

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS II, Inc.

**CITY OF NORTHAMPTON,
MASSACHUSETTS**

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AGREEMENT

This cable television renewal license entered into by and between the City of Northampton, Massachusetts, by the Mayor in the Mayor's statutory capacity as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts II, Inc. ("Comcast" or the "Licensee").

WITNESSETH

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

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Communications Policy Act of 1984 as amended ("Cable Act"), on January 28, 2014 in order to (1) ascertain the future cable related community needs and interests of Northampton, and (2) review the performance of Comcast and its predecessors during its then-current license term; and

WHEREAS, Comcast submitted a renewal proposal and Massachusetts Cable Division Form 100 to the City of Northampton, dated August 20, 2015, for a cable television renewal license to operate and maintain a cable television system in the City of Northampton; and

WHEREAS, the Issuing Authority and Comcast engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for Comcast's continued operations and maintenance of its cable television system in the City of Northampton.

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

ARTICLE 1

DEFINITIONS

Section 1.1--DEFINITIONS

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

- (1) **Access:** The right or ability of any Northampton resident and/or any Persons affiliated with a Northampton institution to use designated PEG facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures lawfully established by the Issuing Authority or its Access Provider for such use.
- (2) **Access Channel:** A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational, institutional and/or similar organizations, subject to the conditions and procedures as lawfully established by the Issuing Authority or its Access Provider for such use.
- (3) **Access Corporation or Access Provider:** The entity, designated by the Issuing Authority from time to time, for the purpose of operating the public, educational and or governmental access facilities, equipment and channels on the Cable Television System.
- (4) **Affiliate or Affiliated Person:** When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.
- (5) **Basic Service:** Any Service tier which includes the retransmission of local television broadcast Signals.
- (6) **CMR:** The 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 Division:** The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or successor agency if any.
- (9) **Cable Service or 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 or use of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

- (10) Cable Television System, Cable System or System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.
- (11) City: The City of Northampton, Massachusetts.
- (12) City Counsel: The City Attorney of the City of Northampton, Massachusetts.
- (13) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.
- (14) 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.
- (15) 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.
- (16) Department of Public Works ("DPW"): The Department of Public Works of the City of Northampton, Massachusetts.
- (17) Downstream Channel: A channel over which Signals travel from the Cable System Headend or hub site to an authorized recipient of Programming.
- (18) Drop or Cable Drop: The cable that connects an Outlet to the feeder cable of the Cable System.
- (19) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Issuing Authority's designee, for the use of educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public subject to applicable law and the terms hereof.
- (20) Effective Date of Renewal License (the "Effective Date"): April 4, 2016.
- (21) FCC: The Federal Communications Commission, or any successor agency.
- (22) Government Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.
- (23) Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates calculated in

accordance with Generally Accepted Accounting Principles (“GAAP”), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; and Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; home shopping revenues on a pro-rata basis, and advertising revenues on a pro-rata basis. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. 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. 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. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such 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.

- (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) Issuing Authority: The Mayor of the City of Northampton, Massachusetts.
- (26) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (27) License Fee or Franchise Fee: The payments to be made by the Licensee to the City of Northampton and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.
- (28) Licensee: Comcast of Massachusetts II, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (29) Normal Business Hours: Those hours during which most similar businesses in Northampton are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.
- (30) 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.
- (31) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's television set or Subscriber-owned equipment to the Cable System.

- (32) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (33) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (34) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (35) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (36) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.
- (37) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (38) Prime Rate: The prime rate of interest at the Federal Reserve Bank.
- (39) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Northampton residents and/or organizations wishing to present non-commercial Programming and/or information to the public.
- (40) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, bulkheads, dedicated public utility easements, and all other publicly owned real property having compatible easements within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.
- (41) Renewal License or License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (42) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter or other decoding device.
- (43) Service: Any Basic Cable 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.
- (44) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.
- (45) State: The Commonwealth of Massachusetts.
- (46) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and

lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, the Cable Television System.

- (47) Subscriber Network: The 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.
- (48) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscribers' residences.
- (49) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.
- (50) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.
- (51) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

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

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

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully 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 having compatible easements and under the jurisdiction of the City of Northampton within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has a compatible 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 City of Northampton. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with all applicable Federal, State, and legally enforceable local laws & regulations.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on April 4, 2016 and shall expire at midnight on April 3, 2026 unless sooner terminated as provided herein.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

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

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

(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 reasonably requested.

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

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

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 City to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State laws and or City by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the City. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5---REMOVAL

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its License renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall, if requested by the Issuing Authority, remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination and Issuing Authority request, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or

unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms 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) Pursuant to applicable federal and State law(s), 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 such applicable law(s) and/or regulation(s).

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

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

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

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. To the extent provided for under the Cable Act, after 120 days, the application shall be deemed approved.

(h) 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 this Renewal License.

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

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

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1—SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the City, subject to Section 4.1, a minimum 750 MHz Subscriber Network.

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

(c) The Cable Television System shall conform to the applicable FCC technical specifications, as amended, contained in **Exhibit 1** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 3.2—EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network described in Section 3.1 herein shall comply with the FCC and Emergency Alert System (“EAS”) regulations.

Section 3.3—PARENTAL CONTROL CAPABILITY

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

Section 3.4—PEG ACCESS VIDEO ORIGINATION LOCATIONS

(a) For the entire term of this Renewal License, Licensee shall continue to maintain, operate, and own the existing PEG Access VRL (“Video Return Lines” or “VRL”) link from the 380 Elm Street, Northampton, MA Access Corporation studio to Licensee’s Headend or hub facility as set forth in this Section 3.4 and Section 6.9 below. For one (1) year from the effective date of the Renewal License, Licensee shall also continue to maintain, operate and own the PEG Access Video Return Lines maintained and operated by Licensee pursuant to the Renewal License in effect prior to the Effective Date of this Renewal License from remote origination locations other than said 380 Elm Street studio. The Licensee shall maintain the VRL at no charge to the City and/or its Access Designee.

(b) Within one year of the effective date of this Renewal License, the Issuing Authority shall be responsible for, or construct, or contract for construction with a third party, a functional replacement of all the existing PEG Access Video return lines (“Video Return Lines” or “VRL”) going to the Access Corporation studio listed in Exhibit 7 of this Renewal License and as set forth in this Section 3.4 of this Renewal License. Issuing Authority shall coordinate with the Licensee in order that Issuing Authority video return lines feeding into the studio will interface with Licensee’s network infrastructure.

(c) Within ninety (90) days of Issuing Authority providing Licensee notice that the Issuing Authority has become responsible for VRLs going to the Access Corporation studio as provided for in Section 3.4(b) above, Licensee shall replace its existing connection from 380 Elm Street studio to Licensee’s headend with fiber optic cable at no charge to the City or Access Designee. Said fiber replacement shall be

operable and in good working order within the 90-day construction timetable and shall be maintained by Licensee at no charge to the City and/or Access Designee. Notwithstanding the foregoing, said fiber deployment and maintenance shall be subject to external cost subscriber rate pass-through treatment consistent with F.C.C. external cost regulations and applicable law but the construction cost thereof for external cost treatment shall not exceed an aggregate of Sixteen Thousand Five Hundred Dollars (\$16,500.00).

(d) The City and its designated VRL users shall be solely responsible for any and all end user equipment including video production equipment, IP encoders, and optical transport equipment necessary to cablecast. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the City's or the Access Corporation's equipment shall be at the output of the Access Corporation's master control output. The Licensee shall assume responsibility for all transport equipment.

(e) The Licensee shall be responsible for any Licensee-owned equipment located at its Headend or hub site necessary to make the VRL function.

(f) Consistent with Section 6.9 *infra*, the Licensee shall be responsible for equipment to enable the existing VRL, and the VRL as modified pursuant to Section 6.9(b) to interact with the Licensee-owned Subscriber Network such that PEG Access Programming may be transmitted upstream from the Access Corporation studio located at 380 Elm Street, Northampton, MA 01060 to Licensee's headend and/or hub, and then downstream on the PEG Access Channels in accordance with Sections 3.4 and 6.9 *infra*.

(g) The Licensee shall hold all rights and title in the physical property of the VRL and fiber link as described herein, but shall provide the City and the Access Corporation the exclusive right to use the VRL, at no charge to the City and Access Corporation.

ARTICLE 4

**CABLE SYSTEM LOCATION, MAINTENANCE
AND OPERATIONAL STANDARDS**

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The area to be served is the entire City of Northampton, subject to the limitations set forth in this license. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the City or easements in the City over which the City has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s). The Licensee shall make reasonable efforts to meet with the Issuing Authority regarding any proposed housing that may have boundary issues, in order to serve customers through legally permissible and cost effective Northampton rights-of-way.

(b) The Licensee shall make its Cable System available to residents of the City, unless legally prevented from doing so, subject to Section 4.2 and installation charges.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred seventy five feet (175') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than one hundred seventy five feet (175') from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges, and any applicable costs related to said additional installation, such as make-ready subject to Licensee first providing the resident with a verbal estimate, or written estimate if requested, of the costs of a non-standard installation. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than one hundred seventy five feet (175') from the existing aerial Trunk and Distribution System and additions thereto, subject to Force Majeure and the completion of utility pole make ready work and payment of agreed upon costs by prospective customers.

Section 4.2---LINE EXTENSION POLICY

(a) The Cable Television System shall be extended, at the Licensee's sole cost and expense to any and all areas of the City containing twenty (20) homes per aerial or thirty (30) homes per underground mile of cable plant or fractional proportion thereof as measured from the existing aerial Trunk and Distribution System and additions thereto. The Licensee shall, if necessary, promptly apply for permits. Said Service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after all necessary permits are obtained and utility pole make-ready is completed.

(b) The Cable Television System shall be further extended to all areas in the City that do not meet the requirements of Section 4.2 above upon the request and subsequent agreement with prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such Service divided by the number of Subscribers in such area minus the costs of extending Service to the Subscriber in an area that meets the twenty (20) homes per aerial mile or thirty-five (35) homes per underground mile of cable plant and/or

fractional proportion thereof density requirement as specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of Cable Service in that particular area of the City, or

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

- * C equals the cost of construction of new plant from the termination of existing cable plant;
- * CA equals the average cost of construction per mile in the primary service area;
- * P equals the twenty (20) homes per linear mile of aerial plant and thirty (30) homes per linear mile in the case of underground plant both as measured from the existing aerial Trunk and Distribution System and additions thereto;
- * SC equals the per Subscriber contribution in aid of construction in the line extension area; and
- * LE equals the number of dwelling units requesting Service in the line extension area.

Section 4.3---LINE EXTENSION PROCEDURES

Any potential Subscriber located in an area of the City without Cable Service may request such Service from the Licensee. In areas meeting the requirements of Section 4.2 above, the Licensee shall extend Service to the area promptly, but in no case later than sixty (60) days after all necessary permits obtained and make-ready requirements are completed. The Licensee shall expeditiously seek all necessary permits. In those areas with less than twenty (20) homes per aerial mile or thirty (30) homes per underground mile of cable plant as described in subsection (a) above, the Licensee, shall, within thirty (30) days following a request for Service, conduct a survey to determine the number of homes in the immediate area and shall inform requesting potential Subscribers of the possible contribution in aid of construction (see Section 4.2(b) above) that will be charged. The Licensee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers requesting Service. Cable Television Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution in aid of construction within ninety (90) days of receipt of pole attachment agreements, subject to Force Majeure and the completion of utility pole make-ready requirements.

Section 4.4---LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the City of Northampton. Licensee-owned poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State laws and City by-laws and regulations.

Section 4.5---ABOVE GROUND & UNDERGROUND FACILITIES

(a) The Licensee shall comply with applicable law(s) regarding any requirement(s) to remove Licensee-owned poles, overhead wires and associated overhead structures within all or any part or parts of the City.

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

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances in the Public Way as of the Effective Date such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 4.6---TREE TRIMMING

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

Section 4.7---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way 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 4.8---TEMPORARY RELOCATION

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

Section 4.9---DISCONNECTION AND RELOCATION

The Licensee shall, upon reasonable advance notice, without cost to the City, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of