writing of the discontinuance, and of his/her right to bring the actions of the Licensee to the attention of the Issuing Authority.

(e) Should any subscriber-installed equipment permanently damage any of the Licensee's equipment, the subscriber shall be liable for the repair costs up to the full replacement value of such equipment.

Section 6.18 VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of Cable Service shall not be responsible for charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first except in the event that the subscriber does not return Licensee's equipment within fourteen (14) days of termination of service. Licensee shall make a good faith effort to fully disconnect service as soon as possible after requested to do so by a Subscriber. Any credit due to Subscriber upon full termination of a service shall be paid to Subscriber within thirty (30) full days.

ARTICLE 7

LICENSE ADMINISTRATION

Section 7.1 INDEMNIFICATION

The Licensee shall indemnify and hold the Town and its agents, harmless at all times during the term of this License from any and all claims arising out of the actions of other Licensee, its agents, affiliates and contractors in the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable authorized to be installed pursuant to the License. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include without limitation, all reasonable out-of-pocket expenses, such as attorney's fees. Licensee shall not be required to indemnify the town for active negligence or willful misconduct on the part of the Town or its officials, Boards, Commissions, agencies or employees.

Section 7.2 INSURANCE

At all times during the term of this License, including the time for removal of facilities provided for herein, Licensee shall obtain, pay all premiums for, and if requested in writing, file with the Issuing Authority insurance company certificates of the following insurance:

(a) A general comprehensive and property liability policy naming the Town and all related parties as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, upgrade, maintenance or operation of the Licensee's Cable Television System, with a minimum liability of one million dollars ($1,000,000.00) for injury or death to any one person in any one occurrence and two million dollars ($2,000,000.00) for injury or death to two (2) or more persons in any one occurrence.

(b) It is hereby understood and agreed that this policy (or bond) shall not be cancelled or materially changed until forty-five (45) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel or materially change the policy.

Section 7.3 PERFORMANCE BOND AND LIQUIDATED DAMAGES

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and subject to reasonable approval by the Town in the sum of twenty-five thousand dollars ($25,000.00), which amount may be reduced to ten thousand ($10,000.00), or to such lower amount if approved by the Issuing Authority, upon completion of the upgrade of the cable system. The Town agrees to execute any document necessary to effect such reduction in the bond upon completion of the upgrade. The condition of said bond shall be that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any material term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any material term or condition in this License, provide that first Licensee has been notified of such failure and given an opportunity to cure and be heard.

(b) The performance bond shall be effective throughout the Term of this License including the time for removal of facilities provided for herein, and shall be on the condition that in the event that Licensee shall fail to comply with any one or more material term or condition of this License, or to comply with any material order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts pursuant to this License, or to pay any claims, liens or taxes due the Town which arise pursuant to this License by reason of the construction, upgrade, maintenance, operation or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages up to the limit insured by such bond, suffered by the Town as a result thereof, in accordance with the procedures set forth below. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this section, any bond accepted pursuant hereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

(c) If the Licensee fails, after thirty (30) days notice, to pay to the Issuing Authority any material compensation or payments, or fails, after thirty (30) days notice to pay to the Issuing Authority any material

fees, taxes or penalties, damages, costs or expenses required pursuant to this License; or fails, after thirty (30) days notice or such longer period as is reasonably necessary as determined by the Issuing Authority, to comply with any material provision of this License and to effect a cure of such non-compliance, the Issuing Authority may, in its discretion, recover from the Performance Bond upon the following conditions:

1. The Issuing Authority must indicate in the correspondence by which it initially notifies the Licensee of the default for which damages are sought that failure to cure the act or omission within thirty (30) days or such longer period as is reasonably required, may result in recovery from the Performance Bond. In this correspondence, the Issuing Authority shall also indicate the specific basis upon which it believes the Licensee is in default.

2. That upon the expiration of said thirty (30) day or such longer period, the Issuing Authority has provided written notice to the Licensee of the amount to be recovered and the reasons such amount is due. Such notice shall also provide that at Licensee's request, a meeting with the Issuing Authority shall be held and if not resolved, a hearing on the matter will be held by the Issuing Authority prior to assessment of damages. At such hearing the Licensee may present evidence as to why damages should not be assessed. After the conclusion of said hearing, the Issuing Authority shall issue a written statement as to its decision to assess or not to assess damages.

3. In the event Licensee cures any breach within 30 days of which it has been notified by the Issuing Authority, no damages for such breach shall be recoverable from the Performance Bond.

4. Any decision of the Issuing Authority to assess damages may be appealed to any state or federal Massachusetts court of competent jurisdiction.

(d) The rights reserved to the Issuing Authority with respect to the Performance Bond are in addition to all other rights of the Issuing Authority, whether reserved by this License or authorized by law, and no action, proceeding or exercise of a right with respect to such Performance Bond shall affect any other right the Issuing Authority may have. Notwithstanding the foregoing, the Issuing Authority shall not seek compensation from the Performance Bond or any other source of compensation resulting in duplicative coverage for any loss or injury.

(e) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee directly, or through its performance bond to the Issuing Authority. Any such liquidated damages shall be assessed as of the date that the Issuing Authority convenes the public hearing pursuant to Section 7.3C (2)

1. For failure to request the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, two hundred and fifty dollars ($250.00) per day, for each day that any such non-compliance continues.
2. For failure to construct, upgrade, install, fully activate, program and /or operate the 860 MHz Cable System, in accordance with Section 3.1 herein, one hundred and eighty-eight dollars ($188.00) per day, for each day that such construction, upgrade, installation, activation and/or activated programming has not occurred.
3. For failure to comply with the PEG Access Channels, Programming and/or equipment provisions in accordance with Article 5 herein, seventy-five dollars ($75.00) per day, for each day that any such non-compliance continues.
4. For failure to comply with the FCC's Customer Service Obligations seventy-five dollars ($75.00) per day that any such non-compliance continues.
5. For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Sections 3.6 and 3.7 herein and/or Exhibits 3 and 4, twenty-five dollars ($25.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.
6. For failure to submit reports, pursuant to Article 7 herein, twenty-five dollars ($25.00) per day that any of said reports are not submitted as required.
7. For failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the Licensee, at least thirty (30) days prior to the effective date of any such schedule change or other change thereto, pursuant to Article 4 herein, fifty dollars ($50.00) per day that such non-compliance continues.

(f) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including revocation or any other statutorily or judicially imposed penalties or remedies.

(g) The Licensee agrees that said foregoing liquidated damages are not included in "franchise fees", in accordance with Section 622 (g) (2) (A)-(D) of the Cable Act.

(h) Each material breach of each provision shall be considered a separate violation for which separate damages are imposed.

Section 7.4 ADMINISTRATION OF THE CABLE SYSTEM: CABLE ADVISORY COMMITTEE AND REGIONAL COMMITTEE

At the discretion of the Issuing Authority, the Cable Advisory Committee may be vested by the Issuing Authority with such power and authority as may lawfully be delegated, including participation in the regional advisory committee of Great Barrington, Lee, Lenox and Stockbridge ("Four Town Committee").

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System pursuant to this License. The Issuing Authority shall enforce and the Cable Advisory Committee shall monitor the Licensee's compliance with the terms and conditions of this License.

(b) The Licensee shall meet with the Issuing Authority or the Cable Advisory Committee or the Four Town Committee to review the Licensee's compliance to the License as well and to review other issues related to this License. Such meetings may be requested by the Issuing Authority, the Cable Advisory Committee, the Four Town Committee, or the Licensee.

Section 7.5 PERFORMANCE EVALUATION SESSIONS

The Issuing Authority may, at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the effective date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to review Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall have the right to question Licensee concerning the operation, maintenance and extension of the Cable Television System, and matters identified in Section 3.21. The Licensee shall be given twenty-one (21) days prior written

notice of any and all topics to be discussed. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and reasonably related to compliance with the License. Licensee shall notify its subscribers of all performance evaluation sessions by announcement on at least one (1) channel of its Cable System at hours likely to reach subscribers, for at least five (5) consecutive days preceding each such session.

Section 7.6 INFORMATION REQUESTS AND RIGHT TO INSPECT RECORDS AND FACILITIES

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town information regarding the Licensee, its business and operations, or any Affiliated Person with respect to the Cable System, in such form and containing such detail as may be specified by the Town pertaining to the subject matter of this License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary or confidential information, then the Licensee need not disclose the information to the Town, however, the Licensee shall confer with the Town Counsel to explain the basis of the Licensee's claim of a proprietary interest and to attempt to implement a mutually acceptable method of confidential treatment of such records such that they shall not become public records.

(c) Upon reasonable notice, the Issuing Authority may visit the places of business and other premises and examine the records and facilities of the Licensee during normal business hours to determine Licensee's compliance with (1) all provisions of this License and (2) all other legal requirements relating to this License.

Section 7.7 NON-PERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation.

(b) Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

Section 7.8 LICENSE FEE ENTITLEMENT AND ACCESS PAYMENTS

Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority equal to fifty cents per subscriber per year as provided in Section 9 of Chapter 166A of the Massachusetts General Laws . The number of subscribers, for purposes of this section, shall be calculated on the last day of each year.

Section 7.9 TAXES

Payment of the License fee made by Licensee to the Town pursuant to the provisions of this License shall not be considered in the nature of a tax, but shall be in addition to any and all taxes of general applicability which are now or may be required hereafter to be paid by any law of the Commonwealth of Massachusetts or the United States.

Section 7.10 ANNUAL PERFORMANCE TEST

Proof of performance tests shall be made on an annual basis to ensure compliance with the F.C.C. Technical Specifications referenced in Section 3.26 herein. The costs of such test(s) shall be borne by Licensee.

Proof of performance tests shall be submitted to the Issuing Authority, upon request, on an annual basis within ten (10) calendar days after completion of testing.

Section 7.11 SUBSCRIBER COMPLAINT REPORT

The Licensee shall submit annually a completed copy of the Department's Form 500B to the Issuing Authority, or its designee, no later than two (2) weeks after the following date: March 31st or such other dates as required by the Department. The Licensee shall record written and verbal complaints from its Subscribers on said Form 500B.

Section 7.12 INDIVIDUAL COMPLAINT REPORTS

Licensee shall, within ten (10) days after receiving a written request therefore, send a written report to the Issuing Authority with respect to any written complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken

Section 7.13 QUALITY OF SERVICE

In the event that the Issuing Authority receives at least eight written complaints from Subscribers of which Licensee was previously notified by Subscriber or the Issuing Authority within 21 days regarding

signal quality, the Issuing Authority will notify Licensee in writing and Licensee will report in writing to the Town within 30 days of such notice about the nature of the problem and the corrective action to be taken, if any. Said notice to the Licensee shall include the details of each complaint. Subsequent to such report, if no corrective action is taken and the Issuing Authority has reliable, credible evidence to indicate that Licensee is not meeting FCC technical specifications, the Issuing Authority will have the right to require Licensee to test, analyze and report on signal qualify within 30 days specifically related to such complaints. Prior to such test being conducted or contracted for by Licensee, Licensee shall provide an estimate of the cost of such test to the Issuing Authority. Should the tests show Licensee's non-compliance with FCC technical standards, Licensee shall bear the costs of such tests, otherwise the Town shall bear the costs.

Section 7.14 SERVICE INTERRUPTION REPORT

The Licensee shall submit a completed copy of DTE Form 500C to the Issuing Authority, or its designee as required by such DTE form.

Section 7.15 FINANCIAL REPORTS

(a) The Licensee shall furnish the Issuing Authority, or its designee(s) no later than one hundred twenty (120) days after the end of Licensee's Fiscal Year, DTE Forms 200, and 400, prepared in accordance with DTE Rules and Regulations

(b) In the event that the Town or its designee receives a percentage License Fee pursuant to applicable law, the Licensee shall furnish the Issuing Authority and/or its designee(s), no later than one hundred twenty (120) days after the end of the Licensee's Fiscal Year, a statement of Gross Annual Revenues.

Section 7.16 NUMBER OF SUBSCRIBERS

Licensee shall file with the Issuing Authority a report containing the number of subscribers by Town. Said report shall be filed annually with the Financial Reports required pursuant to Section 7.15 above.

Section 7.17 NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy except that monetary remedies shall not be duplicative of each other with respect to a single occurrence.

Section 7.18 DUAL FILINGS

The Licensee shall make available to the Town, and copy at the Licensee's expense, copies of any petitions or communications filed by the Licensee with any State or federal agency or commission pertaining to compliance with any material aspect of this License.

Section 7.19 ADDITIONAL INFORMATION

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

Section 7.20 REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by federal and state law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L. c. 166A, Section 14, or any other rights available to the Licensee.

ARTICLE 8

GENERAL PROVISIONS

Section 8.1 ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein and in a "Letter of Agreement" identified as "LA13" signed by the parties hereto and cannot be changed orally but only by instrument in writing executed by the parties.

Section 8.2 CAPTIONS

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

Section 8.3 SEVERABILITY

If any section, sentence, paragraph, term or provision of this 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 thereof, all of which shall remain in full force and effect for the term of this License.

Section 8.4 FORCE MAJEURE

If for any 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. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightening; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials such as fiber**,** or any other cause or event not reasonably within the control of the disabled party.

Section 8.5 LICENSE EXHIBITS

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

Section 8.6 WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution date of this License:

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

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

(c) This License is enforceable against the Licensee in accordance with the provisions herein; and

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

Section 8.7 APPLICABILITY OF LICENSE

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

Section 8.8 REMOVAL OF ANTENNAS

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

Section 8.9 SUBSCRIBER TELEVISION SETS

To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal installation and maintenance of cable television service.

Section 8.10 JURISDICTION

Jurisdiction and venue over any dispute or judgment rendered pursuant to any Article herein shall be in a court or agency of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said

court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

Section 8.11 NOTICE

Every notice to be served under this agreement shall be delivered in hand and sent by certified mail (postage prepaid), or overnight delivery service, shall be deemed to have been given on the date of hand delivery or on the mailing date thereof and shall be addressed as follows:

1. To the Issuing Authority:

   The Board of Selectmen
   Town Hall
   334 Main Street
   Great Barrington, MA 01230

Or such other address as the Issuing Authority may specify in writing to the Licensee:

2. To the Licensee:

   Century Berkshire Cable Corp.
   DBA Adelphia Communications
   Attn: Legal Department
   One North Main ST.
   Coudersport, PA 16915

Or such other address as the Licensee may specify in writing to the Issuing Authority.

Section 8.12 TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right, to the extent, authorized by applicable law or regulation, to intervene in any suit, action or proceeding directly relating to the provisions of this License, or any provision in this License.

Section 8.13 RESERVATION OF RIGHTS

Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Licensee or by the Town of any constitutional or legal right which either party may have or may be subsequently determined to have, either by subsequent legislation or court decisions. The Town and Licensee acknowledge that each reserves all of their respective rights under applicable Federal and State Constitutions and laws.

Section 8.14 INCORPORATION of M.G.L. c. 166A, $5

The provisions of M.G.L. c. 166A, $5(a)-(o), as they presently exist and as they may from time to time in the future be amended, are incorporated into this license, and shall be governing on all parties.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS _____, 2001

TOWN OF GREAT BARRINGTON
BY THE BOARD OF SELECTMEN

_____

_____

_____

Approved as to form

_____
Town Counsel

This License is
Hereby Accepted:

CENTURY BERKSHIRE CABLE CORP.
By:

_____

James Sweeney

Vice President

Board of Selectmen

Town of_____

_____

_____

_____

_____

_____

127113

Schedule A

Great Barrington

Town Hall

Monument Mountain High School

Senior Center

*Housatonic Community Center

*Upon completion of the rebuild

---------- REVISION LIST ----------

The bracketed numbers refer to the Page and Paragraph for the start of the paragraph in both the old and the new documents.

[1:1 1:1] Del Para"127113"
[1:7 1:6] Changed "October 30, 2000" to "DRAFT"
[1:8 1:7] Changed "TOWN " to "January, 2001TOWN "
[1:20 1:19] Changed "10" to "9"
[1:26 1:25] Changed "11" to "12"
[1:27 1:26] Changed "11" to "12"
[1:28 1:27] Changed "Section 3.2 ... Changes 12" to "Section 3.2 Service Area 12"
[1:29 1:28] Changed "Section 3.3 Headend 12" to "Section 3.3 Maps 13"
[1:30 1:29] Del Paras "Section 3.4 Change-Over ... Section 3.8 Maps 14"
[1:35 1:29] Changed "Section 3.9 " to "Section 3.4 "
[1:35 1:29] Changed "15" to "13"
[1:36 1:30] Changed "3.10 " to "3.5 "
[1:36 1:30] Changed "15" to "14"
[1:37 1:31] Changed "3.11 " to "3.6 "
[1:37 1:31] Changed "16" to "14"
[1:38 1:32] Changed "3.12 " to "3.7 "
[1:38 1:32] Changed "16" to "14"
[1:39 1:33] Changed "3.13 " to "3.8 "
[1:39 1:33] Changed "17" to "15"
[1:40 1:34] Changed "3.14 " to "3.9 "
[1:40 1:34] Changed "18" to "16"
[1:41 1:35] Changed "3.15 " to "3.10 "
[1:41 1:35] Changed "18" to "16"
[1:42 1:36] Changed "3.16 " to "3.11 "
[1:42 1:36] Changed "18" to "16"
[1:43 1:37] Changed "3.17 " to "3.12 "
[1:43 1:37] Changed "19" to "17"
[1:44 1:38] Del Para "Table of Contents (continued)"
[1:45 1:38] Changed "Section 3.18 " to "Section 3.13 "
[1:45 1:38] Changed "19" to "17"
[1:46 1:39] Changed "3.19 " to "3.14 "
[1:46 1:39] Changed "20" to "18"
[1:47 1:40] Changed "3.20 " to "3.15 "
[1:47 1:40] Changed "Facilities 20" to "Facilities 18"
[1:48 1:41] Changed "3.21 " to "3.16 "
[1:48 1:41] Changed "20" to "18"
[1:49 1:42] Changed "3.22 " to "3.17 "
[1:49 1:42] Changed "21
" to "19"
[1:50 1:43] Add Para "Table of Contents (continued)"
[1:50 1:44] Changed "3.23 " to "3.18 "
[1:50 1:44] Changed "21" to "19"
[1:51 1:45] Changed "3.24 " to "3.19 "
[1:51 1:45] Changed "21" to "19"
[1:52 1:46] Changed "3.25 " to "3.20 "
[1:52 1:46] Changed "22" to "20"
[1:53 1:47] Changed "3.26 Construction" to "3.21 Upgrade"
[1:54 1:48] Changed "22" to "20"

[1:55 1:49] Changed	"3.27 " to "3.22 "
[1:55 1:49] Changed	"23" to "21"
[1:56 1:50] Del Para	"Section 3.28 System Interconnection 24"
[1:57 1:50] Changed	"Section 3.29 " to "Section 3.23 "
[1:57 1:50] Changed	"24" to "21"
[1:58 1:51] Changed	"3.30 " to "3.24 "
[1:58 1:51] Changed	"25" to "22"
[1:59 1:52] Changed	"3.31 " to "3.25 "
[1:59 1:52] Changed	"25" to "22"
[1:60 1:53] Changed	"26" to "23"
[1:61 1:54] Changed	"26" to "23"
[1:62 1:55] Changed	"Section 4.2 Initial Rates 26" to "Section 4.2 Programming 23"
[1:63 1:56] Changed	"Section 4.3 Re-Regulation 26" to "Section 4.3 ... Access 23"
[1:64 1:57] Del Paras	"Section 4.4 Programming ... Leased Access 27"
[1:68 1:57] Changed	"Section 4.8 " to "Section 4.4 "
[1:68 1:57] Changed	"28" to "23"
[1:69 1:58] Changed	"4.9 " to "4.5 "
[1:69 1:58] Changed	"28" to "23"
[1:70 1:59] Changed	"4.10 " to "4.6 "
[1:70 1:59] Changed	"28" to "24"
[1:71 1:60] Changed	"Section 4.11 ... Personal " to "Section 4.7 Rebates 24"
[1:72 1:61] Del Paras	"Computer Use 29 ... Educational Services 30"
[1:76 1:61] Changed	"PROGRAMMING 30" to "PROGRAMMING "
[1:77 1:62] Changed	"30" to "25"
[1:78 1:63] Changed	"Municipal " to "Government "
[1:78 1:63] Changed	"31" to "25"
[1:79 1:64] Changed	"31" to "26"
[1:80 1:65] Changed	"31" to "26"
[1:81 1:65] Del Para	"Table of Contents (continued)"
[1:83 1:67] Changed	"32" to "27"
[1:84 1:68] Changed	"32" to "27"
[1:85 1:69] Changed	"32" to "27"
[1:86 1:70] Changed	"33" to "27"
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[1:88 1:72] Changed	"36" to "28"
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[1:96 1:80] Changed	"39" to "31"
[1:98 1:82] Changed	"40" to "32"
[1:99 1:83] Changed	"40" to "32"
[1:100 1:84] Changed	"41" to "33"
[1:101 1:85] Changed	"41" to "33"
[1:102 1:86] Del Para	"Section 6.17 Encoding of Non-Premium Service 41"
[1:103 1:86] Changed	"Section 6.18 " to "Section 6.17 "
[1:103 1:86] Changed	"42" to "33"
[1:104 1:87] Changed	"6.19 " to "6.18 "
[1:104 1:87] Changed	"43" to "35"
[1:105 1:88] Del Para	"Section 6.20 Licensee’s Surveys 43"
[1:106 1:88] Changed	"44" to "36"
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[1:108 1:90] Changed "44" to "36"
[1:109 1:91] Changed "45" to "37"
[1:110 1:92] Del Para "Section 7.4 Letter of Credit 46"
[1:111 1:92] Changed "Section 7.5 " to "Section 7.4 "
[1:112 1:93] Changed "50" to "41"
[1:113 1:94] Changed "7.6 " to "7.5 "
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[1:114 1:95] Changed "7.7 " to "7.6 "
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[1:116 1:97] Changed "7.8 " to "7.7 "
[1:116 1:97] Changed "52" to "43"
[1:117 1:98] Changed "7.9 " to "7.8 "
[1:117 1:98] Changed "52" to "43"
[1:118 1:99] Changed "Section 7.10 Taxes 53" to "Section 7.9 Taxes 43"
[1:119 1:100] Del Paras "Section 7.11 (Reserved) ... Complaint Reports 53"
[1:124 1:100] Changed "Section 7.15 " to "Section 7.10 "
[1:124 1:100] Changed "54" to "44"
[1:125 1:101] Changed "7.16 " to "7.11 "
[1:125 1:101] Changed "54" to "44"
[1:126 1:102] Changed "7.17 " to "7.12 "
[1:126 1:102] Changed "55" to "45"
[1:127 1:103] Changed "7.18 " to "7.13 "
[1:127 1:103] Changed "55" to "45"
[1:128 1:104] Changed "7.19 " to "7.14 "
[1:128 1:104] Changed "56" to "45"
[1:129 1:105] Changed "7.20 " to "7.15 "
[1:129 1:105] Changed "56" to "45"
[1:130 1:106] Changed "7.21 " to "7.16 "
[1:130 1:106] Changed "56" to "45"
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[1:132 1:108] Changed "7.23 " to "7.18 "
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[1:134 1:110] Changed "57" to "48"
[1:135 1:111] Changed "57" to "48"
[1:136 1:112] Changed "57" to "48"
[1:137 1:113] Changed "58" to "48"
[1:138 1:114] Changed "58" to "49"
[1:139 1:115] Changed "58" to "49"
[1:140 1:116] Del Para "Section 8.7 Statement of the Licensee 59"
[1:141 1:116] Changed "Section 8.8 " to "Section 8.7 "
[1:141 1:116] Changed "59" to "50"
[1:142 1:117] Changed "8.9 " to "8.8 "
[1:142 1:117] Changed "59" to "50"
[1:143 1:118] Changed "8.10 " to "8.9 "
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[1:144 1:119] Changed "8.11 " to "8.10 "
[1:144 1:119] Changed "60" to "50"
[1:145 1:120] Changed "8.12 " to "8.11 "
[1:145 1:120] Changed "60" to "51"
[1:146 1:121] Changed "8.13 " to "8.12 "
[1:146 1:121] Changed "61" to "51"
[1:147 1:122] Changed "8.14 " to "8.13 "

[1:147 1:122] Changed	"61" to "51"
[1:149 1:124] Del Paras	"3.6 Initial Service ... Termination Regulations"
[1:164 1:129] Changed	"521-559, amending" to "521-559, as ... all amending"
[1:164 1:129] Changed	"1934, and ... 29, 1984." to "1934."
[1:165 1:130] Changed	"broadband ... telecommunications " to "cable television "
[1:167 1:132] Changed	"Commission: ... successor agency." to "Department: ... or “DTE”."
[1:171 1:136] Add Para	"Governmental Access: ... 47 U.S.C. 531."
[1:171 1:137] Changed	"compensation " to "revenues "
[1:171 1:137] Changed	"operation of " to "provision ... Subscribers over "
[1:171 1:137] Changed	"town " to "Town "
[1:174 1:140] Changed	"of Century Communications" to "of Adelphia Communications"
[1:175 1:141] Del Para	"Municipal Access: ... 47 U.S.C. 531."
[1:178 1:143] Changed	"Any video, ... data signals " to "Programming ... which is "
[1:181 1:146] Changed	"Licensee’s Service" to "Licensee’s Cable Service"
[2:4 1:153] Changed	"Communications ... Act of 1984" to "Act"
[2:8 1:157] Changed	"Community ... Commission" to "Department ... and Energy"
[2:10 1:159] Changed	"September ... U.S.C. 546" to "_____ ... effective date"
[2:12 1:161] Changed	"Commission. The" to "Commission. ... regulations. The"
[2:12 1:161] Changed	", provided, however, that a " to ". A "
[2:13 1:162] Changed	"(b) In" to "(b) No transfer, ... place if such "
[2:13 1:163] Changed	"(b) In" to "sale, assignment ... Licensee. In"
[2:13 1:163] Changed	"nature, and not" to "nature, not"
[2:13 1:163] Changed	"law, it" to "law, and not ... sentence it"
[2:13 1:163] Changed	"Commission " to "Department "
[2:13 1:163] Changed	"request, provided, ... 4.00 et seq." to "request."
[2:14 1:164] Changed	"under law," to "under applicable federal law,"
[2:14 1:164] Changed	"under law." to "under applicable federal law."
[2:21 1:171] Changed	"License." to "License subject ... Section 7."
[2:25 1:175] Changed	"on substantially the" to "on the"
[2:25 1:175] Changed	"agreement, ... reasonable period" to "License agreement, ... Agreement"
[2:35 1:185] Changed	"Licensee shall ... capability." to "During the ... progresses. "
[2:36 1:186] Del Paras	"Section 3.2 TECHNICAL ... as Schedule 3.7."
[2:50 1:186] Add Paras	"Licensee’s performance ... early extension. "
[2:50 1:189] Changed	"Section 3.8 " to "Section 3.3 "
[2:51 1:190] Changed	"provide " to "make available to "
[2:51 1:190] Changed	"Town with accurate as-built" to "Town accurate strand"
[2:51 1:190] Changed	"file with " to "make available to "
[2:51 1:190] Changed	"Authority accurate" to "Authority for inspection accurate"
[2:51 1:190] Changed	"cable system ... annual basis." to "Cable System ... such maps. "
[2:52 1:191] Changed	"Section 3.9 " to "Section 3.4 "
[2:53 1:192] Changed	"Sections 3. 6 and 3.7" to "Section 3. 2"
[2:53 1:192] Changed	"250 " to "150 "
[2:54 1:193] Changed	"3.10 " to "3.5 "
[2:55 1:194] Changed	", at its own expense, install " to "continue to provide the "
[2:55 1:194] Changed	"3.10, within ... Authority." to "3.10."
[2:55 1:194] Changed	"Licensee shall provide the" to "Licensee shall ... provide the"
[2:55 1:194] Changed	"with two" to "with the existing two"
[2:55 1:194] Changed	"Further, Licensee ... use by the " to "The "
[2:55 1:194] Changed	"which " to "shall continue ... the two (2) "
[2:55 1:194] Changed	"modulators shall" to "modulators which shall"
[2:55 1:195] Changed	"Corporation. ... this License." to ""
[2:56 1:195] Changed	"Section 3.11 ... BUILDINGS " to "Section 3.6 ... BUILDING "
[2:57 1:196] Changed	"nonprofit " to "non-profit "
[2:57 1:196] Changed	"3.10" to "3.5"

[2:58 1:197] Changed "3.12 " to "3.7 "
[2:59 1:198] Changed "within sixty ... additional " to "install additional ... television "
[2:59 1:198] Changed "one such year" to "one year"
[2:59 1:198] Changed "remaining classrooms." to "remaining ... classrooms"
[2:59 1:198] Changed "classrooms." to "classrooms in the Town."
[2:60 1:200] Changed "standards. ... 3.11(a) above." to ""
[2:61 1:200] Changed "Section 3.13 " to "Section 3.8 "
[2:62 1:201] Changed "emergency ... this License" to "Emergency ... of the EAS"
[2:62 1:201] Changed "aid " to "said "
[2:63 1:202] Changed "3.14 " to "3.9 "
[2:64 1:203] Changed "Facility, ... attached hereto." to "Facility."
[2:64 1:203] Changed ", and shall ... this License." to ". "
[2:65 1:204] Changed "Section 3.15 " to "Section 3.10 "
[2:66 1:205] Changed "cable system" to "Cable System"
[2:66 1:205] Changed "its best effort " to "reasonable efforts "
[2:67 1:206] Changed "3.16 " to "3.11 "
[2:68 1:207] Changed "town " to "Town "
[2:69 1:208] Changed "3.17 " to "3.12 "
[2:71 1:210] Changed "3.18 " to "3.13 "
[2:73 1:212] Changed "3.19 " to "3.14 "
[2:75 1:214] Changed "3.20 " to "3.15 "
[2:76 1:215] Changed "cable system " to "Cable System "
[2:77 1:216] Changed "3.21 " to "3.16 "
[2:79 1:218] Changed "3.22 " to "3.17 "
[2:81 1:220] Changed "3.23 " to "3.18 "
[2:83 1:222] Changed "3.24 " to "3.19 "
[2:85 1:224] Changed "3.25 " to "3.20 "
[2:86 1:225] Changed "the right ... construction," to "the right ... construction"
[2:86 1:225] Changed "construction, ... performed" to "construction performed"
[2:87 1:226] Changed "3.26 CONSTRUCTION" to "3.21 UPGRADE"
[2:88 1:227] Changed "construct " to "upgrade "
[2:88 1:227] Changed "Community ... Commission" to "DTE"
[2:89 1:227] Changed "(b) Specifications ... Schedule 3.26." to "(b)"
[2:90 1:228] Del Para "(c) Licensee shall ... the cable system."
[2:91 1:228] Changed "(d) All" to " All"
[2:92 1:229] Changed "3.27 " to "3.22 "
[2:94 1:231] Changed "Section 3.28 ... INTERCONNECTION" to "Section "
[2:94 1:231] Changed "Section 3.28" to "Section 3.23 ... REMOVAL OF PLANT"
[2:95 1:231] Del Para "The Licensee shall ... boundaries of the Town."
[2:96 1:231] Changed "Section 3.29 EMERGENCY" to " EMERGENCY"
[2:98 1:233] Changed "3.30 " to "3.24 "
[2:99 1:234] Changed "all laws," to "all generally applicable laws,"
[2:100 1:235] Changed "3.31 " to "3.25 "
[2:105 1:240] Changed "a cable service " to "Cable Service "
[2:106 1:240] Changed "4.2 INITIAL RATES" to "4.2"
[2:107 1:241] Del Paras "For informational ... and state law."
[2:110 1:241] Changed "Section 4.4 PROGRAMMING" to " PROGRAMMING"
[2:113 1:244] Changed "all " to "All "
[2:115 1:247] Changed "Section 4.5 PROGRAMMING TIERS" to "Section "
[2:115 1:247] Changed "Section 4.5" to "Section 4.3 LEASED ACCESS"
[2:116 1:247] Del Paras "Licensee currently ... converter charges."
[2:121 1:247] Changed "Section 4.7 LEASED" to " LEASED"
[2:123 1:249] Changed "4.8 " to "4.4 "
[2:124 1:250] Changed "are capable ... received " to "are received by Licensee"

[2:124 1:250] Changed	"within five ... year period." to ". "
[2:125 1:251] Changed	"Section 4.9 " to "Section 4.5 "
[2:126 1:253] Changed	"changes. When ... program guide." to ""
[2:127 1:253] Changed	"Section 4.10 " to "Section 4.6 "
[2:128 1:255] Changed	"Licensee. ... subscriber." to ""
[2:129 1:255] Del Paras	"Section 4.11 SERVICES ... end of said year."
[2:131 1:255] Changed	"Section 4.12 " to "Section 4.7 "
[2:133 1:1] Del Paras	"Section 4.13 FM ... learning services."
[2:141 1:6] Changed	"MUNICIPAL " to "GOVERMENT "
[2:142 1:7] Changed	"by municipal departments" to "by government departments"
[2:142 1:7] Changed	"subscribers " to "Subscribers "
[2:142 1:7] Changed	"and may also ... Municipal " to ". Government "
[2:142 1:7] Changed	"operate municipal access" to "operate government access"
[2:142 1:7] Changed	"a municipal department." to "a government department."
[2:142 1:7] Changed	"for municipal access" to "for government access"
[2:145 1:10] Changed	"CHANNELS" to "CAPACITY"
[2:146 1:11] Changed	"one upstream channel" to "one channel ... capability"
[2:146 1:11] Changed	"municipal " to "government "
[2:146 1:11] Changed	"An additional ... channel will" to "An additional ... capability will"
[2:146 1:11] Changed	"The additional ... channel shall" to "The additional channel shall"
[2:150 1:15] Changed	"a business ... thereto, for" to "a local business office for"
[2:150 1:15] Changed	"resolving all complaints," to "resolving complaints,"
[2:150 1:15] Changed	"local telephone" to "local or toll free telephone"
[2:150 1:15] Changed	"business from ... PM Monday" to "business Monday"
[2:150 1:15] Changed	"Friday, and ... Saturdays, except" to "Friday, except"
[2:150 1:15] Changed	"demand as ... until 8:00 PM." to "need, be open extended hours."
[2:152 1:17] Changed	"Monday through ... Section 6.1" to "twenty four ... days per week"
[2:153 1:18] Changed	"Under normal ... response data." to "Licensee shall ... telephone "
[2:154 1:19] Changed	"(c) At all ... and/or inquiry." to "access and response time. "
[2:155 1:20] Changed	", " to "AND "
[2:156 1:21] Changed	"(a) The Licensee ... installation time." to "(a) "
[2:156 1:21] Changed	"(a) The" to "(a) Licensee ... requirements. "
[2:157 1:21] Del Paras	"(b) The Licensee ... the same area."
[2:161 1:21] Changed	"(f) System ... emergency." to "."
[2:164 1:23] Changed	"(b) The Licensee ... Authority." to "(b)"
[2:165 1:24] Changed	"(c) The" to " The"
[2:166 1:25] Changed	"(d) " to "(c) "
[2:167 1:26] Changed	"(e) " to "(d) "
[2:167 1:28] Add Para	"(e) For purposes ... the Subscriber. "
[2:170 1:31] Changed	"costs, additional ... downgrade charges," to "costs, service upgrade,"
[2:172 1:32] Changed	"(c) Written ... or charges." to "(c)"
[2:173 1:33] Changed	"(d) Written" to " Written"
[2:174 1:34] Changed	"(e) " to "(d) "
[2:175 1:35] Changed	"(f) " to "(e) "
[2:177 1:38] Changed	"basis. Use ... converter." to "basis. "
[2:178 1:40] Changed	"subscribers. ... practice." to "subscribers. "
[2:180 1:42] Changed	"provide," to "provide Subscribers,"
[2:180 1:42] Changed	"request, subscribers with" to "request, with"
[2:182 1:44] Changed	"Commission" to "Department"
[2:183 1:45] Changed	".69 " to "6.9 "
[2:184 1:46] Changed	"Commission" to "Department"
[2:187 1:49] Changed	"policy. The ... Renewal License." to "policy. "
[2:189 1:51] Changed	"any subscriber either" to "any Subscriber either"
[2:189 1:51] Changed	"S aid " to "Said "

[2:189 1:51] Changed	"each subscriber annually" to "each Subscriber annually"
[2:189 1:51] Changed	"A subscriber shall" to "A Subscriber shall"
[2:189 1:51] Changed	"the subscriber by" to "the Subscriber by"
[2:194 1:56] Changed	"individual subscriber except" to "individual Subscriber except"
[2:194 1:56] Changed	"the subscriber not" to "the Subscriber not"
[2:198 1:60] Changed	"said subscriber." to "said Subscriber."
[2:202 1:64] Changed	"a subscriber or" to "a Subscriber or"
[2:207 1:68] Changed	"6.17 ENCODING OF NON-PREMIUM SERVICE" to "6.17"
[2:208 1:69] Del Para	"In the event that ... within such period."
[2:209 1:69] Changed	"Section 6.18 WIRING" to " WIRING"
[2:210 1:70] Changed	"install cable ... equipment) within " to "internally wire "
[2:217 1:77] Changed	"6.19 " to "6.18 "
[2:218 1:78] Changed	"cable service " to "Cable Service "
[2:218 1:78] Changed	"a subscriber." to "a Subscriber."
[2:218 1:78] Changed	"to subscriber upon" to "to Subscriber upon"
[2:218 1:78] Changed	"to subscriber within" to "to Subscriber within"
[2:219 1:79] Del Paras	"Section 6.20 LICENSEE'S ... mail such survey."
[2:230 1:88] Changed	"twenty-five ... Section 3.7" to "fifteen thousand ($15,000.00)"
[2:231 1:89] Changed	"the term of" to "the Term of"
[2:231 1:89] Changed	"acts," to "acts pursuant ... Licensee,"
[2:231 1:89] Changed	"arise by" to "arise pursuant ... Licensee by"
[2:231 1:89] Changed	"within thirty ... request for same" to "in accordance ... forth below"
[2:232 1:90] Del Paras	"Section 7.4 LETTER ... of this section."
[2:235 1:90] Changed	"withdraw funds " to "recover "
[2:235 1:90] Changed	"Letter of Credit " to "Performance Bond "
[2:236 1:91] Changed	"a withdrawal " to "recovery "
[2:236 1:91] Changed	"letter of credit" to "Performance Bond"
[2:237 1:92] Changed	"withdrawn " to "recovered "
[2:237 1:92] Changed	"and has specified the" to "and the"
[2:237 1:92] Changed	"a t " to "at "
[2:237 1:92] Changed	"to the withdrawal ... assessment" to "to assessment"
[2:239 1:94] Changed	"damages under ... Credit may" to "damages may"
[2:239 1:94] Changed	"jurisdiction. ... such a stay." to "jurisdiction. "
[2:240 1:95] Changed	"such Letter of Credit shall" to "such Performance Bond shall"
[2:240 1:95] Changed	"the Letter of Credit or" to "the Performance Bond or"
[2:241 1:96] Changed	"chargeable ... section as" to "chargeable as"
[2:242 1:97] Changed	"system extension ... construction" to "system upgrade, "
[2:242 1:97] Changed	"continues ... thereafter." to "continues."
[2:243 1:97] Changed	"terms of Article 6 of" to "terms of"
[2:247 1:102] Changed	"7.5 " to "7.4 "
[2:252 1:107] Changed	"7.6 " to "7.5 "
[2:254 1:109] Changed	"7.7 " to "7.6 "
[2:3 1:114] Changed	"7.8 " to "7.7 "
[2:6 1:117] Changed	"7.9 " to "7.8 "
[2:7 1:118] Changed	"(a) Subject" to "Subject"
[2:7 1:118] Changed	"access corporation " to "Access Corporation "
[2:8 1:119] Del Para	"(b) Upon execution ... referenced therein. "
[2:9 1:119] Changed	"Section 7.10 " to "Section 7.9 "
[2:11 1:121] Changed	"Section 7.11 [RESERVED]" to "Section "
[2:11 1:121] Changed	"Section 7.11" to "Section 7.10 ... PERFORMANCE TEST"
[2:12 1:121] Del Paras	"Section 7.12 SUBCRIBER ... corrective steps taken."
[2:18 1:121] Changed	"Section 7.15 ANNUAL" to " ANNUAL"
[2:21 1:124] Changed	"7.16 " to "7.11 "
[2:22 1:125] Changed	"subscribers " to "Subscribers "

[2:22 1:125] Changed "subscriber " to "Subscriber "
[2:22 1:125] Changed "meeting the ... this License," to "meeting FCC ... specifications,"
[2:22 1:125] Changed "with the technical standards herein," to "with FCC technical standards,"
[2:23 1:126] Changed "7.17 " to "7.12 "
[2:24 1:127] Changed "Commission " to "DTE "
[2:24 1:127] Changed ", no later ... Commission." to "as required ... DTE form."
[2:25 1:128] Changed "Section 7.18 " to "Section 7.13 "
[2:26 1:129] Changed "Commission Form " to "DTE Forms "
[2:26 1:129] Changed "Generally ... Television System." to "DTE Rules and Regulations"
[2:27 1:130] Changed ", including:" to "."
[2:28 1:131] Del Paras "(i) All subscriber ... gross revenues. "
[2:30 1:131] Changed "Section 7.19 " to "Section 7.14 "
[2:32 1:133] Changed "7.20 " to "7.15 "
[2:34 1:135] Changed "7.21 " to "7.16 "
[2:36 1:137] Changed "7.22 " to "7.17 "
[2:38 1:139] Changed "7.23 " to "7.18 "
[2:49 1:150] Changed "utilities; or" to "utilities; ... fiber, or"
[2:58 1:158] Changed "8.7 STATEMENT OF THE LICENSEE" to "8.7"
[2:59 1:159] Del Paras "By executing this ... commercially practicable."
[2:62 1:159] Changed "Section 8.8 APPLICABILITY" to " APPLICABILITY"
[2:64 1:161] Changed "8.9 " to "8.8 "
[2:65 1:162] Changed ".
Licensee" to "Licensee"
[2:67 1:163] Changed "8.10 " to "8.9 "
[2:69 1:165] Changed "8.11 " to "8.10 "
[2:71 1:167] Changed "8.12 " to "8.11 "
[2:81 1:177] Changed "50 Locust Avenue" to "One North Main ST."
[2:82 1:178] Changed "New Canaan, T 06840" to "Coudersport, PA 16915"
[2:84 1:180] Changed "8.13 " to "8.12 "
[2:86 1:182] Changed "8.14 " to "8.13 "
[3:1 1:184] Changed "2000" to "2001"
[3:10 1:193] Changed "Special " to "Town "