

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS III, INC.

DAN H. MYLOTT, MAYOR

CITY OF FITCHBURG, MASSACHUSETTS

SEPTEMBER 27, 2004

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A G R E E M E N T

This Cable Television Renewal License entered into this 27th day of September, 2004, by and between Comcast of Massachusetts III, Inc. ("Comcast"), a Delaware corporation authorized to conduct business in Massachusetts, and the Mayor of the City of Fitchburg, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

WHEREAS, the Issuing Authority of the City of Fitchburg, 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 City of Fitchburg; and

WHEREAS, the Issuing Authority conducted public hearings, pursuant to Section 626 of the Cable Act, on March 24, 2003 and January 5, 2004, to (1) ascertain the future cable related community needs and interests of Fitchburg, and (2) review the performance of Comcast during its current license term; and

WHEREAS, the Issuing Authority provided a Request for Proposal ("RFP") to Comcast on January 15, 2004; and

WHEREAS, Comcast responded to the RFP by submitting a renewal proposal to the Issuing Authority, dated February 12, 2004;

WHEREAS, the Issuing Authority and Comcast mutually agreed to extend the Renewal License in Renewal License Amendments dated September 2, 2003, June 30, 2004 and August 10, 2004; 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 Fitchburg.

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 Fitchburg resident and/or any Persons affiliated with a Fitchburg institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

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

(3) Access Corporation or Non-Profit Access Corporation: An entity, designated by the Issuing Authority of the City of Fitchburg, for the purpose of operating and managing the use of public, educational and governmental access facilities and channels on the Cable Television System.

(4) Affiliate or Affiliated Person: A Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

(5) Basic Service: That service tier required and defined by applicable federal law.

(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 Advisory Committee: The Cable Advisory Committee as appointed and designated by the Issuing Authority.

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

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

- (11) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the City.
- (12) City: The City of Fitchburg, Massachusetts.
- (13) City Counsel: The City Counsel of the City of Fitchburg, Massachusetts.
- (14) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.
- (15) 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.
- (16) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (17) Department of Public Works: The Department of Public Works of the City of Fitchburg.
- (18) DVD: The acronym for a Digital Video Disc player.
- (19) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (20) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.
- (21) Educational Access Channel: A specific channel on the Cable System made available by the Licensee to educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.
- (22) Effective Date of the Renewal License (the "Effective Date"): September 27, 2004.
- (23) Execution Date of the Renewal License (the "Execution Date"): September 27, 2004.
- (243) FCC: The Federal Communications Commission, or any successor agency.
- (25) Government Access Channel: A specific channel on the Cable System made available by the Licensee to the Issuing Authority and/or its designees wishing to present non-commercial programming and/or information to the public.
- (26) Gross Annual Revenues: Revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System for the provision of Cable Service(s) in the City of Fitchburg including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or cable service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees

and/or charges; fees paid on all Subscriber fees; all Commercial Cable Service Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; 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 City 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 Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(27) 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.

(28) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk.

(29) Issuing Authority: The Mayor of the City of Fitchburg, Massachusetts.

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

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

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

(33) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

(34) Normal Business Hours: 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 (1) night per week and/or some weekend hours.

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

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

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

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

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

(40) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

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

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

(43) Prime Rate: The prime rate of interest at the Federal Reserve Bank of Boston.

(44) Public Access Channel: A specific channel on the Cable System made available by the Licensee to the Access Corporation for the use of Fitchburg individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

(45) 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 City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City 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 City greater than those already possessed by the City.

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

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

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

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

(50) State: The Commonwealth of Massachusetts.

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

(52) Subscriber Network: The Cable Television System of at least 750 MHz owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

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

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

(55) 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.

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

(57) Video Origination Hubsite: The Hubsite located at 376 South Street that is used primarily for the switching of the video return line Signals to the appropriate upstream channel(s) that transport said Signal(s) to the Headend.

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 - GRANT OF RENEWAL LICENSE

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 Mayor of the City of Fitchburg, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to own, operate and maintain a Cable Television System within the corporate limits of the City of Fitchburg.

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 City, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain 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 City of Fitchburg within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services in accordance with the laws of the United States of America, the State of Massachusetts and the City of Fitchburg. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons or interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

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

Section 2.2 - TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on September 28, 2004 and expire at midnight on September 27, 2014, unless sooner terminated as provided herein or surrendered.

Section 2.3 - NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the City of Fitchburg; or the right of the Issuing Authority to permit the use of the Public Ways and

places of the City for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

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

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

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

Section 2.4 - POLICE AND REGULATORY POWERS

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

(b) The Issuing Authority shall notify the Licensee of any proposed changes in by-laws and/or regulations pertaining to any material aspect of the Cable System operation hereunder, and shall provide copies of such proposed by-laws to the Licensee upon the Licensee's written request.

Section 2.5 - REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, transmission 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 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 hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to 207 CMR 4.04, as it may be amended, and applicable federal law, in considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider 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 City in and to the Streets and Public Ways or any other rights of the City under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies 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 pursuant to applicable law.

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

Section 2.7 - EFFECT OF 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.

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

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 City a Subscriber Network of at least 750 MHz. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

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

Section 3.2 - EMERGENCY ALERT OVERRIDE CAPACITY

(a) The Subscriber Network, described in Section 3.1 herein, shall continue to have an activated emergency audio alert override of all Downstream Channels, to be controlled remotely by the Issuing Authority, and provided by the Licensee at its sole cost and expense. Said audio override shall continue to conform to the specifications provided by the Licensee. In the event that applicable State and/or federal law makes it unlawful for the Licensee to provide said local emergency audio alert override as required herein, the Licensee shall no longer be required to do so; provided, however, that the Licensee shall notify the Issuing Authority in writing of said State and/or federal law(s).

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

Section 3.3 - PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

Section 3.4 - SYSTEM TECHNICAL SPECIFICATIONS

The Cable Television System shall conform to the FCC technical specifications.

ARTICLE 4

CONSTRUCTION, MAINTENANCE AND OPERATION

Section 4.1 - SERVICE AVAILABILITY

(a) The Licensee shall make its Cable System Service available to residents of the City, within seven (7) business days of a request therefor, subject to paragraph (b) below and Section 4.2 and 4.3, unless the Licensee is 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 ("MDU"). The Licensee shall make its best efforts to obtain such private rights-of-ways and MDU access agreements in the City in order to make Cable Service(s) available to all residents.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (200') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 200' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 200 feet from the existing Trunk and Distribution system.

(c) Notwithstanding the provisions of this Section 4.1 and Sections 4.2 and 4.3 below, the Licensee shall provide Cable Television Service(s) to any residential dwelling units in Downtown Fitchburg that are constructed and occupied, within six (6) months of being notified by the Issuing Authority of any such dwelling units and the occupation thereof.

Section 4.2 - LINE EXTENSION POLICY

(a) Consistent with Section 4.1(b) above, the Cable Television System shall be extended automatically, at the Licensee's sole cost and expense, to any and all areas of the City's Public Ways containing fifteen (15) dwelling units or more per aerial mile or thirty (30) dwelling units or more per underground mile of Cable System plant or fractional proportion thereof in non-underground housing development areas of the City. The Licensee shall apply for permits, if necessary, promptly. Said service shall be made available and fully activated to requesting dwelling units no later than sixty (60) days after all necessary permits are obtained, subject to weather, Force Majeure, and the performance of make ready.

(b) The Cable Television System shall be further extended to all areas in the City that do not meet the requirements of Section 4.2(a) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of dwelling units in such area minus the costs extending service to dwelling units in an area along the Public Ways that meets the fifteen (15) dwelling units per aerial or thirty (30) dwelling units per underground mile of cable plant and/or fractional proportion thereof density requirement specified in subsection (a) above. The

resulting cost shall equal the per dwelling unit contribution relating to line extension of cable service in that particular area of the City, or

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

- * C equals the cost of construction of new plant from existing Cable System plant;
- * LE equals the number of dwelling units requesting service in the line extension area and who subsequently pay a contribution in aid;
- * CA equals the average cost of construction per mile in the primary service area;
- * P equals the fifteen (15) dwelling units per aerial or thirty (30) dwelling units per underground mile of aerial plant; and
- * SC equals the per dwelling unit contribution in aid of construction in the line extension area.

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

Section 4.3 - LINE EXTENSION PROCEDURES

Any dwelling unit owner located in an area of the City without Cable Television Service may request such Service from the Licensee. In areas meeting the requirements of Section 4.2 (a) and (b) above, the Licensee shall extend service to the area promptly, but in no case later than sixty (60) days after all necessary permits are obtained, subject to weather, Force Majeure, and the performance of make ready. The Licensee shall apply to the DPW for permits, if necessary, promptly. In those areas with less than fifteen (15) dwelling units per aerial or thirty (30) dwelling units per underground mile, the Licensee shall, within thirty (30) days following a request for service, conduct a survey to determine the number of homes in the immediate area and shall inform each participating dwelling unit of the contribution in aid of construction (see Section 4.2 (b) above) that will be charged. The Licensee shall apply for pole attachment agreements within sixty (60) days of receiving the contribution in aid of construction from all subscribing dwelling units. Cable Television Service(s) shall be made available and fully activated to all requesting dwelling units who made a contribution in aid of construction within sixty (60) days of receipt of pole attachment agreements by the Licensee, subject to weather, Force Majeure and the performance of make ready.

Section 4.4 - LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate and maintain the Cable Television System within the City of Fitchburg. 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 poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.5 - UNDERGROUND FACILITIES

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

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

(c) The City shall make best efforts to notify the Licensee of any underground grant-of-location requests submitted to the City by a utility.

Section 4.6 - 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 regulations of the City.

Section 4.7 - RESTORATION TO PRIOR CONDITION

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 and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.8 - TEMPORARY RELOCATION

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

Section 4.9 - DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the City, 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 City department acting in a governmental capacity.

Section 4.10 - SAFETY STANDARDS

The Licensee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and lawful 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 4.11 - PEDESTALS

In any cases in which Pedestals housing active and passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable City rules, regulations and/or by-laws. All such Pedestals shall be shown on the construction maps submitted to the City in accordance with Section 4.14 infra.

Section 4.12 - 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 City. The Licensee shall, at its sole cost and expense, 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.

Section 4.13 - 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, except in emergency situations.

Section 4.14 - CONSTRUCTION MAPS

Upon written request, the Licensee shall file with the Issuing Authority strand maps of all 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 4.15 - SERVICE INTERRUPTION

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

Section 4.16 - COMMERCIAL ESTABLISHMENTS

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

Section 4.17 - "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 Fitchburg Subscribers, which shall include all Signals which are required to be carried by a cable television system serving the City pursuant to 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 Fitchburg Programming line-up at least thirty (30) days before any such change is to take place. At the same time, the Licensee shall also provide Subscribers with a channel line-up card or suitable marker showing the new channel line-up.

Section 5.3 - LEASED CHANNELS FOR COMMERCIAL USE

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

Section 5.4 - VCR/DVD 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, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR/DVD users to tape and view any channel capable of being tuned by such owner's television set and/or VCR/DVD, except two scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License.

(b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

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 ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions. When necessary non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

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

(a) The Licensee shall continue to provide and maintain one (1) free 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 System plant route included in **Exhibit 3**, attached hereto and made a part hereof, and shall provide, install and maintain a Subscriber Cable Drop and Outlet and Basic Service to any other public buildings and schools along the Cable System plant route as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the City or any designated institution for said installation and provision of monthly Service and related maintenance.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the City, if necessary for the reception of monthly Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the City 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 Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority, subject to force majeure.

ARTICLE 6
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT

Section 6.1 - ACCESS CORPORATION

The designated Access Corporation shall continue to provide services to public, educational and governmental ("PEG") Access Users as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.2 herein;

(2) Manage annual funding, pursuant to Section 6.3 herein;

(3) Operate and maintain a PEG Access studio, and purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.4 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) Provide publicity, fund-raising, outreach, referral and other support services to PEG Access Users;

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

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

Section 6.2 - PEG ACCESS CHANNELS

(a) Upon the Execution Date of this Renewal License, the Licensee shall continue to make available three (3) Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the City or the Access Corporation and, except as otherwise provided for herein, shall be subject to the control and management of the Access Corporation. Said Access Channels shall be included in the Licensee's Basic Service pursuant to applicable law.

(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 6.3 - ANNUAL SUPPORT FOR PEG ACCESS

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

(b) The Licensee shall not deduct License Fees payable to the City and/or the State and/or the FCC from any of the quarterly payments to the Access Corporation in paragraph (a) above, but shall make any such License Fee payments in addition to said payments to the Access Corporation subject to Section 7.1 infra.

(c) Said four and one-half percent (4.5%) PEG Access payments, pursuant to Section 6.3(a) above, shall be made payable to the Access Corporation on a quarterly basis. The Licensee shall send the payment checks to the Access Corporation at 376 South St., Fitchburg, MA 01420, or any other address provided, in writing, by the Issuing Authority.

(d) In Year One of this Renewal License, the first quarterly payment to the Access Corporation shall be based on the three (3) month period from October 1, 2004 through December 31, 2004 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 forty-five (45) days after the end of said quarterly period, or no later than February 15, 2005. The second Year One quarterly payment to the Access Corporation shall be based on the three (3) month period from January 1, 2005 through March 31, 2005, and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said second payment shall then be due and payable to the Access Corporation no later than May 15, 2005. The third Year One quarterly payment to the Access Corporation shall be based on the three (3) month period from April 1, 2005 through June 30, 2005, and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said third payment shall then be due and payable to the Access Corporation no later than August 15, 2005. The fourth Year One quarterly payment to the Access Corporation shall be based on the three (3) month period from July 1, 2005 through September 30, 2005, and shall constitute four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. Said fourth payment shall then be due and payable to the Access Corporation no later than November 15, 2005. In years thereafter, the Licensee's four and one-half percent (4.5%) payments to the Access Corporation shall continue to be made on the quarterly basis based on the above-referenced three-month accounting periods and forty-five (45) day due dates. The final payment, pursuant to Section 6.4(a) above, shall be based on the three (3) month period from July 1, 2014 through September 26, 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 November 15, 2014.

(e) The Licensee shall file with each of said four and one-half percent (4.5%) quarterly 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(24) *supra*.

(f) In no case shall said four and one-half percent (4.5%) payment(s) include (i) the equipment/facilities funding required by Section 6.4 below; (ii) License Fees payable to the City, the State and/or the FCC pursuant to Section 7.1 *infra* and/or applicable law(s); and/or (iii) any other fees or payments required by applicable law, pursuant to Section 7.1(c) *infra*.

(g) There shall be no charges to the City and/or PEG Access Users for said PEG Access annual funding. In the event that the Licensee externalizes, line-items and/or otherwise passes-through such PEG Access annual funding costs to Subscribers, the Licensee may only do so, including, but not limited to, computation, collection, and/or interest paid on and allocation of any such costs, in compliance with applicable laws and/or regulations.

(h) 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%) access payments pursuant to Section 6.4(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 Issuing Authority and the Access Corporation of such use of the Cable System by such Person(s).

(i) 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 6.4 - PEG ACCESS EQUIPMENT/FACILITIES FUNDING

(a) The Licensee shall provide a total of Five Hundred Fifty Thousand Dollars (\$550,000.00), payable to the Access Corporation, for PEG Access equipment/facilities funding, within ninety (90) days of the Execution Date of this Renewal License.

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

(c) In no event shall said \$550,000.00 equipment/facilities funding be counted against either the annual PEG Access funding, required by Section 6.3(a) above, and/or any Franchise or License Fee payment, required by Section 7.1 *infra*, and/or any other fees or payments required by applicable

law. The Licensee may externalize such costs in compliance with applicable law(s), as may be amended from time to time.

Section 6.5 - ACCESS CORPORATION STUDIO MOVE

Should the Access Corporation decide to relocate its studio facilities, it may utilize any available capital funds pursuant to Section 6.4(a), or unused operating expenses pursuant to Section 6.3(a) to pay for the cost of relocating the video origination lines to the new facility. The Issuing Authority agrees that the Video Origination Hubsite can remain at 376 South St. for the term of this License. Should the Access Corporation desire to move its studio, the following process shall apply:

- (1) Comcast shall provide a written estimate of the cost of providing such video origination connection within forty-five (45) days of receipt of a request from the Issuing Authority.
- (2) Within forty-five (45) days of the Issuing Authority's receipt of the written estimate from the Licensee, the City shall issue a payment in the full amount of the estimate to Comcast.
- (3) Upon receipt of said payment from the City, Comcast will order equipment and begin the construction process.
- (4) As soon as practicable but no later than one hundred eighty (180) days of receipt of such payment, Comcast shall construct, install and provide such video origination connection to the new FATV Studio, subject to Force Majeure.

Section 6.6 - PEG ACCESS PAYMENTS

The quarterly payments required in Section 6.3 supra and the equipment payments required in Section 6.4 supra shall be made by the Licensee directly to the Access Corporation.

Section 6.7 - EQUIPMENT OWNERSHIP

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

Section 6.8 - ACCESS CHANNEL(S) MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that such channels are maintained at standards commensurate with those which 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 6.9 - ACCESS CABLECASTING

(a) In order that the City and the Access Corporation can cablecast PEG Access Programming over the three (3) PEG Access Channels, all PEG Access programming shall be modulated, then transmitted from any location in the City with Origination Capability to the Video Origination Hub Site, on upstream bandwidth made available, without charge, for such purpose. At the Video Origination Hub Site, said Access programming shall be retransmitted to the Headend where said Access programming will be automatically switched to one of the three (3) Downstream PEG Access Channels. Any manual switching shall be the responsibility of the Access Corporation.

(b) The Licensee shall provide Origination Capability to the City and the Access Corporation, to the locations in **Exhibit 5**. The Licensee shall continue to provide processing and switching equipment at the Video Origination Hubsite in order to receive and process upstream programming and routing such programming through the Video Origination Hub Site, then upstream to the Headend, for distribution to the Subscriber Network.

(c) The Licensee shall continue to provide and maintain and/or replace all necessary existing switching equipment at the Video Origination Hub Site and the Headend in order to switch Upstream Signals from any remote locations with Origination Capability to the designated Downstream Access Channel.

Section 6.10 - CENSORSHIP

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

ARTICLE 7

LICENSE FEES

Section 7.1 - LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the City, throughout the term of this Renewal License, a 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) In the event that the City can collect a License Fee in the future expressed as a percentage, the Licensee shall (i) immediately commence paying such a percentage License Fee to the City in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's regional financial representative documenting, in reasonable detail pursuant to Section 12.3(b) *infra*, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the City annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) 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 City 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 City because of late payments; (ii) the equipment payments payable to the Issuing Authority or the Access Corporation pursuant to Section 6.4 *supra*; (iii) the costs related to any liquidated damages pursuant to Section 11.2 *infra*; and (iv) 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 City 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 Licensee or any Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of

the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability 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 or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

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 7.2 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the City pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the City pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.5 - RECOMPUTATION

(a) Tender or acceptance of any payment made pursuant to Section 6.3 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 request from the Issuing Authority to provide the City 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 may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the City, 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 City 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 Fitchburg.

Section 7.7 - METHOD OF PAYMENT

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

ARTICLE 8

RATES AND CHARGES

Section 8.1 - RATE REGULATION

The City 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 6**.

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

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 City as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the City 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 per occurrence (\$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 an amount not less than One Million Dollars per occurrence (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation in 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 City and shall not call on the City's insurance for contributions.

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

Section 9.2 - PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the City, throughout the term of the Renewal License, a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be upon the terms and conditions specified in M.G.L. c. 166A, § 5(k) and the faithful performance and discharge of all obligations of this Renewal License, subject to the provisions of Sections 11.1 & 11.2 infra.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, pursuant to M.G.L. c. 166A, § 5(f) and Section 2.5, supra, and shall be conditioned that in the event that the Licensee shall fail to

comply with any one or more of the terms and conditions of the bond, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of the Renewal License and thereafter until the Licensee has satisfied all of its obligations to the City pursuant to the terms and conditions of such bond. In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the \$100,000 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 (i) all insurance policies and (ii) 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 City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, 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 all 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 his 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, among other things, (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; and (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 construction, 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 City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within 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 City Clerk's Office. If non-compliance is found which could 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 City, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination for the term of this Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the City, 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 City 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 or his designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the City 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 State 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

DETERMINATION OF BREACH

LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 11.1 - DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of 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 (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

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

Section 11.2 - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee 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 activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(2) For failure to comply with the technical standards, pursuant to Section 3.4 herein and Exhibit 1 attached hereto, Three Hundred Dollars (\$300.00) per day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 2.6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access programming and equipment provisions in accordance with the requirements in Article 6 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and Exhibit 7 attached hereto, Two Hundred Dollars (\$200.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Cable Drops and/or Outlets in accordance with Section 5.6 herein and/or Exhibit 3 hereto, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day that any of said reports are not submitted as required.

(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 City, 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; and/or (iii) the expiration of the term of this Renewal License. In the event of any termination, the City 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 City 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 City 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 City 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, the City or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the Issuing Authority, City or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the City 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 City 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

(a) For the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff, with a minimum of one (1) full time equivalent staff person, a full-time customer service office within five (5) miles of the City of Fitchburg City Hall, at 718 Main Street, which office shall be open for walk-in business Monday through Friday, excluding holidays, during Normal Business Hours, including one evening per week and/or some weekend hours, for the purpose of, among other things, exchanging/replacing customer equipment; receiving all customer inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions; and answering general inquiries.

(b) Said customer service office location in the City may be changed at the sole discretion of the Licensee; provided, however, that (i) the Licensee shall give the Issuing Authority at least sixty (60) days advance, written notice of any such change(s); and (ii) without prejudice to the Licensee's discretion, the Licensee shall take into account and consider in good faith any possible concerns raised by the Issuing Authority regarding such possible new location.

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

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

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

Section 12.3 - CUSTOMER SERVICE CALL CENTERS

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

(b) In the event that the Licensee does not operate its customer service 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 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, 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 7**.

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 6**, 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 his or her 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 his or her 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 his designee(s) determines it to be in the public interest, the Issuing Authority or his 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 his designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or his 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 City 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 City, 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.

(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 City any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the City pertaining to the subject matter of 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 its counsel, who shall confer with the City Solicitor for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2 - FINANCIAL REPORTS

(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) with the 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 Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide, upon written request of the Issuing Authority, but not more than once annually, the Issuing Authority with a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports 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 (90) percent 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 (3) percent of the time.

Section 13.5 - INDIVIDUAL COMPLAINT REPORTS

The Licensee shall, within ten (10) business days after receiving a written request from the City, 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 - CABLE DIVISION SUBSCRIBER COMPLAINT REPORTS

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of the Cable Division Form 500, a copy of which is attached hereto as **Exhibit 8**, to the Issuing Authority or its designee(s).

Section 13.7 - 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 13.8 - 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 13.9 - 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 13.10 - INVESTIGATION

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

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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 in the State of Delaware, validly existing and in good standing under the laws of the State; and

(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.

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

(iv) There is no action or proceedings pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of this Renewal License; and

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

Section 15.7 - FORCE MAJEURE

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

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

All of the provisions in this Renewal License shall apply to the City, 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 Mayor, City of Fitchburg, City Hall, 718 Main Street, Fitchburg, Massachusetts 01420, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the City Solicitor. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Director of Government Affairs, Comcast of Massachusetts, Inc., 4 Lyberty Way, Westford, Massachusetts 01886, with copies to the Vice-President of Government Relations, Comcast, 676 Island Pond Road, Manchester, New Hampshire 03109 and a copy to Comcast Cable Communications, Inc., Attention: Government Affairs Department, 1500 Market Street, Philadelphia, Pennsylvania 19102, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) 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.

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 City 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 - CITY'S RIGHT OF INTERVENTION

The City 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.

EXHIBIT 1

FCC TECHNICAL SPECIFICATIONS

TITLE 47—TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

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

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

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

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

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

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

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

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

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

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and

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processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	limit (micro-volt/	Signal leakage Distance in meters (m) meter)
-------------	-----------------------	--

Less than and including 54 MHz, and over 216 MHz	15	30
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(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

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

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

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

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

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

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

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

EXHIBIT 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.

(To Be Inserted By Comcast)

EXHIBIT 3

FREE DROPS, OUTLETS AND MONTHLY CABLE SERVICE
TO PUBLIC BUILDINGS AND SCHOOLS

The following public buildings and schools shall receive the following Drops and/or Outlets and monthly Cable Service at no charge:

Senior Center	14 Wallace Avenue
Fitchburg District Court	30 Wallace Ave.
Our Father's House	55 Lunenburg St.
Fire Station	John Fitch Highway
Fire Station	33 North St.
Fire Station	231 Fairmont
Fire Dispatch	42 Elm St.
DPW	301 Broad St.
City Hall	718 Main St.
Library	610 Main St.
Luk Crisis	56 Orange St.
Luk Inc.	27 Myrtle St.
Neighborhood Center	85 Fairmount St.
Police Station	20 Elm St.
Wallace Civic Center	John Fitch Highway
Cemetery Dept.	Mt. Elam Rd.
Fitchburg Housing Authority	50 Day St.
Crocker Field	Westminster St.
Wallace Civic Center	John Fitch Highway
Cemetery Dept.	Mt. Elam Rd.
Fitchburg Housing Authority	50 Day St.
Fitchburg State College	160 Pearl St.
St Bernard's School	45 Harvard St.
Fitchburg High School	740 Richardson Rd.
B.F. Brown School	Academy St.
Crocker School	Bigelow Rd.

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Fitchburg Elementary	1011 Water St.
Goodrich School	Goodrich St.
Hosmer School	110 South St.
McKay School	160 Pearl St.
Memorial Jr. HS	615 Rollstone St.
Reingold School	70 Reingold Ave
South St. School	368 South St.
St. Anthony's School	123 Salem St.
Montachusett Voc Tech HS	1050 Westminster St.

EXHIBIT 4

GROSS ANNUAL REVENUES REPORTING FORM

**COMCAST
NEW ENGLAND REGION**

CITY OF FITCHBURG

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

ORIGINATION LOCATIONS

Origination Locations Active as of the Execution Date:

(1) City Hall**	718 Main St.
(2) FATV Studio	376 South St. (Hubsite location)
(3) Crocker Field**	25 Circle St.
(4) Fitchburg High School	740 Richardson Rd.
(5) Memorial Intermediate School	615 Rollstone St.
(6) St. Bernard's Athletic Center**	260 Summer St. (To be re-activated no later than 12/31/04)

The construction of the following ten (10) locations and the re-routing to the Video Origination Hubsite of the locations marked "***" above are subject to written notice in accordance with the Agreement dated September 27, 2004 between the Issuing Authority and the Licensee.

(1) Wallace Civic Center	1000 John Fitch Highway
(2) Fitchburg State College Headend	160 Pearl St.
(3) Central Fire Station	33 North St.
(4) North Central Charter School	1 Oak Hill Rd.
(5) Montachusett Voc Tech HS	1050 Westminster St.
(6) St. Bernard's High School	45 Harvard Street
(7) Fitchburg State College	Elliott Field Pearl Hill Rd.
(8) Riverfront Park	Boulder St.*
(9) Fitchburg Art Museum	185 Elm St.
(10) FATV Studio, as relocated	To be determined

{* A weather-proof enclosure with 110 volt electrical outlet needs to be provided by the City for this video return line location.}

EXHIBIT 6

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

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

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

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

10.03: Form of Bill

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

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.

- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

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

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

10.06: Charges for Disconnection or Downgrading of Service

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

10.07: Billing Disputes

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

10.08: Security Deposits

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

EXHIBIT 7

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--CABLE TELEVISION SERVICE
Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) Customer service center and bill payment locations will be open at least during normal

business hours and will be conveniently located.

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

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

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

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

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

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

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

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

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

(4) Definitions--

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

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

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

EXHIBIT 8

CABLE DIVISION FORM 500

Please see the following page(s).

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Mayor of the City of Fitchburg, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts III, Inc., this 27th day of September, 2004.

The City of Fitchburg, MA

Dan H. Mylott, Mayor

Comcast of Massachusetts III, Inc.

Kevin M. Casey
Senior Vice President
New England Region