

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS III, INC.

THE BOARD OF SELECTMEN

TOWN OF BELMONT,

MASSACHUSETTS

FEBRUARY 28, 2005

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A G R E E M E N T

This Cable Television Renewal License entered into this 28th day of February, 2005, by and between Comcast of Massachusetts III, Inc. ("Comcast") and the Board of Selectmen of the Town of Belmont, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

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

WHEREAS, the Issuing Authority conducted public hearings, pursuant to Section 626 of the Cable Act, on February 24, 2003 and February 2, 2004, to (1) ascertain the future cable related community needs and interests of Belmont, and (2) review the performance of Comcast during its current license term; and

WHEREAS, the Issuing Authority submitted a Request for a Renewal Proposal ("RFP") to Comcast, which RFP was dated April 1, 2004; and

WHEREAS, in response to said RFP, Comcast submitted a license renewal proposal to the Town of Belmont, dated May 3, 2004, for a renewal license to operate and maintain a Cable Television System in the Town of Belmont; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions regarding the Cable Television System in Belmont.

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

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

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

(1) Access: The right or ability of any Belmont resident and/or any persons affiliated with a Belmont institution to use designated PEG Access facilities, equipment and/or channels of the Cable Television System, subject to this Renewal License and the conditions and procedures established for such use.

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

(3) Access Corporation: The entity, designated by the Issuing Authority of the Town of Belmont, for the purpose of operating, managing the use of, and staffing public, educational and governmental ("PEG") Access Programming, funding and equipment in Belmont.

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

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

(6) CMR: The acronym for Code of Massachusetts Regulations.

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

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

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(9) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services and Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services.

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

(11) Cable Television System or Cable System: the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Belmont, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

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

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

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

(15) DVD: The acronym for a Digital Video Disc player.

(16) Department of Public Works ("DPW"): The Department of Public Works of the Town of Belmont, Massachusetts.

(17) Downstream Channel: A channel over which Signals travel from the Cable System Headend Hub Site or other location to an authorized recipient of Programming.

(18) Drop or Cable Drop: The coaxial cable used by the Licensee that connects each home or building to the feeder line of the Cable System.

(19) Effective Date of the Renewal License (the "Effective Date"): October 2, 2004.

(20) Execution Date of the Renewal License (the "Execution Date"): February 28, 2005.

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

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(22) Gross Annual Revenues: Revenue(s) derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; all other Service fees; all digital Cable Service revenue; installation, reconnection, downgrade, upgrade and any similar fees; interest earned on Subscriber fees and/or charges; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; fees paid on all Subscriber fees; Converter, remote control and other equipment rentals, and/or leases or and/or sales that relate to the transmission of Cable Services; home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

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

(24) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of Signal processing or switching.

(25) Institutional Network: The separate single-cable institutional system, comprising upstream and downstream transmission, for the Town and/or its departmental use, which are provided to Town and its departments' municipal locations.

(26) Issuing Authority: The Board of Selectmen of the Town of Belmont, Massachusetts.

(27) Leased Channel or Leased Access: A video channel(s) that the Licensee makes available pursuant to Section 612 of the Cable Act.

(28) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town, or its designee, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

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

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

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

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

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

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

(35) PEG Access Channels: Any Licensee owned channel(s) that License makes available for the presentation of PEG Access Programming.

(36) PEG Access Transition Date: July 1, 2005.

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

(38) Prime Rate: The prime rate of interest at Bank of America, or its successor(s).

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

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

(41) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter issued by the Licensee.

(42) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(43) State: The Commonwealth of Massachusetts.

(44) Subscriber: Any Person or entity who contracts with the Licensee for, and lawfully receives, the video Signals and Cable Services distributed over the Cable Television System.

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

(46) Town: The Town of Belmont, Massachusetts.

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(47) Town Counsel: The Town Counsel of the Town of Belmont, Massachusetts.

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

(49) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend, Hub Site or other location.

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

(51) VCR: The acronym for videocassette recorder.

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

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

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

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully construct, upgrade, install, operate and maintain the Cable Television System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, Pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Belmont within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Belmont. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, with any public utility serving the Town and/or with any other Persons permitted to use Public Ways and places.

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

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall be for a period of ten (10) years, commencing on October 2, 2004, and shall expire at midnight on October 2, 2014, unless sooner terminated as provided herein or surrendered.

Section 2.3---**NON-EXCLUSIVITY OF RENEWAL LICENSE**

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

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

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted, from and after the Execution Date hereof, on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief.

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

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

Section 2.4---**POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable and lawful DPW regulations, incorporated herein by reference, and any generally applicable by-laws and/or regulations enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction.

Section 2.5---**REMOVAL OR ABANDONMENT**

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

Section 2.6---**TRANSFER OF THE RENEWAL LICENSE**

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

(b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial qualifications, management and technical expertise and legal ability and other criteria allowable under law and/or regulation.

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

(d) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120)

days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

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

Section 2.7---**EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License and shall be subject to Sections 11.1 and 11.2 infra.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been affected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable pursuant to applicable law.

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

ARTICLE 3

SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town a minimum 750 MHz Subscriber Network. Said Subscriber Network shall be fully capable of carrying at least seventy-seven (77) video channels in the downstream direction.

(b) The Licensee shall transmit all of its Video Programming Signals to Belmont Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

Section 3.2---INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain, its existing, separate, single-cable Institutional Network ("I-Net") to be utilized by the Town, its departments and/or designees, for upstream and downstream audio and video use. There shall be no charges to the Town, its departments and/or designees for said I-Net.

(b) The Licensee shall continue to maintain and replace in a timely manner all equipment that is part of the I-Net. The Town shall maintain and replace any end-user I-Net equipment that it owns and operates.

(c) The I-Net shall connect the Town and School buildings specified in **Exhibit 1** ("I-Net Buildings"), attached hereto and made a part hereof.

(d) The Licensee shall ensure that the I-Net is maintained at all times in the downstream and upstream directions and that the I-Net conforms to all applicable FCC standards. Upon written request of the Issuing Authority, the Licensee shall report to the Issuing Authority, in writing, on the status of I-Net performance, with an emphasis on the performance and reliability of the I-Net Upstream Channels.

(e) The I-Net shall be interconnected with the Subscriber Network at the Headend, Hub Site or other location. All remote I-Net Signal transmissions shall be sent on an I-Net Upstream Channel to the Headend, Hub Site or other location, where such Signal transmissions shall be reprocessed, switched and designated on the appropriate PEG Access Downstream Channel on the Subscriber Network. The Licensee shall be responsible for the switching of an I-Net Upstream Channel to the appropriate Subscriber Network Downstream Channel. Said switching shall be performed by the Licensee at no cost to the Town.

(f) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and periodic performance tests of the I-Net. Results of said tests shall be submitted to the Issuing Authority, upon written request.

Section 3.3---**EMERGENCY ALERT SYSTEM**

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

Section 3.4---**PARENTAL CONTROL CAPABILITY**

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The area to be served is the entire Town of Belmont, subject to paragraphs (b) and (c) below.

(b) The Licensee's Cable Service shall be available to all residences and non-commercial buildings in the Town, subject to paragraph (c) below, unless legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units.

(c) Installation charges shall be non-discriminatory and shall be consistent with federal and State regulations; provided, however, that an additional charge for time and materials, plus a reasonable rate of return, may be made for customized installation within a Subscriber's residence. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred feet (200') from the existing aerial Trunk, Feeder Line and Distribution System and additions thereto. The Licensee may charge residents located more than 200' from the existing aerial Trunk, Feeder Line and Distribution System, and additions thereto, time and materials charges, plus a reasonable rate of return in compliance with applicable federal and/or State laws and/or regulations. A standard underground installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred feet (100') from the existing Trunk, Feeder Line and Distribution System and additions thereto. Any underground installation in excess of one hundred feet (100') from the existing Trunk, Feeder Line and Distribution System shall be provided at the Licensee's actual cost plus a reasonable rate of return in compliance with applicable federal and/or State laws and/or regulations.

Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM

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

Section 4.3---UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground at no cost to the Town.

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

Section 4.4---**TREE TRIMMING**

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5---**RESTORATION TO PRIOR CONDITION**

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

Section 4.6---**TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of Service.

Section 4.7---**DISCONNECTION AND RELOCATION**

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority and/or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---**SAFETY STANDARDS**

The Licensee shall operate, maintain and remove the Cable System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Cable Division, the FCC, all State, local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---**PEDESTALS**

In any cases in which Pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town rules, DPW regulations and/or by-laws; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile, electronic control box at Town approved locations to be determined when the Licensee applies for a permit. Such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals, and accompanying infrastructure, from the Public Way(s) expeditiously, provided that such removal requirement applies to all users of the Town's Public Ways.

Section 4.10---**PRIVATE PROPERTY**

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

Section 4.11---**RIGHT TO INSPECTION OF CONSTRUCTION**

The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations and shall be conducted with Licensee's designated personnel, except in emergency situations.

Section 4.12---**CONSTRUCTION MAPS**

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant. If changes are made in the Cable System, the Licensee shall notify the Issuing

Authority, and, upon written request, the Licensee shall file updated maps annually, not later than thirty (30) days after a written request.

Section 4.13---**SERVICE INTERRUPTION**

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

Section 4.14---**COMMERCIAL ESTABLISHMENTS**

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

Section 4.15---**"DIG SAFE"**

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

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall make available Basic Service to all Belmont Subscribers, which shall include all Signals which are required to be carried by a Cable Television System serving the Town pursuant to State and federal statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to federal law, all Programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, are at the sole discretion of the Licensee.

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

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

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

Section 5.4---DVD/VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow DVD and/or VCR owners the ability to record and view any channel capable of being tuned by such owner's television set and/or DVD/VCR, except two scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law.

(b) Pursuant to applicable law, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of the Renewal License, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.4(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(d) Pursuant to the rules and regulations of the Cable Division, as may be amended from time to time, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

Section 5.5---**CONTINUITY OF SERVICE**

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

Section 5.6---**FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) Pursuant to M.G.L. 166A, Section 5(e), the Licensee shall continue to provide, install and maintain one (1) Subscriber Cable Drop and Outlet and monthly Basic Service to all police and fire stations, public schools, public libraries and other public buildings along the cable route included in **Exhibit 3**, attached hereto and made a part hereof, and any other public buildings and schools along the cable route as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Basic Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Basic Service and related maintenance.

(b) The Licensee shall supply one (1) Converter for each Outlet provided pursuant to Section 5.6(a), without charge to the Town, if required for the reception of monthly Basic Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such an Outlet, prior to any such installation. The Licensee shall install such Outlet(s) within sixty (60) days of any such requests from the Issuing Authority.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1--- OPERATION OF PEG ACCESS/LO STUDIO

(a) The Licensee shall continue to operate, maintain and staff its PEG Access/LO studio in the Town, at its current location, through and until July 1, 2005. During the period of time that Licensee operates the PEG Access/LO studio, the studio shall continue to be open a minimum of forty (40) hours each week, at such times convenient for Belmont PEG Access Users. On July 1, 2005, which shall be defined as the "PEG Access Transition Date", the Licensee will transition all PEG Access Programming responsibilities to the Issuing Authority or its designee. On the PEG Access Transition Date, the Licensee shall no longer be responsible for PEG Access or Local Origination Programming in Belmont.

(b) Until the PEG Access Transition Date, the Licensee shall continue to provide two (2) PEG Access/LO program persons for Belmont PEG Access/LO Programming service(s). Said persons shall continue to provide support to, and assist and cooperate with, Town personnel and residents in producing and cablecasting events of interest to Belmont Subscribers including, but not limited to, governmental meetings, public hearings, and other Belmont events.

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

Section 6.2---PEG ACCESS CORPORATION

Upon the PEG Access Transition Date, the Issuing Authority or its designee shall commence providing services to PEG Access Users as follows:

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

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

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

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

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

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

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

(8) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.3---PEG ACCESS CHANNELS

(a) The Licensee shall make available to the Issuing Authority and/or the Access Corporation three (3) Subscriber Network Downstream Channels for PEG Access purposes, at no cost to the Town and/or the Access Corporation. Said channels shall be used to transmit non-commercial PEG Access Programming to Subscribers and shall be subject to the control and management of the Access Corporation.

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

Section 6.4---PEG ACCESS ANNUAL FUNDING

(a) The Licensee shall provide annual payments to the Access Corporation, for PEG Access use, equal to four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said annual payments shall be used for, among other things, salary, operating and other related expenses connected with PEG Access Programming and operations. Said payments shall be deemed to be License Fee payments.

(i) The Licensee shall make an initial payment to the Access Corporation in the amount of Eighty Thousand Dollars (\$80,000.00) within sixty (60) days of the Execution Date of this Renewal License. Said \$80,000.00 payment shall be credited equally against the first four (4) quarterly payments to the Access Corporation pursuant to paragraphs (ii), (iii), (iv) and (v) below.

(ii) The Licensee's first quarterly payment to the Access Corporation shall be based on the three-month period from July 2, 2005 through October 1, 2005 and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said first quarterly payment shall then be due and payable to the Access Corporation no later than December 1, 2005.

(iii) The Licensee's second quarterly payment to the Access Corporation shall be based on the three-month period from October 2, 2005 through December 31, 2005 and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said second quarterly payment shall then be due and payable to the Access Corporation no later than March 1, 2006.

(iv) The Licensee's third quarterly payment to the Access Corporation shall be based on the three-month period from January 1, 2006 through March 31, 2006 and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said third quarterly payment shall then be due and payable to the Access Corporation no later than June 1, 2006.

(v) The Licensee's fourth quarterly payment to the Access Corporation shall be based on the three-month period from April 1, 2006 through June 30, 2006 and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said fourth quarterly payment shall then be due and payable to the Access Corporation no later than September 1, 2006.

(vi) Thereafter, Licensee's four and one-half percent (4.5%) payments to the Access Corporation shall continue to be made on a quarterly basis based on the above-referenced three (3) month accounting periods and subsequent sixty (60) day due dates. The final payment shall be based on the period from July 2, 2014 through October 1, 2014, and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said final payment shall then be due and payable no later than December 1, 2014.

(b) The Licensee shall file with each of said Franchise Fee payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 4**. If the Licensee's quarterly payments to the Access Corporation were less than four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Access Corporation no later than its subsequent quarterly payment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) supra.

(c) In no case shall said four and one-half percent (4.5%) payment(s) include (i) the PEG Access Equipment/Capital funding required by Section 6.5 below; (ii) the License Fee payable to the Issuing Authority pursuant to Section 7.1 infra; and/or (iii) any other fees or payments required by applicable law; provided, however, that said four and one-half percent (4.5%) payment shall be a Franchise Fee, as defined, and subject to the five percent (5%) federal cap on such Franchise Fees.

(d) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Access Corporation an amount equal to four and one-half percent (4.5%) of such Person's Gross Annual Revenues. If the Licensee collects revenues for said Person, then the Licensee shall collect said four and one-half percent (4.5%) payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Access Corporation along with the Licensee's four and one-half percent (4.5%) percent PEG Access payments pursuant to Section 7.2(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Service over the System, then the Licensee shall notify any such Person of this four and one-half percent (4.5%) payment requirement and shall notify the Town and the Access Corporation of such use of the Cable System by such Person(s).

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

Section 6.5---PEG ACCESS EQUIPMENT/CAPITAL FUNDING

(a) The Licensee shall provide a total of Four Hundred Thousand Dollars (\$400,000.00), payable to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority, in PEG Access equipment/facilities funding payable as follows:

- (i) Two Hundred Fifty Thousand Dollars (\$250,000.00), within sixty (60) days of the Execution Date of this Renewal License; and
- (ii) Seventy-Five Thousand Dollars (\$75,000.00), no later than twelve months after the Execution Date; and
- (ii) Seventy-Five Thousand Dollars (\$75,000.00) no later than October 2, 2008.

(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 Access Corporation from the date due at the rate of two percent (2%) above the Prime Rate.

Section 6.6---EXISTING PEG ACCESS/LOCAL ORIGINATION EQUIPMENT

(a) No later than the PEG Access Transition Date, the Licensee shall deed over to the Issuing Authority or the Access Corporation, as directed by the Issuing Authority, without warranty, all existing Licensee-owned PEG Access/LO studio and production and associated equipment located at the Belmont PEG Access/LO studio and other Town locations for the amount of One Dollar (\$1.00). The Licensee shall reasonably maintain said equipment, in the same condition as of the day before the Execution Date of this Renewal License, until the PEG Access Transition Date. A list of said equipment is attached hereto as **Exhibit 5**. The Licensee shall not be responsible for equipment replacement, lease, maintenance or operation after the PEG Access Transition Date.

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

Section 6.7---EXISTING TOWN-OWNED PEG ACCESS EQUIPMENT

The PEG Access equipment listed in **Exhibit 6**, attached hereto, belongs to the Town of Belmont. All such equipment shall be left in the PEG Access/LO Studio as of the PEG Access Transition Date.

Section 6.8---PEG ACCESS PAYMENTS

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

Section 6.9---EQUIPMENT OWNERSHIP

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

Section 6.10---ACCESS CHANNEL(S) MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

Section 6.11---ACCESS CABLECASTING

(a) In order that the Access Corporation can cablecast PEG Access Programming over the three (3) PEG Access Channels, all PEG Access Programming shall be modulated by Access Corporation-owned modulators, then transmitted from any location in the Town having Origination Capability to the Headend, Hub Site or other locations which shall be at the sole discretion of the Licensee, on one of the I-Net Upstream Channels made available, without charge, for such purpose. At the Headend, Hub Site or said other location, said PEG Access programming shall be retransmitted in the downstream direction on one of the three (3) Subscriber Network Downstream PEG Access Channels.

(b) The Licensee shall provide Origination Capability to the Town and the Access Corporation, as required in Section 3.2 supra and **Exhibit 1** herein. The Licensee shall continue to provide equipment at the Headend, Hub Site or other location which shall be at the sole discretion of the Licensee in order to receive and process upstream PEG Access Programming from an I-Net channel and route such Programming through the Headend, Hub Site or said other location for distribution to a Subscriber Network PEG Access Channel.

(c) The Licensee shall continue to provide and maintain and/or replace all necessary existing audio and video switching equipment at the Headend, Hub Site or said other location in order to switch an I-Net Upstream Channel Signal from any remote locations with Origination Capability to the designated Subscriber Network Downstream PEG Access Channel.

Section 6.12---CENSORSHIP

Neither the Licensee, the Issuing Authority and/or the Access Corporation shall engage in any program censorship or any other control of the content of the PEG Access Programming on the

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Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

LICENSE FEES

Section 7.1---LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the Annual Support for PEG Access pursuant to Section 6.4 supra and (ii) any License Fees that may be payable to the Town and the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the equipment payments payable to the Issuing Authority or the Access Corporation pursuant to Section 6.5 supra; (iii) the existing PEG Access/LO equipment pursuant to Section 6.6 supra; (iv) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (v) any payments, expenses, or replenishment of the Performance Bond pursuant to Section 9.2 infra.

Section 7.2---PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

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

respect to any such Cable Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

Section 7.4---**LATE PAYMENT**

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

Section 7.5---**RECOMPUTATION**

(a) Tender or acceptance of any payment pursuant to Section 6.4 supra and/or Section 7.1 supra shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide it with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Issuing Authority and/or the Access Corporation, without interest charges of any kind.

Section 7.6---**AFFILIATES USE OF SYSTEM**

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

Section 7.7---**METHOD OF PAYMENT**

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

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

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

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

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

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

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

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation in the amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

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

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

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

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

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned on the faithful performance and discharge of all of the obligations imposed by this Renewal License.

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

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the

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Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the \$50,00.00 required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---REPORTING

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

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

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

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

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

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

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

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing every year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and Complaint response; and Programming; (ii) hear comments, suggestions and/or Complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

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

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

Section 10.3---NONDISCRIMINATION

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

Section 10.4---EMERGENCY REMOVAL OF PLANT

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If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5---**REMOVAL AND RELOCATION**

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

Section 10.6---**INSPECTION**

The Issuing Authority and/or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

Section 10.7---**JURISDICTION**

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court 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.

ARTICLE 11

RENEWAL LICENSE COMPLIANCE/

ISSUING AUTHORITY REMEDIES

Section 11.1---**DETERMINATION OF BREACH**

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

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

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

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (3) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

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

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

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

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

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

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

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

Section 11.2---**LIQUIDATED DAMAGES**

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

(1) For failure to fully operate and maintain the Institutional Network in accordance with Section 3.2 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(2) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the PEG Access provisions in accordance with Article 6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.4 infra, and Exhibit 8 attached hereto, Three Hundred Dollars (\$300.00) per day that any such non-compliance continues.

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

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

Section 11.3---**REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law and subject to the provisions of Section 11.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the

Issuing Authority may revoke the Renewal License granted herein.

Section 11.4---**TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

Section 11.5---**NOTICE OF LEGAL ACTION**

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

Section 11.6---**NON-EXCLUSIVITY OF REMEDY**

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

Section 11.7---**NO WAIVER-CUMULATIVE REMEDIES**

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

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

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

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

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---**CUSTOMER SERVICE OFFICE**

The Licensee shall continue to maintain, operate and staff a walk-in customer service office in the Town of Belmont or in a municipality contiguous to the Town, for the purpose of, among other things (i) receiving customer payments; (ii) receiving returned or exchanged equipment; and (iii) answering inquiries and resolving Complaints. In the event that the Licensee ceases to operate said customer service office in a municipality contiguous to the Town, the Licensee shall then establish, maintain, operate and staff such a customer service office within the Town.

Section 12.2---**TELEPHONE ACCESS**

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

(b) The Licensee's main customer service office(s) shall have a publicly listed local telephone number for its Belmont Subscribers, unless required otherwise to be a local telephone number by applicable law.

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

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer service office is open for business, pursuant to Section 12.1 above, measured on a quarterly basis, under normal operating conditions.

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

Section 12.3---**CUSTOMER CALL CENTER**

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

(b) In the event that the Licensee does not operate its customer call center access lines twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber

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calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4--**INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business morning.

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

(d) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within one hour, concerning such an outage, or when the Licensee has reason to know of such an outage.

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

Section 12.5---**FCC CUSTOMER SERVICE OBLIGATIONS**

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

Section 12.6---**BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 7**,

as the same may exist or be amended from time to time:

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

Section 12.7---**COMPLAINT RESOLUTION PROCEDURES**

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

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

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

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file its Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of its Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

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

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in

good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

Section 12.8---REMOTE CONTROL DEVICES

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

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

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

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

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

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

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

Section 12.11---PRIVACY WRITTEN NOTICE

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

Section 12.12---MONITORING

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written

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

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 12.13---**DISTRIBUTION OF SUBSCRIBER INFORMATION**

The Licensee and its agents and/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 the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 12.14---**POLLING BY CABLE**

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

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

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

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

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

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

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

Section 12.17---**PRIVACY STANDARDS REVIEW**

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

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---**GENERAL**

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

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

Section 13.2---**FINANCIAL REPORTS**

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) a Cable Division Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative.

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

Section 13.3---**CABLE SYSTEM INFORMATION**

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above.

Section 13.4---**IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with the requirements of the Renewal License, the Licensee shall provide the Issuing Authority upon written request, but in no event not more than once annually, with a regional report of telephone traffic, generated from an in-house automated call accounting or call tracking system. Said report shall include the following information and any other information that may be required by applicable law(s): (1) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (2) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time. Said annual In-House Telephone Report(s) shall also contain the Licensee's four (4) quarterly reports consistent with the FCC's quarterly measurement requirements.

Section 13.5---INDIVIDUAL COMPLAINT REPORTS

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

Section 13.6---ANNUAL PERFORMANCE TESTS

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

Section 13.7---QUALITY OF SERVICE

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

Section 13.8---DUAL FILINGS

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

Section 13.9---INVESTIGATION

Subject to applicable law and regulations, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

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

Section 14.2---**NON-DISCRIMINATION**

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

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

Section 15.2---CAPTIONS

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

Section 15.3---SEPARABILITY

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

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

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

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

Section 15.6---WARRANTIES

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

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

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

Section 15.7---FORCE MAJEURE

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

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall 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 15.9---SUBSCRIBER TELEVISION SETS

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

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

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

Section 15.11---**NOTICES**

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

Office of the Board of Selectmen,
Belmont Town Hall,
455 Concord Avenue
Belmont, MA 02478

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

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

with a copy to:

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

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

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

(d) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

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

Section 15.12---**NO RECOURSE AGAINST THE ISSUING AUTHORITY**

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

Section 15.13---TOWN'S RIGHT OF INTERVENTION

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

Section 15.14---TERM

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

EXHIBITS

EXHIBIT 1

INSTITUTIONAL NETWORK BUILDINGS

Public School Buildings:

School Administration Building

Belmont High School

Wellington School

Burbank School

Chenery Middle School

Butler School

Winn Brook School

Municipal Buildings:

Town Hall

Town Hall Annex

Police Station

Belmont Municipal Light Building, 450 Concord Avenue

Belmont Municipal Light Building, 40 Prince St.

Fire Headquarters Building (New, 2006, Trapelo Road)

Main Library

Fire Station – Belmont Center (New, 2006)

Public Works Water Division, Woodland Street

Public Works Main Office

Branch Libraries, Waverly and Benton

Council on Aging, Beech Street (New, 2007)

EXHIBIT 2

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

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

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(See Attached)

EXHIBIT 3

**FREE DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND SCHOOLS**

Public School Buildings:

School Administration Building

Belmont High School

Wellington School

Burbank School

Chenery Middle School

Butler School

Winn Brook School

Municipal Buildings:

Town Hall

Town Hall Annex

Police Station

Belmont Municipal Light Building, 450 Concord Avenue

Belmont Municipal Light Building, 40 Prince St.

Fire Headquarters Building (New, 2006, Trapelo Road)

Main Library

Fire Station – Belmont Center (New, 2006)

Public Works Water Division, Woodland Street

Public Works Main Office

Branch Libraries, Waverly and Benton

Council on Aging, Beech Street (New, 2007)

EXHIBIT 4

GROSS ANNUAL REVENUES REPORTING FORM

**COMCAST
NEW ENGLAND REGION**

TOWN OF BELMONT

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Franchise Fees	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
---------------------	------------------

Access Fee (4.5%)	\$ [enter % of total]
Fee on Fee (4.5%)	<u>\$ [enter % of %]</u>
Access Fee Due	<u>\$ [enter total due]</u>

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

Date:

EXHIBIT 5

PEG ACCESS/LO STUDIO EQUIPMENT LIST

(See Attached)

Belmont Cable Television Renewal License-

Location	Category	Qty.	Deescription	Manufacturer	Model	Serial No.
Belmont Studio			Audio Aplifier	Realistic	SA-150	
Belmont Town Hall			Audio Box	Whirlwind		
Belmont Studio			Audio Mixer	Yamaha	MC-802	HN010129P97
Belmont Studio			Audio Mixer	Shure	M267	
Belmont Town Hall			Audio Mixer	Mackie	MS1402VLZ	BT26826
Belmont Studio		2	Audio Snake	Whirlwind		
Belmont Studio			Cablecast Deck Switcher	Leightronix	Mini-T-Pro	01137MTP
Belmont Studio			Camcorder	Panasonic	AG-450	B1HB00790
Belmont Studio			Camcorder	Panasonic	AG-450	B1HB00789
Belmont Studio			Camcorder	Panasonic	AG-450	B1HB00400
Belmont Studio			Camcorder	Panasonic	AG-456	E7HB00534
Belmont Studio			Camcorder	Panasonic	AG-456	E7HB00580
Belmont Studio			Camcorder	Panasonic	AG-456	E7HB00708
Belmont Town Hall			Camera Controller	Panasonic	WV-CU101	98R04980
Belmont Town Hall			Camera Controller	Panasonic	WV-CU151	98R04835
Belmont Studio			Cassette Deck	Marantz	PMD-501	MZ2009510040126
Belmont Studio			CCU	JVC	RM-P200	
Belmont Studio			CCU	JVC	RM-P200	
Belmont Studio			CD Player	Sony	CDP-XE500	8105464
Belmont Studio			Character Generator	Alphagen	Magic Box	8542635
Belmont Town Hall			Character Generator	Videonics	TM-3000	324875
Belmont Studio			Computer	Compaq	Deskpro	6013DGTZA488
Belmont Studio			Computer	Amiga	2000HD	CA1092B78
Belmont Studio			Computer	Compaq	Deskpro	6906CD4E137
Belmont Studio			Computer	Compaq	Deskpro	6910CD4E572
Belmont Studio		2	Dolly	Bogen	3067	
Belmont Studio		3	Dolly	Bogen	3127	
Belmont Studio		2	Fax Machine	Sharp	UX510A	27147456
Belmont Studio			Light Kit, Portable	Lowell		
Belmont Studio			Microphone	Shure	MX391/0	
Belmont Studio			Microphone	Electro-Voice	635A	
Belmont Studio			Microphone	Electro-Voice	635A	
Belmont Studio			Microphone	Shure	MX3971/0	
Belmont Studio			Microphone, Lavalier	Sony	ECM-44B	
Belmont Studio			Microphone, Shotgun	Audio-Technica	AT835B	
Belmont Studio			Micrphone, Wireless	Shure	LX88-II	701020642
Belmont Studio		2	Monitor, Computer	NEC	Multisync FE700	013599471BFG
Belmont Studio			Monitor, Computer	Magnavox	80	
Belmont Studio			Monitor, Computer	NEC	XV17+	75000121NL
Belmont Studio		3	Monitor, Computer	NEC	XV17+	75008141NL
Belmont Studio		4	Monitor, Video	Sony	PVM-1380	2010189
Belmont Studio			Monitor, Video	Sony	PVM-1380	2014255
Belmont Studio		3	Monitor, Video	JVC	TM-1400SU	9651421
Belmont Studio		1	Monitor, Video	Panasonic	CT-110MA	KA2361753
Belmont Studio			Monitor, Video	Panasonic	CT-110MA	KA2211689
Belmont Studio		4	Monitor, Video	JVC	TM-1400SU	10651602
Belmont Studio		2	Monitor, Video	JVC	TM-1400SU	14551099
Belmont Studio			Monitor, Video	Panasonic	BT-5702N	KA1220020
Belmont Studio		2	Monitor, Video	Panasonic	BT-5702N	KA1220019
Belmont Studio			Monitor, Video	Panasonic	WV-5200BU	18100843
Belmont Studio			Monitor, Video	Panasonic	WV-5200BU	18100844

EXHIBIT 6

TOWN-OWNED PEG ACCESS STUDIO EQUIPMENT LIST

Qty	Equipment	Year Purchased
1	Control Room: Panasonic WJ-MX70 (studio switcher)	2003
2	Control Room: JVC TM-A130SU (preview and program monitors)	2003
1	Control Room: Mackie 1642-VLZPRO (audio board)	2003
1	Control Room: ESE ES-209A Distribution amp	2003
2	Control Room: JVC SR-VS30U MiniDV/SVHS Deck (record & roll-in decks)	2003
4	Control Room/Remote: AudioCom Beltpack BP-1002 (intercom system)	2003
1	Control Room/Remote: AudioCom Power Supply PS-2001L (intercom system)	2003
4	Control Room/Remote: AudioCom Headsets PH-1 (intercom system)	2003
1	Remote: Soundcraft Spirit SX (audio board)	2003
1	Remote: Panasonic WJ-MX30 or equivalent	2003
4	ENG: Tec Nec BPL-1550B (camera case)	2003
4	ENG: Tiffen 58mm sky 1A (filter)	2003
4	ENG: Canon GL-2 (mini-dv camera)	2003
2	ENG: Canon MA-300 (xlr attachment)	2003
8	ENG: Canon BP-945 (batteries)	2003
4	ENG: Bogen 522C zoom-focus controller (one-arm zoom/focus controller)	2003
1	ENG: Bogen 3046 tripod	2003
1	ENG: Bogen 3433 tripod head	2003
1	ENG: Bogen 3502 ball leveler	2003
1	ENG: Bogen 3281 bag	2003
4	ENG: Canon STV250 right angle break out cable	2003
4	ENG: Panasonic AY-DVMCLA cleaning tape	2003
1	Magni Coder Pro Scan Converter MCP2450N	2002
2	SONY PVM-8040 8" TV Monitors	2002
4	Motorola TLK-BLU + TLK226 Walkie Talkies with talb back headsets	2002
3	Shure MX391/0 Surface Mic	2002
3	Shure LX288/SM58 2 mic Wireless System Handheld Transmitter	2002

EXHIBIT 7

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of

specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

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

10.04: Advance Billing and Issuance of Bill

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

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

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

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

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

decision within 30 working days of receipt of the complaint.

- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 8

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

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

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

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

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

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

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

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

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

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

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

(iii) The operator will not be required to acquire equipment or perform surveys to measure

compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

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

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

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

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

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

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

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

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

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

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

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

(3) Installation and service maintenance policies;

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

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

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

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section.

Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with

-Belmont Cable Television Renewal License-

itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

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

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

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

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

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

(4) Definitions--

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

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

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

-Belmont Cable Television Renewal License-

CABLE DIVISION FORM 500

(See Attached)

SIGNATURE PAGE

-Belmont Cable Television Renewal License-

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Belmont, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts III, Inc., this 28th day of February, 2005.

The Town of Belmont, MA

Paul Solomon
Chairman

William Brownsberger

Angelo R. Firenze

BY: The Board of Selectmen,
as Issuing Authority

Comcast of Massachusetts III, Inc.

Kevin Casey
Senior Vice President