

**AT&T Broadband**6 Campanelli Drive
Andover, MA 01810

Phone 978 683-5500

Fax 978 683-6631

Human Resources Fax 978 975-8732

Legal Fax 978 683-7057

Marketing Fax 978 683-8379

July 3, 2001

VIA AIRBORNE EXPRESS

Board of Selectmen
Town of Longmeadow
20 Williams Street
Longmeadow, MA 01106**Re: Longmeadow Renewal Cable Television License**

Dear Chairman and Members of the Board:

Enclosed please find two (2) fully executed originals of the Cable Television Renewal License between the Town of Longmeadow and MediaOne of Western New England, Inc., offering services as AT&T Broadband, dated June 29, 2001. The term is for ten (10) years commencing on June 29, 2001 and expiring at midnight on June 28, 2011.

If you have any questions, please feel free to contact me. Thank you.

Sincerely,

Ronni A. Ricker
Coordinator of Legal
& Regulatory Affairs

/rar

Enc.

cc: Peter J. Epstein, Esq. – Epstein & August, LLP
Cable Advisory Committee - c/o Town Hall
Brian Merrick - Massachusetts Cable Television Division Municipal Liaison
Mark Reilly, Esq. - AT&T Broadband Vice President of Law & Public Policy (3rd original)
Elizabeth Graham, Esq. - AT&T Broadband Director of Government Affairs
Dan Glanville, Esq. - AT&T Broadband Manager of Government Affairs (4th original)
AT&T Broadband Accounting Dept.
AT&T Broadband Corporate Law Dept.



59112708 675

Ship. # 59112708-675 Svcs. EXP
Desc. LEGAL
Bill Ref. LICENSE07/03/01 Wt. 1-E
Dims
Bill To

1 Pc

2001 (10/98) W SENDER'S COPY

Zip/Postal Code 01106
Chg. \$4.73



CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

MEDIAONE OF WESTERN NEW ENGLAND, INC.,

OFFERING SERVICES AS AT&T BROADBAND

THE BOARD OF SELECTMEN

TOWN OF LONGMEADOW,

MASSACHUSETTS

JUNE 29, 2001

TABLE OF CONTENTS

(To Be Inserted)

EXHIBITS

Institutional Network Buildings	Exhibit 1
Institutional Network Operational Standards	Exhibit 2
VCR Policies and Options	Exhibit 3
Free Drops and Monthly Service to Public Non-School Buildings	Exhibit 4
Free Drops and Monthly Service to Public Buildings and Schools	Exhibit 5
Gross Annual Revenues Reporting Form	Exhibit 6
207 CMR 10.00	Exhibit 7
FCC Customer Service Obligations	Exhibit 8
Cable Division Form 500	Exhibit 9

A G R E E M E N T

This Cable Television Renewal License entered into this 29th day of June, 2001, by and between the Board of Selectmen of the Town of Longmeadow, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and AT&T Broadband ("AT&T").

W I T N E S S E T H

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

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act, on June 21, 2000, in order to (1) ascertain the future cable related community needs and interests of Longmeadow, and (2) review the performance of Continental Cablevision of Western New England, Inc. and MediaOne of Western New England, Inc. (predecessors to AT&T) during its then-current license term; and

WHEREAS, the Issuing Authority submitted a Community Needs Document to MediaOne of Western New England, Inc. on December 29, 1999; and

WHEREAS, MediaOne of Western New England, Inc. submitted its response to the Community Needs Document and the Massachusetts Cable Division Form 100 to the Town of Longmeadow, dated March 29, 2000, for a renewal license to operate and maintain a Cable Television System in the Town of Longmeadow; and

WHEREAS, the Issuing Authority consented to a request to transfer the then-current renewal license from MediaOne of Western New England, Inc. to AT&T; and

WHEREAS, the Issuing Authority and AT&T did engage in good faith negotiations and did agree on terms and provisions for AT&T's continued operations and maintenance of its Cable Television System in the Town of Longmeadow.

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. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Longmeadow resident and/or any Persons affiliated with a Longmeadow 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, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

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

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

(5) Basic Service: Any service tier which includes the retransmission of local television broadcast Signals and Public, Educational and Governmental Access Channels.

(6) CMR: The 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, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

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

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

-Town of Longmeadow Cable Television Renewal License-

(10) Cable Modem: A device connecting Subscribers to interactive services over the Cable System.

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

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

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

(14) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Longmeadow, Massachusetts.

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

(17) Drop or Cable Drop: The coaxial cable that connects an Outlet to the Cable System.

(18) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to Longmeadow educational institutions, educators and/or the Access Corporation for the presentation of non-commercial educational programming and information to the public.

(19) Execution Date of Renewal License (the "Execution Date"): June 29, 2001.

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

(21) Franchise-Related Cost Settlement ("FRC Settlement"): The Franchise-Related Cost Settlement Agreement between AT&T of Massachusetts, Inc. and a number of municipalities, which Agreement was accepted by the Cable Division, dated November 13, 1997.

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

(23) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable System for the provision of Cable

-Town of Longmeadow Cable Television Renewal License-

Service(s) over the Cable System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; revenues received from all Cable Modem Services, unless a court of competent jurisdiction or a regulatory body of appropriate jurisdiction makes a final ruling that such Cable Modem Service is not legally deemed to constitute a Cable Service; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases or sales; studio and other facility and/or equipment rentals; advertising revenues; and all other revenue(s) derived by the Licensee from the sale of products in any way advertised or promoted on the Cable System. In the event that an Affiliate and/or any other Person 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 or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenues of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(24) 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.

(25) Hub or Hub Site: A sub-Headend, generally located within a Cable System 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.

(26) Institutional Network: The separate 550 MHz cable, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority, its designees and/or Town departments.

(27) Internet: The world-wide computer network.

(28) Issuing Authority: The Board of Selectmen of the Town of Longmeadow, Massachusetts.

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

-Town of Longmeadow Cable Television Renewal License-

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

(31) Licensee: MediaOne of Western New England, Inc., offering services as AT&T Broadband, or any successor or transferee in accordance with the terms and conditions in the Renewal License.

(32) Multichannel Video Programming Provider: A Person who or which makes available to residents in Longmeadow multiple channels of Video Programming.

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

(34) Outlet: An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for Users.

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

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

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

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

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

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

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

(42) Prime Rate: The prime rate of interest, at FleetBoston.

(43) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for the presentation of non-commercial public access programming and/or information to the public.

(44) 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,

-Town of Longmeadow Cable Television Renewal License-

tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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

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

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

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

(49) State: The Commonwealth of Massachusetts.

(50) Subscriber: Any Person, firm, corporation or other entity, located in Longmeadow, 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.

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

(52) Town: The Town of Longmeadow, Massachusetts.

(53) Town Counsel: The Town Counsel of the Town of Longmeadow, Massachusetts.

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

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

(56) 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.

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

(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 Board of Selectmen of the Town of Longmeadow, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of Longmeadow.

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

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

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

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on June 29, 2001 and shall expire on June 28, 2011, 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

-Town of Longmeadow Cable Television Renewal License-

any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Longmeadow; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

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

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

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(b)(i) above.

(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.

(d) In the event that a Multichannel Video Programming Provider, which is (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall

-Town of Longmeadow Cable Television Renewal License-

provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 13.1 infra.

(ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(d)(i) above.

(iv) As of the Execution Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Provider(s), which are (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

Section 2.4---POLICE AND REGULATORY POWERS

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

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, 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, or control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a

-Town of Longmeadow Cable Television Renewal License-

written application therefor on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Subject to applicable law, in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under law.

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

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

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

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

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

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

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

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate, maintain and make available to all residents of the Town its existing two-way 750 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall be fully capable of carrying at least ninety (90) NTSC video channels in the downstream direction. Said 750 MHz Cable System is designed for 550 MHz of Signal transmissions, with 200 MHz reserved for future digital transmission(s), which may be subject to change at the discretion of the Licensee.

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

Section 3.2---INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain, without charge(s) to the Town for such network, its existing, separate 550 MHz, single mid-band split Institutional Network ("I-Net") to be utilized by the Town. Said I-Net shall continue to utilize 5 to 186 MHz for upstream transmissions and 222 to 550 MHz for downstream transmissions. Typical amplifier cascades shall be six (6) to eight (8) amplifiers deep. I-Net equipment shall be Scientific Atlanta trunk amplifiers with up to two (2) distribution amplifiers in cascade from the bridger output. Hybrid Fiber Coax ("HFC") architecture shall be utilized. The I-Net turn-around point shall be established within the Town of Longmeadow within one (1) of the I-Net Buildings. A fiber link shall continue to be utilized and operated between the master Headend facility and said turn-around point.

(b) The I-Net shall be capable of transmitting between the Town buildings and other institutions specified in **Exhibit 1**, attached hereto, ("I-Net Buildings"), among other things, (1) electronic mail; (2) data; (3) interactive teaching; (4) Internet services; (5) energy management monitoring; (6) security monitoring of municipal buildings; (7) fire detection; and (8) municipal training. Designated Users shall be able to transmit to other institutions using a modulator, modem and/or other necessary equipment, provided by the Town.

(c) The I-Net shall continue to be fully capable of managing and transmitting computer and data traffic, at up to and including Ethernet speeds, which speeds shall be up to and including ten Megabits (10 MGBS) per second.

(d) Said I-Net shall be operated, maintained and serviced by the Licensee pursuant to **Exhibit 2**, attached hereto and made a part hereof. The Licensee and a representative from the Town shall meet to discuss operation of the I-Net pursuant to **Exhibit 2**. The Licensee shall not interfere with any existing I-Net equipment owned by the Town, pursuant to **Exhibit 2**.

-Town of Longmeadow Cable Television Renewal License-

(e) The Licensee shall continue to provide and maintain, free of charge, an activated I-Net Drop and existing Outlets to each of the I-Net Buildings listed in **Exhibit 1** of this Renewal License.

(f) The I-Net shall continue to be interconnected with the Subscriber Network at the Headend. All remote I-Net Signals shall be sent on an Upstream Channel to the Headend, where such Signal(s) shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall be responsible for the automatic switching of all I-Net Upstream Signals to the appropriate Subscriber Network Downstream Channels. Said Signal switching shall be performed by the Licensee at no cost to the Town and/or other I-Net User(s).

(g) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.

(h) The I-Net shall be operated and maintained, at a minimum, in compliance with the FCC's Technical Specifications. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly.

(i) Possible charges and/or costs to the Issuing Authority and/or the Town, and possible externalized, line-itemed and/or passed-through costs to Subscribers for the continued operation, maintenance and use by the Town of the I-Net shall be in accordance with Section 8.5 infra.

Section 3.3---**PARENTAL CONTROL CAPABILITY**

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

Section 3.4---**EMERGENCY ALERT SYSTEM**

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations. The Licensee shall provide appropriate training to the Town Administrator and/or her or his designee(s) in the use of the EAS.

Section 3.5---**SYSTEM TECHNICAL SPECIFICATIONS**

At all times throughout the Renewal License, the Licensee shall conform with all applicable FCC technical standards.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1---AREA TO BE SERVED

(a) The area to be served is the entire Town of Longmeadow.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred feet (200') from the existing Trunk and Distribution System and additions thereto.

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

(d) Installation charges shall be consistent with federal and State regulations.

Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM

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

Section 4.3---UNDERGROUND FACILITIES

(a) In the areas of the Town 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.

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

Section 4.4---TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of

-Town of Longmeadow Cable Television Renewal License-

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

Section 4.5---RESTORATION TO PRIOR CONDITION

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

Section 4.6---TEMPORARY RELOCATION

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

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical

-Town of Longmeadow Cable Television Renewal License-

Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---PEDESTALS

In any cases in which Pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations. Pedestals shall be flush at ground level, at Town-approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.11 infra. If required by applicable regulations and/or local by-laws, abutters shall be notified of such new Pedestals and given an opportunity to comment prior to any approval by the Town.

Section 4.10---PRIVATE PROPERTY

The Licensee shall promptly repair or replace all private property, to its previous condition, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 4.11---CABLE SYSTEM MAPS

The Licensee shall file with the Issuing Authority or its designee strand maps of the Cable System plant by electronic means, if the Licensee has such capability. If changes are made in the Cable System, upon request, the Licensee shall file updated strand maps annually, not later than thirty (30) days after any such request.

Section 4.12---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over one (1) of the Cable System's local channels, including a bulletin-board notice.

Section 4.13---COMMERCIAL ESTABLISHMENTS

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

-Town of Longmeadow Cable Television Renewal License-

Section 4.14---**SERVICE OUTAGE NOTIFICATION**

Upon written request, the Licensee shall provide a written explanation of any service outages in the Town to the Issuing Authority or its designee(s).

Section 4.15---**DIG SAFE**

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

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide Basic Service to all Subscribers in the Town pursuant to applicable 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 carried on the Cable System.

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

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

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

Section 5.4---VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request accessories and written procedures which will allow VCR owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said accessory equipment and written procedures shall be available to all Subscribers. Attached hereto, as **Exhibit 3**, are the different options available to all subscribers in writing with the applicable charges, if any, on an annual basis.

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

-Town of Longmeadow Cable Television Renewal License-

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

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

Section 5.5---CONTINUITY O SERVICE

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

Section 5.6---FREE DROPS & MONTHLY SERVICE TO PUBLIC NON-SCHOOL BUILDINGS

(a) The Licensee shall provide, install and maintain a free Subscriber Cable Drop and/or Outlet and its monthly Basic Service, or its equivalent, to all police and fire stations, public libraries and other public buildings along its cable routes included in **Exhibit 4**, attached hereto and made a part hereof, and any other public buildings as designated by the Issuing Authority now or in the future. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town and/or any designated institution for the installation and provision of monthly Cable Service and related maintenance.

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

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

(d) There shall be no charges to the Issuing Authority or the Town for the installation, maintenance, and/or repair of additional Drops and/or Outlet(s) to public buildings. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item or otherwise pass-through any such additional Drop/Outlet costs to

-Town of Longmeadow Cable Television Renewal License-

Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection, and/or interest paid on and allocation of any such costs, strictly in compliance with said laws and/or regulations.

(i) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized, line-itemed or passed-through additional Drop and/or Outlet costs, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, within thirty (30) days of a request to do so by the Issuing Authority.

(ii) Pursuant to applicable law, the Issuing Authority has the right to appeal to the appropriate jurisdiction(s) any such externalized, line-itemed and/or passed-through costs.

Section 5.7---**FREE DROPS AND MONTHLY SERVICE TO SCHOOLS**

(a) The Licensee shall provide its monthly Basic Service, or its equivalent, to all schools listed in **Exhibit 5**, attached hereto and made a part hereof, as well as to those Drops and/or Outlets to be added, as described below, as well as any new school buildings along its cable routes.

(b) The Longmeadow School Department (the "School Department") may request a maximum of eighty-one (81) additional Outlets, in the Longmeadow High School, to the Subscriber Network and/or the I-Net.

(c) The exact locations of said Drops and Outlets shall be designated by the School Department. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

(d) There shall be no charges to the Issuing Authority, the Town, the School Department and/or Subscribers for the installation, maintenance, and/or repair of the total number of Outlet(s), as required herein, to School buildings.

Section 5.8---**FREE INTERNET SERVICE TO LONGMEADOW SCHOOLS**

(a) The Licensee shall provide one (1) free high-speed Internet connection and one (1) free Cable Modem to each Longmeadow school through June 30, 2002.

(b) The Licensee agrees that the Town may utilize a single Cable Modem to provide high-speed Internet access to multiple computers via a networking device. The Town recognizes that said networking device and network specifications must conform with the Licensee's technical requirements. Costs for such school networking, if any, are at the Schools' sole cost.

-Town of Longmeadow Cable Television Renewal License-

(c) There shall be no charges to the Issuing Authority, the Town and/or its departments, and/or the School Department for the Internet Service(s) provided pursuant to this Section 5.8, nor shall the Licensee externalize, pass-through and/or line-item any such costs through to, and/or onto Subscriber bills.

Section 5.9---CHANGES IN CABLE TELEVISION TECHNOLOGY

At the annual performance evaluation hearing(s), pursuant to Section 10.2 infra, the Licensee shall review with the Issuing Authority, and/or its designee(s), changes in relevant Cable System technology (as defined below) that might benefit Longmeadow Subscribers. For purposes of this Section 5.9, "relevant Cable System technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said annual performance evaluation hearing. Such technologies shall include, but not be limited to, Subscriber Converters optimally compatible with VCRs and cable-ready television sets, high definition television, digital compression and Services, remote control devices and new Scrambling/descrambling processes.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---ACCESS CORPORATION

The Access Corporation shall provide services to PEG Access Users and the Town, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users, in accordance with available funding;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and
- (9) Accomplish such other tasks as appropriate and necessary.

Section 6.3---PEG ACCESS CHANNELS

(a) For the entire term of this Renewal License, the Licensee shall continue to make available to the Town and/or the Access Corporation three (3) full-time Downstream Channels for PEG Access purposes.

-Town of Longmeadow Cable Television Renewal License-

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, Town, the Access Corporation and/or Subscribers, and shall be subject to the control and management of the Access Corporation.

(c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, without the advance, written notice to the Issuing Authority and the Access Corporation.

Section 6.4---**ANNUAL SUPPORT FOR PEG ACCESS**

(a) The Licensee shall provide an annual payment to the Access Corporation, for PEG Access purposes, equal to four and one-quarter percent (4.25%) of the Licensee's Gross Annual Revenues.

(b) Said four and one-quarter percent (4.25%) PEG Access payments shall be on a bi-monthly basis: (i) on March ~~15th~~^{15th} for the preceding two (2) month period of January and February; (ii) on May 15th for the preceding two (2) month period of March and April; (iii) on July ~~15th~~^{15th} for the preceding two (2) month period of May and June; (iv) on September ~~15th~~^{15th} for the preceding two (2) month period of July and August; (v) on November ~~15th~~^{15th} for the preceding two (2) month period of September and October; and (vi) on January ~~15th~~^{15th} for the preceding two (2) month period of December and January. The first payment pursuant to this Renewal License shall be made to the Access Corporation on September 15, 2001, and cover the preceding period from the Execution Date forward. The Licensee shall make a final payment to the Access Corporation on July 11, 2011 for the preceding two (2) month period of May and June, 2011.

(c) Commencing on the first day of Year Five of this Renewal License and thereafter for the remaining term of this Renewal License, the Licensee shall increase its annual funding to the Access Corporation to four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues. The Licensee shall continue to make its payments to the Access Corporation on a bi-monthly basis, on the same dates listed in Section 6.4(b) above.

(d) The Licensee shall file with each of the payments pursuant to paragraphs (a), (b) and/or (c) above 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 specified periods, as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 8**. If the Licensee's bi-monthly payments to the Access Corporation were less than the required percentage for the reporting period, it shall pay any balance due to the Access Corporation no later than its subsequent bi-monthly payment. Said statement shall list all of the general categories comprising Gross Annual Revenues.

(e) 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 an

-Town of Longmeadow Cable Television Renewal License-

amount equal to the percentages required by paragraphs (a), (b) and/or (c) above of such Person's Gross Annual Revenues.

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of three percent (3%) above the Prime Rate.

Section 6.5---CAPITAL/EQUIPMENT PAYMENTS

(a) The Licensee shall make payments to the Access Corporation in the amount of Three Hundred Ten Thousand Dollars (\$310,000.00), for capital/equipment purposes, on the following dates:

(i) One Hundred Thousand Dollars (\$100,000.00) payable to the Access Corporation no later than August 15, 2001; and

(ii) One Hundred Sixty Thousand Dollars (\$160,000.00) payable to the Access Corporation no later than July 15, 2003; and

(iii) Fifty Thousand Dollars (\$50,000.00) payable to the Access Corporation no later than July 15, 2004; and

(b) Licensee shall only externalize, line-item and/or otherwise pass-through said capital/equipment costs to Subscribers in accordance with Section 8.5 infra.

(c) Under no circumstances shall said capital/equipment payments be counted against (1) the annual funding payable to the Access Corporation pursuant to Section 6.4 above; and/or (2) the License Fees payable to the Town pursuant to Section 7.1 infra; and/or (3) any other fees or payments required by applicable law.

(d) In the event that the equipment payments required herein are not tendered to the Access Corporation on or before the dates fixed herein, interest due on such equipment payments shall accrue from the date due at the rate of three percent (3%) above the Prime Rate.

Section 6.6---EQUIPMENT OWNERSHIP

The Access Corporation and/or the Town shall own all PEG Access equipment purchased with funding pursuant to Section 6.5 above. The Licensee shall have no obligation to maintain, insure, replace or repair any such PEG Access equipment.

Section 6.7---**RECOMPUTATION**

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town and/or the Access Corporation may have for additional sums including interest payable under this Article 6. Not more than once a year, upon reasonable advance notice, the Issuing Authority and/or an independent certified public accountant hired by the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest of such additional payment shall be charged from Prime Rate during the period that such additional amount is owed. If, after such inspection, the Licensee has overpaid, such overpayment shall be credited against the next quarterly payment to the Access Corporation, without interest charges of any kind.

Section 6.8---**PEG ACCESS PAYMENTS**

All payments required hereunder in Sections 6.4 and 6.5 shall be made by the Licensee directly to the Access Corporation, unless the Licensee is instructed otherwise by the Issuing Authority.

Section 6.9---**PEG ACCESS CHANNELS MAINTENANCE**

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

Section 6.10---**PEG ACCESS CABLECASTING**

(a) In order that the Town and/or the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, then transmitted from any location with Origination Capability to the Cable System Headend, on one of the I-Net Upstream Channels made available, without charge, to the Town and the Access Corporation for their use.

(b) The Licensee shall provide the Town and/or the Access Corporation with the capability to ensure that said PEG Access Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the three (3) PEG Access Downstream Channels. The Licensee shall not charge the Town and/or the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith to

-Town of Longmeadow Cable Television Renewal License-

resolve any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain, at its sole cost and expense, all necessary Licensee Headend and/or Hub processing equipment in order to switch Upstream Signals from the Town and/or the Access Corporation to the designated Downstream Access Channel.

Section 6.11---**CENSORSHIP**

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

ARTICLE 7

LICENSE FEES

Section 7.1---LICENSE FEE PAYMENTS

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

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

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the equipment payments payable to the Access Corporation pursuant to Section 6.5 supra; and/or (iii) any payments related to any liquidated damages pursuant to Section 11.2 infra.

Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

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

-Town of Longmeadow Cable Television Renewal License-

exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 7.3---LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at the rate of three percent (3%) above the annual Prime Rate.

Section 7.4---RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.4. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than one 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 payment(s) are incorrect, the Licensee shall have thirty (30) days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within forty-five (45) days after such audit and recomputation, and the Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable. The interest of such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

Section 7.5---AFFILIATES USE OF SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from the operation of the Cable System to the detriment of the Town under this Renewal License. If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations with the Issuing Authority to resolve any dispute(s) regarding Gross Annual Revenues and/or gross revenue discrepancies on account of such a relationship.

-Town of Longmeadow Cable Television Renewal License-

Section 7.6---**METHOD OF PAYMENT**

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

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

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

Section 8.2---NOTIFICATION OF RATES AND CHARGES

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

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

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

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

Section 8.4---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, in accordance with applicable law(s).

-Town of Longmeadow Cable Television Renewal License-

Section 8.5---PASS-THROUGH AND ITEMIZATION OF COSTS

(a) The Licensee shall be entitled to recover all Renewal License requirements defined as franchise-related-costs ("FRC") in 47 C.F.R. Section 76.925 in its Basic Service rates, pursuant to the FRC Settlement. The following franchise-related-costs shall be itemized as a separate line-item on Subscriber's monthly bills: (i) I-Net maintenance costs, pursuant to Section 3.2 supra @ two cents (\$.02); (ii) the eighty-one (81) additional drops/Outlets for the Longmeadow High School pursuant to Section 5.8(b) supra @ three cents (\$.03); and (iii) the PEG Access Equipment funding pursuant to Section 6.5 supra @ six cents (\$.06). The line-itemed charge for these franchise-related-costs shall not exceed eleven cents (\$.11) per Subscriber per month, and may be adjusted annually pursuant to the FCC's rate regulations, applicable FCC rate forms for changes in subscribership, paragraph (c) below and any other applicable factors.

(b) In order to comply with Section 8.5(a) above and to comply with the FRC Settlement, the Licensee shall decrease the FRC line-item on Longmeadow Subscriber bills from the current (as of the Execution Date of this Renewal License) One Dollar and Fifteen Cents (\$1.15) to Eleven Cents (\$.11) as soon as possible but in no event later than February, 2002. Simultaneous with said decrease in the FRC line-item, but in no event before said decrease, the Licensee shall be entitled to itemize the four and one-quarter percent (4.25%) license fee on Subscriber bills.

(c) Given that the Subscriber count in Longmeadow will change from year-to-year, the Licensee shall report to the Issuing Authority annually, in writing, detailing the exact Subscriber count for purposes of FRC costs in the Town. Said report shall be sent to the Issuing Authority no later than July 1st of each year of this Renewal License.

Section 8.6---SENIOR CITIZEN DISCOUNT

(a) Within six (6) months of the Execution Date of this Renewal License, the Licensee shall make available to senior citizens in Longmeadow a five percent (5%) discount off the rate for the Standard Tier of Cable Service, or its equivalent. In order to qualify for said discount, senior citizens must provide the following information to the Licensee, on written application forms provided by the Licensee, via the Licensee's Call Center or Payment Center. Eligible senior citizens must be:

(1) 67 years or older and provide proof of age, such as a driver's license, birth certificate or by other lawful means;

(2) Currently residing at their permanent residence; and

(3) A head of household, as verified by a copy of a utility or tax bill.

(b) The Licensee shall offer this discount throughout the term of this Renewal License.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

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

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

(c) All insurance coverage, including Workers' Compensation, 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 Execution Date of this Renewal License.

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

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

(e) This Renewal License may, after hearing, be revoked for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall submit and maintain throughout the term of the Renewal License, and any removal period thereto, a performance bond in the sum of Fifty Thousand Dollars (\$50,000.00), running to the Town, with good and sufficient surety satisfactory to

-Town of Longmeadow Cable Television Renewal License-

the Issuing Authority and licensed to do business in the State, to guarantee the following:

(1) Pursuant to M.G.L. Chapter 166A, Section 5(a), (m) and (n), the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein;

(2) the satisfactory restoration of pavements, sidewalks and other improvements;

(3) Pursuant to M.G.L. Chapter 166A, Section 5(b), the indemnification of the Town;

(4) Pursuant to M.G.L. Chapter 166A, Section 5(f), the satisfactory removal or other disposition of the Cable System; and

(5) Failure to pay liquidated damages pursuant to Sections 11.1 and 11.2 infra.

(b) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of the provisions in paragraph (a) above.

(c) In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---**REPORTING**

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

Section 9.4---**INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees.

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

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

It is hereby understood and agreed that this policy (or 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

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

(b) The Licensee shall meet with the Town's Cable Advisory Committee, on a quarterly basis, as scheduled by Cable Advisory Committee, to review the Licensee's operations in the Town. Either party hereto may request a meeting at any other time as well.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority and/or its designees may hold a performance evaluation hearing every year within sixty (60) days of the Execution Date 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 with the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and Complaint response; Programming and the Institutional Network; (ii) review current technological developments in the cable television field pursuant to Section 5.9 supra; and (iii) hear comments, suggestions and/or Complaints from the public.

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

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority and/or its designee(s) shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of 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 unlawfully discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other applicable requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

Section 10.4---**EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such emergency removal within thirty (30) days of submission of a bill thereof.

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 its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances; 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. The Licensee shall fully cooperate in these activities.

Section 10.7---**JURISDICTION**

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

ARTICLE 11

DETERMINATION OF BREACH-LIQUIDATED DAMAGES- LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

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

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such fourteen (14) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required fourteen (14) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. (d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearing, 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 Section 11.2 below;

(i) 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;

-Town of Longmeadow Cable Television Renewal License-

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

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

Section 11.2---LIQUIDATED DAMAGES

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

(1) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the 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.

(2) For failure to fully activate, operate and maintain the Institutional Network in accordance with Section 3.1 herein and Exhibits 1 and 2 attached hereto, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

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

(4) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.4 infra, and Exhibit 10 attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(5) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or Outlets in accordance with Sections 3.1, 3.2, 5.6 and 5.7 herein and/or Exhibits 4 and 5, Fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(6) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day per report, that each and 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.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that

-Town of Longmeadow Cable Television Renewal License-

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, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4---TERMINATION

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

Section 11.5---NOTICE TO TOWN OF LEGAL ACTION

In the event that the Town or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

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

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

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

-Town of Longmeadow Cable Television Renewal License-

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

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority or the Town at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Town to be effective, it shall be in writing. The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff a customer service office for the purpose of receiving inquiries and Complaints, made in Person or by telephone, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries.

(b) Said customer service office shall be conveniently located and open for walk-in business during normal business hours, as defined by 47 U.S.C. Section 76.309 (hereinafter referred to as "Normal Business Hours").

(c) Said customer service office hours may be changed reasonably at the discretion of the Licensee; provided, however, that (i) the Licensee shall give the Issuing Authority at least thirty (30) days advance written notice of any such changes, and (ii) the Licensee shall take into account any possible concerns raised by the Issuing Authority regarding such possible changes.

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 telephone connection for Longmeadow Subscribers.

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

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, 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 centers 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 maintain operate its customer service call centers 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) working 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) The Licensee shall be responsible for picking-up and changing-out Converters at a Subscriber's request at no additional charge, where such change-out is initiated by the Licensee to provide additional channels that have become available as a result of the Licensee's expansion of channel capacity. The foregoing shall apply within one (1) year from the change of Service offering. In order to improve service, the Licensee reserves the right to offer Subscribers the option of bringing Converters to a Licensee office for drop-off or exchange themselves.

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

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours.

(e) 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

-Town of Longmeadow Cable Television Renewal License-

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.

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

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

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

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

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

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

-Town of Longmeadow Cable Television Renewal License-

In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

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

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

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

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) shall suggest appropriate amendments to the Licensee's procedures for the resolution of Complaints, which the Licensee shall not unreasonably refuse to incorporate into this Renewal License.

Section 12.8---**REMOTE CONTROL DEVICES**

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

Section 12.9---**LOSS OF SERVICE-SIGNAL QUALITY**

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System.

Section 12.10---EMPLOYEE IDENTIFICATION CARDS

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

Section 12.11---PROTECTION OF SUBSCRIBER PRIVACY

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

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

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

Section 12.12---PRIVACY WRITTEN NOTICE

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

Section 12.13---MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any

-Town of Longmeadow Cable Television Renewal License-

part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

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

Section 12.14---DISTRIBUTION OF SUBSCRIBER INFORMATION

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

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

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

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

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

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

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

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

-Town of Longmeadow Cable Television Renewal License-

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

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

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

The Issuing Authority and the Licensee shall continually review the Article 12 to determine that it effectively addresses appropriate concerns about privacy.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

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

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

Section 13.2---FINANCIAL REPORTS

(a) 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 Cable Division Forms 200 showing a balance sheet sworn to by the Licensee's Chief Financial Officer. Said forms shall contain such financial information as required by applicable law.

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

Section 13.3---CABLE SYSTEM SUBSCRIBER NUMBERS REPORT

The Licensee shall file annually with the Issuing Authority a summary of the number of Basic Service Subscribers.

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 request of the Issuing Authority, the Issuing Authority with a report of telephone traffic, generated from an in-house automated call accounting or call tracking system.

Section 13.5---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500 (See **Exhibit 9**) to the Issuing Authority, or its

-Longmeadow Cable Television Renewal License-

designee(s), as required by the Cable Division. The Licensee shall record all written and verbal Complaints of its Subscribers on said Form 500.

Section 13.6---**INDIVIDUAL COMPLAINT REPORTS**

Subject to Sections 12.7 and 12.14(a) supra, the Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7---**ANNUAL PERFORMANCE TESTS**

The Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, at 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**

Upon written request, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 supra.

Section 13.10---**ADDITIONAL INFORMATION**

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

Section 13.11---**INVESTIGATION**

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

ARTICLE 14

EMPLOYMENT

Section 14.1---**EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall be an Equal Opportunity Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity Program with the FCC and otherwise comply with all 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 the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---SEPARABILITY

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

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

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

Section 15.5---RENEWAL LICENSE EXHIBITS

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

-Longmeadow Cable Television Renewal License-

Section 15.6---WARRANTIES

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

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

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

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

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

(v) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the Cable Act; and

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

Section 15.7---FORCE MAJEURE

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

-Longmeadow Cable Television Renewal License-

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 to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---SUBSCRIBER TELEVISION SETS

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

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

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

Section 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Longmeadow, Town Hall, 20 Williams Street, Longmeadow, Massachusetts 01106, with one (1) copy to the Town Counsel, and one (1) copy to the Cable Advisory Committee at the Longmeadow Town Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Director of Government Affairs, AT&T Broadband,, 6 Campanelli Drive, Andover, Massachusetts 01810, 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, regulation or the Renewal License, the Licensee shall publish notice of the same, sufficient to identify its time, place and purpose, in a Longmeadow newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(d) The Licensee shall identify all public hearings relating to the Cable System by periodic announcement on a Local Origination channel, if one is programmed, between the hours of seven (7:00) PM and nine (9:00) PM for five (5) consecutive days during

-Longmeadow Cable Television Renewal License-

each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

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

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

Section 15.13---**TOWN'S RIGHT OF INTERVENTION**

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

Section 15.14---**TERM**

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

EXHIBITS

EXHIBIT 1

INSTITUTIONAL NETWORK BUILDINGS

Blueberry Hill School
Center School
Center School Annex
Community House
Glenbrook School
Greenwood Center
Longmeadow DPW Yard
Longmeadow Fire Station
Longmeadow High School
Longmeadow Police Station
Longmeadow Public Library
Longmeadow Town Hall
Longmeadow Parks and Recreation Department
Wolf Swamp School
Williams Middle School

EXHIBIT 2

INSTITUTIONAL NETWORK OPERATIONAL STANDARDS

(See Attached)

EXHIBIT 2
INSTITUTIONAL NETWORK
UTILIZATION AND SERVICE PROGRAM

The Town may utilize the Institutional Network ("I-Net") for data communications, subject to the terms and intention of the Renewal License.

The Town is responsible for purchase, installation, repair, and maintenance of all equipment necessary to accomplish data transmission over the I-Net; it is also responsible for monitoring, management, maintenance and repair of its data communications network it establishes over the I-Net. These services may be provided by Town employees or by qualified vendors. Continental is a qualified vendor of these services and can perform them for the Town, if desired, at the rates it has established for such equipment and network management services.

As part of its Renewal License obligations, Continental will maintain the I-Net physical plant and electronics in accordance with FCC technical standards, providing a platform for the transmission of data signals. In addition, Continental will assist the Town by providing technical assistance and support.

Continental will consult with the Town about initial set-up of the data network, including equipment requirements for data transmission over the I-Net. *All data equipment to be connected to the I-Net must be approved by Continental in advance of connection to the I-Net, which approval shall not be unreasonably denied. Pre-purchase approval is strongly recommended.*

Continental will determine the transmit and receive frequencies to be used, and the correct signal strength levels necessary at each location. Once the I-Net has been upgraded and provided pursuant to Section 3.2, Continental will charge the Town for any additional work on frequency allocation and power level design specifications related to additions, moves, or changes to the Town's data communications network. The Licensee shall provide the Town with an estimate of such costs prior to commencing additional work.

Continental will designate personnel to serve as on-going technical liaison with Town representative(s) responsible for network operations and management concerning the functioning and maintenance of Continental's facilities.

The Town will designate a certified, experienced data communications professional (for example, a MIS/LAN manager, network engineer, or consultant). This person will be responsible and accountable to the Town for all set-up, monitoring, management, and ongoing operations of LAN-to-LAN connectivity over the I-Net. This person will be the primary contact with Continental personnel concerning the functioning and maintenance of Continental's facilities, and with vendor personnel concerning any separately contracted services such as network management and equipment support.

In the event that Continental personnel are called to respond to a problem which is not related to the maintenance of the I-Net to FCC specifications [e.g., a problem with equipment which is municipally owned and/or vendor maintained] the Town will be charged for the service call.

Under the terms of the Renewal License, Continental's role in supporting data transmission over the I-Net is limited to the services outlined above. Any additional technical services requested or required will be billed on a time-and-materials basis, or may be separately contracted for by the Town.

EXHIBIT 3

VIDEO CASSETTE RECORDER (VCR) POLICIES AND OPTIONS

(See Attached)

AT&T Digital Cable.

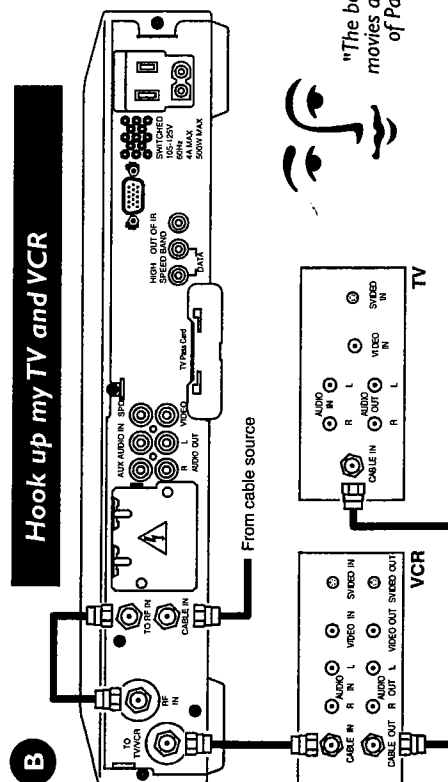
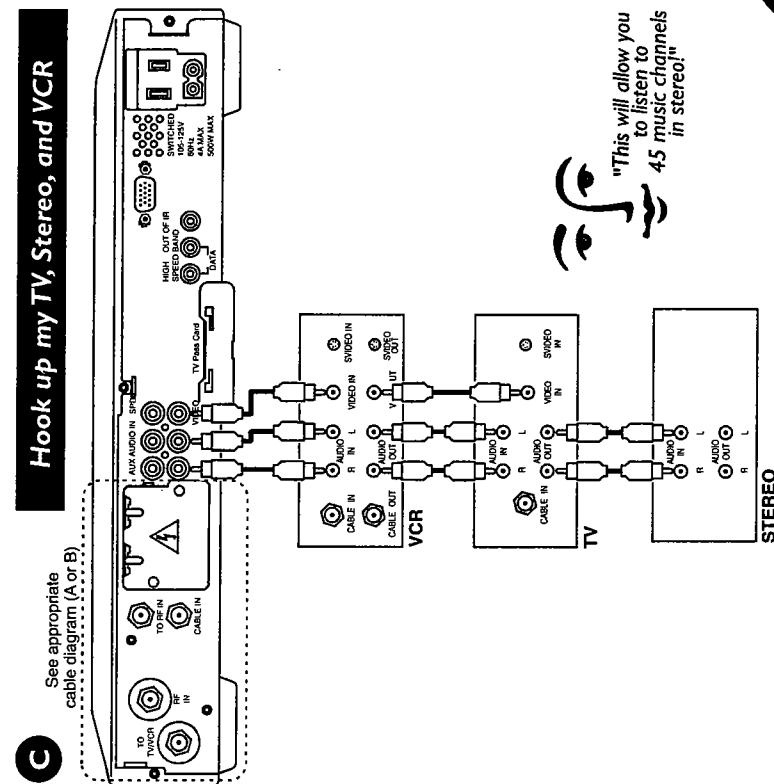
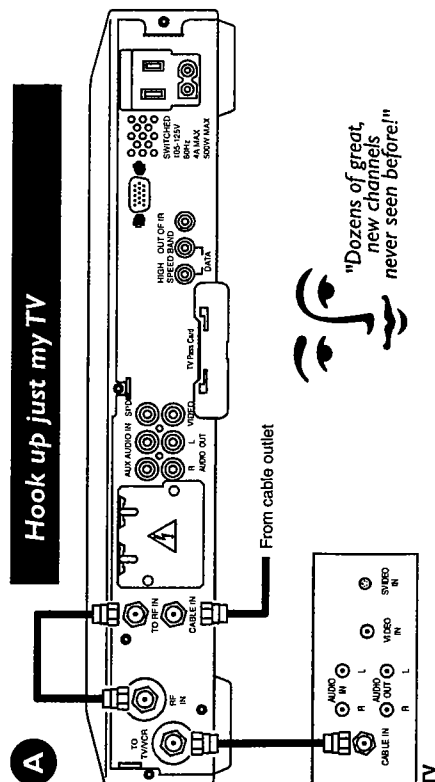
yourself!

Self-Install Kit contents!

- 1 - Digital cable receiver and power cord
- 1 - Owner's manual with equipment codes
- 1 - Universal AT&T remote with batteries
- 1 - Set of 6 foot stereo cables

Follow these 3 easy steps:

1. Check to make sure you have all the contents of the kit. 2. Hook up your digital cable receiver using the appropriate diagram. 3. Call us at 1-866-749-7036 to complete your installation.



Have questions? Call us at 1-888-633-4266 or www.attdigitaltv.com



FAQ's

Q: What are the benefits of Digital Cable?

A: The Digital Cable packages offer new channels that we have never been able to offer before, a greatly enhanced interactive program guide (TV Guide Interactive), more movie choices, more control of what you watch, and crystal clear picture and CD-quality sound, all with no equipment to buy.

Q: Will I still receive the channels I am currently enjoying if I sign up for a Digital Cable package?

A: Yes, the channels included in the Digital Cable Packages are in addition to the channels that you are currently enjoying as part of your Total Basic Service, (including channels such as ESPN, CNN, etc.).

Q: Do I need a digital TV to receive this service?

A: No, AT&T Digital Cable provides higher quality video services to your existing television set without the need to upgrade to a new television.

Q: Can I receive Digital Cable Packages on all the televisions in my house?

A: Due to the overwhelming response, there is a limit of two digital receivers per household, but you can continue to enjoy AT&T cable television programming on any other television sets in your home.

Q: What is the difference between AT&T's Digital Cable Service and High Definition TV (also known as HDTV)?

A: By carrying digital signals over our fiber optic network, AT&T Digital Cable is able to provide many more channels and services to your existing television set without the purchase of a new television or other expensive equipment. High Definition TV (or HDTV) is a specific type of digital broadcast, which also provides much sharper digital pictures, but also requires the purchase of a special television that can understand these digital signals directly. Currently, these HDTV's are retailing for more than \$3000.

Q: Do the AT&T Digital Cable Packages broadcast in High Definition?

A: Currently AT&T is not carrying any High Definition broadcasts. To date, only a handful of networks broadcast programs in High Definition format. In order to carry a HDTV signal we would have to drop more of our current channels from our channel lineup affecting all of our customers.

"Cable was never this clear before!"



DIGITAL CABLE

Have questions? Call us at 1-888-633-4266 or www.attdigitaltv.com

EXHIBIT 4

**FREE DROPS AND MONTHLY SERVICE
TO PUBLIC NON-SCHOOL BUILDINGS**

The following public buildings and non-profit organizations shall continue to receive the following Drops and/or Outlets and the monthly Basic Service at no charge:

Community House
Greenwood Center
Longmeadow Fire Station
Longmeadow Police Station
Longmeadow Public Library
Longmeadow Town Hall
Longmeadow Parks and Recreation Department

First Church of Christ
Jewish Nursing Home

EXHIBIT 5

FREE DROPS, OUTLETS AND SERVICE TO SCHOOLS

Blueberry Hill School
Center School
Center School Annex
Glenbrook School
Longmeadow High School
Wolf Swamp School
Williams Middle School
Heritage Academy
St. Mary's School
Yeshiva Academy

EXHIBIT 6

GROSS ANNUAL REVENUES REPORTING FORM

Company: **AT&T Broadband**

Municipality: **Longmeadow, Massachusetts**

Revenue Period: _____ Calendar Year: _____ Bi-Monthly Period: _____

MONTH OF _____

Basic Service
Pay Service
Other (specify)
Pay-Per-View
Cable Modem Revenues
Advertising
Revenue Adjustment
Other (specify)

MONTH OF _____

Basic Service
Pay Service
Other (specify)
Pay-Per-View
Cable Modem Revenues
Advertising
Revenue Adjustment
Other (specify)

Total Subscriber revenue

PLUS: Total HSD / Cable Modem Revenue

PLUS: Total Advertising and HSN Revenue

LESS: Revenue Adjustments

TOTAL RECEIPTS SUBJECT TO LICENSE FEE @ 4.25%

Prepared by: _____

Date: _____

EXHIBIT 7

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

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

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

-Longmeadow Cable Television Renewal License-

- (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

-Longmeadow Cable Television Renewal License-

under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

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

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

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

the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

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

10.07: Billing Disputes

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

10.08: Security Deposits

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

EXHIBIT 8

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

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

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

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

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

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

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

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

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

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

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

(B) After normal business hours, the access line may be answered by

-Longmeadow Cable Television Renewal License-

a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

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

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

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

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

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

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

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

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

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

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

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

(i) Notifications to subscribers--

-Longmeadow Cable Television Renewal License-

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

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and Complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

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

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

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

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

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

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must

-Longmeadow Cable Television Renewal License-

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.

-Longmeadow Cable Television Renewal License-

EXHIBIT 9

CABLE DIVISION FORM 500

(See Attached)

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

E-Mail:

Average Resolution Time:

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

Manner of Resolution:

A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

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

City/Town:

Cable Company:

Address:

Address:

Contact:

Phone:

E-Mail:

Filing Year:

Number of Subscribers:

Average Resolution Time:

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

Date Service Interruption Begin

Average Resolution Time: (see Code Key above)

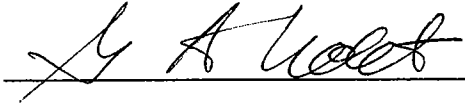
 Estimated # of Subscribers Affected |[illegible]

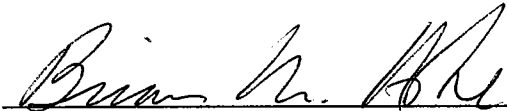
SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Board of Selectmen of the Town of Longmeadow, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by MedeiaOne of New England, Inc.

**The Longmeadow Board of Selectmen,
as Issuing Authority**

Chairperson





DATED: June 29, 2001

MediaOne of New England, Inc.



BY: David Grain

TITLE: Senior Vice President

DATED: June 29, 2001