

CABLE TELEVISION RENEWAL LICENSE

GRANTED TO

**CHELSEA COMMUNICATIONS, LLC
I/k/a ADELPHIA COMMUNICATIONS**

BY THE

BOARD OF SELECTMEN

TOWN OF PLYMOUTH, MASSACHUSETTS

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A G R E E M E N T

This Agreement, made between the Board of Selectmen of the Town of Plymouth, as statutory Issuing Authority, and Chelsea Communications, LLC, I/k/a Adelphia Communications.

W I T N E S S E T H

WHEREAS, the Issuing Authority of the Town of Plymouth, Massachusetts, pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, is authorized to grant one or more nonexclusive, revocable cable television renewal License to construct, upgrade, operate and maintain a cable television system within the Town of Plymouth; and

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) 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.

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

(3) Board of Selectmen: The Issuing Authority of the Town of Plymouth, Massachusetts.

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

(5) 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 or use of such Video Programming or other programming services.

(6) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town as fully defined in the Cable Act.

(7) Complaint: Any oral or written communication from a Subscriber, the primary purpose of which is to express dissatisfaction with the service, policies and/or procedures of the Licensee which can be resolved by the Licensee

(8) Department of Public Works ("DPW"): The Department of Public Works of the Town of Plymouth, Massachusetts.

(9) Effective Date: The date on which this Renewal License is accepted by the Licensee as recorded on the signature page.

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

(11) Gross Annual Revenues: Revenue received by the Licensee and/or its Affiliates from the provision of Cable Service over the Cable Television System within in the License area including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar fees; any other Subscriber fees and/or charges including, but not limited to, License Fees (ie: fee-on-fee); fees paid for Channels designated for commercial use; home-shopping revenues; converter, remote control and other equipment rentals, leases or sales; studio and other facility or equipment rentals; advertising revenues less agency fees.

(12) Issuing Authority: The Board of Selectmen of the Town of Plymouth, Massachusetts.

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

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

(15) Licensee: Chelsea Communications, LLC, l/k/a Adelphia Communications, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(16) Normal Business Hours: Those hours during which most similar businesses in the Town are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

(17) Pay Cable or Pay Service(s): Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

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

(19) Pedestal: A protection unit used in housing Cable Television System equipment and/or amplifiers.

(20) Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

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

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

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

(24) Satellite Service Tier: The tier of Service above the Broadcast Service tier (excluding digital), except that the Satellite Service Tier shall not include any Pay-Per-View Services or any Services that are available as a package of a la carte Services.

(25) Service: Any Basic Cable Service, any Pay Cable Service, or any other Cable Service offered over the Cable Television System, whether or not originated by the Licensee, which is offered to any Subscriber over, the Cable Television System.

(26) State: The Commonwealth of Massachusetts.

(27) Subscriber: Any Person, firm, corporation or other entity in the Town 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.

(28) Town: The Town of Plymouth, Massachusetts.

(29) 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.

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 Plymouth, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television Renewal License to the Licensee, authorizing and permitting the Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the Town of Plymouth.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended; the Cable Act; the regulations of the FCC; 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, upgrade, 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 Plymouth within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Plymouth. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere 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 Way and places. Any references 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.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall be for ten (10) years, commencing upon acceptance by Licensee, unless sooner terminated as provided herein or surrendered.

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

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, installation, operation or maintenance of a cable television system within the Town of Plymouth, or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any lawful purpose. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. The Issuing Authority agrees that any grant of additional licenses or other authorizations including OVS authorizations by the Issuing Authority to any other entity to provide video or other services similar to those provided by Licensee pursuant to this agreement and over which the Issuing Authority has regulatory authority shall require that service be provided for the same territorial area of the Issuing Authority as required by this agreement and shall not be on terms and conditions (including, without limitation, the License Fee obligations) more favorable or less burdensome to the Licensee of any such additional license than those which are set forth herein.

Section 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the police 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 generally applicable DPW regulations, and any by-laws enacted by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police powers shall be resolved in favor of the latter.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, unless 1) the Licensee renews its License for another term or 2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition within six (6) months after such termination. The Issuing Authority may deem necessary property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate, unless the Licensee is unable to remove such property within said six (6) months due to Force Majeure; provided the Issuing Authority has first given Licensee proper notice and an opportunity to cure pursuant to Section 12.1 (*Determination of Breach*) herein.

Section 2.6---AMENDMENT BY MUTUAL AGREEMENT

This Renewal License may only be amended by the mutual agreement of the Issuing Authority and the Licensee, in writing, duly executed and signed by both parties, and attached hereto and made a part of this Renewal License.

**ARTICLE 3
TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE**

Section 3.1---RESTRICTIONS AGAINST TRANSFERS

(a) Neither this Renewal License, nor any rights or obligations of the Licensee in or pursuant to this Renewal License or the Cable System shall be transferred in part or as a whole, by assignment, trust, lease, sublease, and is not to be sold, transferred, leased, assigned, or disposed of in part or as a whole, either by forced sale, merger, consolidation, or otherwise, nor shall title thereto, either legal or equitable, or any right or interest therein, pass to or vest in any Person, nor shall any change in control of the Licensee or the Cable System occur, either by any act of the Licensee or by any parent company of the Licensee, by operation of law or otherwise, in each such case without the prior consent of the Issuing Authority, which consent shall not be unreasonably withheld or delayed, and which shall be expressed in writing. The limitations and restrictions in this subsection shall not prohibit the provision of security interests in the Cable System for the purpose of securing financing.

(b) For purposes of this Section, any sale, assignment or any other disposition of a majority ownership interest of the parent company of the Licensee to any one Person or group of Persons acting in concert, in one transaction or a series of related transactions, shall be deemed to be a change of control of the Licensee. This subsection shall not apply to an assignment or transfer of the control to assignees or transferees controlled by the Licensee or its parent. The word "control" as used in this Section is not limited to major stockholders but includes actual working control in whatever manner exercised and includes control of the parent company of the Licensee.

(c) Neither the Licensee nor its parent company shall enter into any management contract or any other arrangement for the management of the Cable System, however structured, without the prior written consent of the Issuing Authority, provided, however, that this subsection shall not apply to the Licensee's employment contracts and other personnel decisions.

(d) Notwithstanding any provision in this License requiring the consent of the Issuing Authority to assign such License, Licensee shall have the right to assign any such License without the consent of the Issuing Authority pursuant to:

- (1) the terms of a plan of reorganization the Bankruptcy Cases;
- (2) a sale of assets of Licensee or its parent, which includes any such assumed contract, pursuant to Section 363 of the Bankruptcy Code provided, however that a) the Licensee is not then in default, and b) such right to assign shall be exercised only in accordance with and subject to the provisions of Section 365 of the Bankruptcy Code.

Section 3.2---APPROVAL PROCEDURE

(a) The Licensee shall promptly notify the Issuing Authority of any action or proposed action requiring the consent of the Issuing Authority pursuant to this Article 3 (*Transfer and Assignment of Renewal License*).

(b) The Licensee shall submit to the Issuing Authority an original of its FCC Form 394 (or such other or successor form used to request consent to any such transfer or assignment), which form shall fully describe the action or proposed action and clearly state the basis on which the transfer or assignment should be approved.

(c) The consent of the Issuing Authority shall be given only after a public hearing, if such a hearing is deemed necessary by either the Issuing Authority or the transferee, to consider the written request for transfer. The Issuing Authority shall complete review of the request for transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for transfer. If the Issuing Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless the requesting party and the Issuing Authority agree to an extension of time.

(d) For purposes of determining whether it shall consent to any such change of control and ownership, the Issuing Authority shall inquire into the legal, financial, and technical qualifications of the prospective controlling or owning Person, and including, but not limited to, such Person's cable-related experience, if any, in other communities, any and all matters relative to the ability and likelihood of such Person adhering to all of the terms and conditions of this Renewal License, and whether the proposed change of control and ownership is in the public interest.

(e) In accordance with applicable law, at any time during the Issuing Authority's review process, the Issuing Authority reserves the right to require additional supporting documentation from the Licensee or any other Person involved in the action or proposed action. The Licensee shall provide all requested assistance to the Issuing Authority in accordance with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all other Persons involved in such action.

Section 3.3---CONDITIONS RELATED TO TRANSFER

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

Section 3.4---NO WAIVER OF RIGHTS

The consent or approval of the Issuing Authority to any assignment, lease, Transfer, sublease, or mortgage of the Renewal License granted to the Licensee shall not constitute a

waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

Section 3.5---RENEWAL LICENSE SIGNATORY

Any approval by the Issuing Authority of transfer of ownership or control of the Cable System shall be contingent upon the prospective transferee and/or controlling Person or party becoming a signatory to the Renewal License.

ARTICLE 4 SYSTEM DESIGN

Section 4.1---SUBSCRIBER NETWORK

- (a) Licensee shall continue to maintain the Cable System in the Town at 750 MHz.
- (b) The Licensee shall transmit all of its signals to Subscribers in stereo, provided that such Signals are delivered to the Licensee in stereo.
- (c) The Licensee shall deliver, at no charge to Subscribers or the Town, closed-captioned programming on all channels providing such options.
- (d) The Licensee shall continue to maintain the Subscriber Network, at all times, in compliance with FCC Technical Standards, as they may from time to time be amended.

Section 4.2---EMERGENCY ALERT SYSTEM

The Licensee shall comply with the Emergency Alert System in accordance with the requirements of the FCC at 47 C.F.R., Part 11. The Licensee shall cooperate with the Issuing Authority to ensure the distribution of all emergency communications to Subscribers.

Section 4.3---PARENTAL CONTROL CAPACITY

Subject to applicable regulation(s), the Licensee shall provide Subscribers, upon request, with the capacity to control the reception of any channels being received on their television sets.

Section 4.4---SIGNAL QUALITY

The system design of the Cable Television System shall conform to all applicable FCC technical specifications.

**ARTICLE 5
CONSTRUCTION, INSTALLATION, LINE EXTENSION
AND MAINTENANCE STANDARDS**

Section 5.1---LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall construct, upgrade, install, operate and maintain the Cable Television System within the Town of Plymouth. 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 any other obstructions shall be in accordance with applicable Town by-laws and regulations.

Section 5.2---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable Service available to all residents in the Town, subject to this Section and Section 5.3 (*Line Extension*) below.

(b) Installation charges shall be non-discriminatory. Any dwelling unit within two hundred and fifty feet (250 ft.) of the Licensee's nearest feeder cable(s) shall be entitled to a standard installation rate. Any installation in excess of 250 ft. shall be provided upon payment of the Licensee's customary charge, for those portions in excess of 250 ft.

Section 5.3---LINE EXTENSION

The Cable Television System shall be extended automatically, from existing cable plant to any and all areas of the Town containing twenty (20) residences per aerial mile of cable plant. Said service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after the Licensee's receipt of permission to attach cable to poles.

Section 5.4---UNDERGROUND FACILITIES

In the areas of the Town having telephone lines and electric utility lines underground, all of the Licensee's lines, cables and wires shall be underground, if required by a generally applicable ordinance enacted pursuant to the Town's police powers. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the Town, the Licensee shall likewise place its facilities underground. Underground cable lines shall be placed beneath the pavement subgrade. 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 5.5---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 trees in and along the streets, alleys, public ways and places, and private property in the Town. The Licensee shall comply with all rules established by the Issuing Authority or its designee during the term of this Renewal License regarding tree trimming. All tree and/or root trimming and/or pruning provided for herewith shall be done pursuant to appropriate regulations of the Town.

Section 5.6---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or 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 5.7---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 5.8---DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the Issuing Authority and/or the Town, 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 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 5.9---SAFETY STANDARDS

The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Commission and the FCC, all building and zoning codes, and all land use restrictions as the same exist or may be amended hereafter.

Section 5.10---PEDESTALS

In any cases in which Pedestals are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be low-profile, wherever practical, at Town approved locations to be determined when the Licensee applies for a permit, which shall not be unreasonably denied. All such equipment shall be shown on the Cable System maps made available to the Town in accordance with Section 5.13 (*Construction Maps*) below.

Section 5.11---PRIVATE PROPERTY

The Licensee shall be subject to all generally applicable laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System without charge to the Issuing Authority or the affected Subscriber(s).

Section 5.12---RIGHT TO INSPECTION OF CONSTRUCTION

The Town or its designee shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this Renewal License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations and shall be conducted during Licensee's regular business hours.

Section 5.13---CONSTRUCTION MAPS

At the request of the Issuing Authority, the Licensee shall make available to the Issuing Authority or its designee accurate strand maps of all existing and newly constructed plant. If changes are made in the Cable System, the Licensee shall make available updated strand maps or appropriate drawings annually, not later than fifteen (15) days after each anniversary of the Effective Date of this Renewal License.

Section 5.14---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 minimal use.

ARTICLE 6 SERVICES AND PROGRAMMING

Section 6.1---BASIC SERVICE

The Licensee shall provide a Basic Service which shall include at least: 1) all broadcast television signals in the Town of Plymouth, Massachusetts area which are required to be carried by a cable television system serving the Town pursuant to statute or regulation; and 2) any PEG Access channel if applicable.

Section 6.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in ***Exhibit 1*** attached hereto and made a part hereof.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with thirty (30) days advance written notice of any change in its Town of Plymouth Programming line-up, if the change is within the control of the Licensee.

Section 6.3---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 6.4---CONTINUITY OF 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 or upon revocation of this License. When necessary Service interruptions can be anticipated, the Licensee shall notify Subscribers in advance.

Section 6.5---FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

The Licensee shall provide one (1) standard installation as detailed in Section 5.2(b) (*Service Available To All Residents*) and the monthly Basic Service, without charge, to all public and private primary and secondary schools, police and fire stations, and public libraries,

contained in ***Exhibit 2***, attached hereto and made a part hereof. The Licensee, at no cost to the Town and/or the affected public building or school, shall supply one converter per public building and school when cable-ready television sets are not in use in said building(s) and schools. Upon request, the Licensee shall provide the Town, at Licensee's customary monthly rate, with cable and/or equipment in order that the Town can install its own additional drops and/or outlets. The Licensee shall provide said installations, Basic Service and converters within sixty (60) days of the Effective Date of this Renewal License. The License shall maintain such installations and converters for normal wear and tear, at its sole cost and expense; provided however that the School Department shall be responsible for repairs or replacement necessitated by acts of vandalism, theft, negligence, loss or other extraordinary circumstances.

Section 6.6---CHANGES IN CABLE TELEVISION TECHNOLOGY

At the performance evaluation hearing(s), pursuant to Section 11.7 (*Performance Evaluation Hearings*) herein, the Licensee shall review with the Issuing Authority changes in relevant cable television technology (as defined below) that might benefit Plymouth Subscribers. For purposes of this Section, "relevant cable television 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 hearing. Such technologies shall include, but not be limited to, Subscriber converters optimally compatible with VCRs and cable-ready television sets, high-definition television, remote control devices and new scrambling/descrambling processes.

**ARTICLE 7
ACCESS COMMITMENTS AND POLICIES**

Section 7.1---PEG ACCESS CHANNELS

(a) Licensee shall make available three (3) channels for Public, Educational and/or Governmental (“PEG”) Access use, for the use of the Issuing Authority, its designee(s), the Town and/or PEG Access users. Said PEG Access channels shall be located in the Licensee’s Basic Service tier.

(b) Said channels shall be allocated for Public, Educational, and/or Governmental Access use(s). Once established, in the event that a PEG Access channel location change is necessary, the Licensee shall notify the Issuing Authority or its designee(s) in writing of such change in advance.

Section 7.2---PEG ACCESS OPERATING FUNDING

(a) The Licensee shall pay to the Issuing Authority or its designee, throughout the term of this Renewal License, a PEG Access Operating Fee equal to five percent (5%) of Licensee’s Gross Annual Revenues as defined herein. The Licensee shall not be liable for a total financial commitment in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) cap shall not include: i) any interest due herein to the Issuing Authority and/or its designee(s) because of late payments; and/or ii) any damages pursuant to Section 12.2 (*Liquidated Damages*).

(b) Said PEG Access Operating Fee payments shall be made to the Issuing Authority or its designee on a quarterly basis no later than sixty (60) days following the close of the previous calendar quarter.

Section 7.3---STUDIO RELOCATION

In the event that the Town’s access studio is moved or relocated, Licensee agrees to use its best efforts to provide all necessary technical assistance and cooperation including but not limited to connecting the new studio to the designated (by the Licensee) return cable plant provided it is relocated within one thousand three hundred feet (1,300 ft.) of such existing return plant.

Section 7.4---PEG ACCESS PAYMENTS

All payments required hereunder in Section 7.2 (*PEG Access Operating Funding*) shall be made by the Licensee directly to the Issuing Authority or its designee.

Section 7.5---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access channels for technical quality and shall assure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels.

Section 7.6---ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over the three (3) downstream channels, pursuant to Section 7.1 (*PEG Access Channels*) herein, all PEG Access Programming shall be modulated, then transmitted from any location with origination capability, as identified in ***Exhibit 3*** attached hereto and made a part hereof, to the hub site or the headend, on one of the upstream channels made available, without charge, to the Access Corporation for its use. At the hub site or headend, said Access Programming shall be retransmitted in the downstream direction on one of the appropriate downstream PEG Access channels, as identified by the Access Corporation.

(b) It shall be the Licensee's sole responsibility to ensure that said Programming is properly switched, either manually or electronically, to the appropriate downstream channel, in an efficient and timely manner. The Licensee shall not charge the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary switching and/or processing equipment in order to switch upstream signals from the Access Corporation to the designated downstream Access channel.

ARTICLE 8 LICENSE FEES

Section 8.1---LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Issuing Authority, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$0.50) per Subscriber per year.

(b) Said License Fee payments shall be made to the Issuing Authority on an annual basis. The annual payments of such License Fee shall be based upon the number of subscribers listed in the books of Licensee as of December 31st of each year during the term of the License, and will be paid by March 15th of the following year.

(c) The Licensee shall file with each such annual payment a statement, prepared by a financial representative of the Licensee, documenting, in detail, the total of all Gross Annual Revenues of the Licensee during the preceding twelve (12) month period. Along with such statement, the Licensee shall also complete and submit the Gross Annual Revenues Reporting Form, attached hereto as ***Exhibit 4***, or such other form as mutually agreed to by the parties in writing.

Section 8.2---AFFILIATES USE OF SYSTEM

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

Section 8.3---METHOD OF PAYMENT

All payments by the Licensee to the Issuing Authority pursuant to this Article 8 (*License Fees*) shall be made payable to the Town.

Section 8.4---LATE PAYMENT

In the event that the required License Fees and/or PEG Access Operating Fees are not tendered on or before the dates fixed in Section 8.1 (*License Fee Payments*) and Section 7.2 (PEG Access Operating Funding), interest due on such fees shall accrue from the date due at the annual Prime Rate.

Section 8.5---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 Town may have for additional sums including interest payable under this Section 8.5. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one year after the License Fees and/or PEG Access Operating 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 written 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 thirty (30) days after such audit and recomputation. 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 on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

ARTICLE 9 RATES AND CHARGES

Section 9.1---RATE REGULATION

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

Section 9.2---NOTIFICATION OF RATES AND CHARGES

(a) 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. The Licensee shall notify all Subscribers and the Issuing Authority of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered; provided, however, that this Section shall not prohibit the Licensee from offering or discontinuing promotional discounts upon less than thirty (30) days notice.

(b) At the time of initial solicitation 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 from receipt of notification of any rate increase to either downgrade Service or terminate Service altogether without any charge. Once a Subscriber has requested a change in Service at any time within said thirty (30) day period, the Licensee shall commence billing said Subscriber at the new rate from the date of the service change. Change of service policies shall comply with the Massachusetts Department of Telecommunications and Energy ("DTE"), Cable Division, Regulation 207 CMR §10.00 et seq., as may be from time to time be amended, attached hereto as ***Exhibit 5.***

Section 9.3---PUBLICATION AND NON-DISCRIMINATION

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

Section 9.4---CREDIT FOR SERVICE INTERRUPTION

In the event that the Licensee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that said interruption is not caused by the Subscriber, the Licensee shall grant such Subscriber a pro rata credit or rebate in accordance with M.G.L. c. 166A Section 5 (L).

Section 9.5---PASS-THROUGH AND ITEMIZATION OF COSTS

Pursuant to applicable law, the Licensee has the right to pass-through and/or itemize certain increased costs related to this Renewal License, in compliance with such laws.

**ARTICLE 10
INSURANCE AND BONDS**

Section 10.1---INSURANCE

No later than thirty (30) days after the Effective Date and at all other times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

- (1) A general comprehensive liability policy naming the Issuing Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one Person in any one occurrence.
- (2) A property damage insurance policy naming the Issuing Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insureds which will defend, indemnify and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one Person in any one occurrence.
- (3) Automobile liability insurance for owned automobiles, and/or rented automobiles in the amount of:
 - (a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;
 - (b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and
 - (c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.
- (4) Worker's Compensation and Employer's Liability in the minimum amount of:
 - (a) Statutory limit for Worker's Compensation; and
 - (b) One Hundred Thousand Dollars (\$100,000.00) for Employer's Liability.
- (5) The following conditions shall apply to the insurance policies required herein:

- (a) Such insurance shall commence no later than thirty (30) days following the Effective Date of this Renewal License.
- (b) 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.
- (c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in Massachusetts.
- (d) Evidence of insurance shall be submitted to the Issuing Authority and/or its designee(s) prior to commencement of any construction under this Renewal License.

Section 10.2---PERFORMANCE BOND

(a) No later than ninety (90) days following the Effective Date of the License, Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Fifty Thousand Dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 12.2 (*Liquidated Damages*).

(c) The performance bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from the 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 10.3---REPORTING

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

Section 10.4---INDEMNIFICATION

The Licensee shall indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, committees, commissions, 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 construction, installation, operation, maintenance 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, and shall also include the reasonable value of any services rendered by the Town attorney.

The Town agrees to indemnify and hold harmless the Licensee, its employees, officers or agents against all claims for damage due to the negligence of the Town, its officials, boards, committees, commissions, agents and/or employees.

Section 10.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

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

It is hereby understood and agreed that this insurance policy/performance bond shall not be canceled, 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 11 ADMINISTRATION AND REGULATION

Section 11.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System. The Issuing Authority shall 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 12.1 (*Determination of Breach*).

Section 11.2---NONDISCRIMINATION

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

Section 11.3---EMERGENCY REMOVAL OF PLANT

If, in case of fire or disaster in the Town at any time, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, 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 provided the Town contacts the Licensee prior to its actions. In such event, the Licensee shall reimburse the Issuing Authority the reasonable cost and expense of such emergency removal within thirty (30) days of submission of a bill thereof.

Section 11.4---REMOVAL AND RELOCATION

The Issuing Authority shall have the authority 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 authority to remove or relocate the same, which reasonable cost the Licensee shall reimburse to the Town. In such event, the Licensee shall reimburse the Issuing Authority the reasonable cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 11.5---INSPECTION

Upon written notice to the Licensee, except in the case of an emergency, the Issuing Authority and/or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town during Normal Business Hours. The Licensee may be present, and shall fully cooperate with the Issuing Authority, during such inspection(s).

Section 11.6---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 this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

Section 11.7---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing during each year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things: 1) review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on Cable System construction, PEG Access channels, facilities and support, customer service and complaint response, and broad categories of programming; 2) review current technological developments in the cable television field, pursuant to Section 6.6 (*Changes in Cable Television Technologies*) herein; and 3) hear comments, suggestions and/or complaints from the public.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the construction, installation, maintenance or operation 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 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.

(d) 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 this Section 11.7.

ARTICLE 12

DETERMINATION OF BREACH LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 12.1---DETERMINATION OF BREACH

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

- (1) 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
- (2) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured.

(b) In the event that i) the Licensee fails to respond to such notice of default; or ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority 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. 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 this Renewal License.

(c) In the event that the Issuing Authority, after such hearings, determines that the Licensee is in default, the Issuing Authority may determine to pursue any of the following remedies:

- (1) assess liquidated damages in accordance with the schedule set forth in Section 12.2 (*Liquidated Damages*) below; or
- (2) seek specific performance of any provision of the Renewal License which reasonably lends itself to such remedy as an alternative to damages; or
- (3) commence an action at law for monetary damages; or

- (4) foreclose on all or any appropriate part of the security provided for liquidated damages assessed against Licensee pursuant to Section 10.2 (*Performance Bond*) and Section 12.2 (*Liquidated Damages*) below; or
- (5) declare the Renewal License to be revoked subject to Section 12.3 (*Revocation of Renewal License*) below and applicable law; or
- (6) invoke any other remedy available to the Town.

(d) Licensee shall have the right to appeal any decision of the Town to a court of competent jurisdiction.

Section 12.2---**LIQUIDATED DAMAGES**

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 12.1 (*Determination of Breach*) above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 12.1 (*Determination of Breach*) above, of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 12.1 (*Determination of Breach*) above.

- (1) For failure to request the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Article 3 (*Transfer and Assignment of Renewal License*) herein, Two Hundred Dollars (\$200.00) per day, for each day that such non-compliance continues.
- (2) For failure to comply with the FCC's Customer Service Obligations, and the Massachusetts Department of Telecommunications and Energy ("DTE"), Cable Division, Billing Practices Regulation 207 CMR §10.01 et seq., as each may from time to time be amended. Fifty Dollars (\$50.00) for each day that any such non-compliance continues.
- (3) For failure to submit reports, pursuant to Article 14 (*Reports, Audits and Performance Tests*) herein, Fifty Dollars (\$50.00) per day that said reports are not submitted as required.
- (4) For failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the Licensee, at least thirty (30) days prior to the effective date of any such schedule change or other change thereto, pursuant to Section 9.2 (*Notification of Rates and Charges*) herein, Fifty Dollars (\$50.00) per day that such non-compliance continues.

- (5) For failure to operate and maintain the Cable Television System, in accordance with Section 4.1 (*Subscriber Network*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues.
- (6) For failure to comply with the PEG Access commitments contained in Article 7 (*Access Commitments and Policies*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues.
- (7) For failure to maintain the bonds and insurance required by Article 10 (*Insurance and Bonds*) herein, One Hundred Dollars (\$100.00) per day, for each day of non-compliance.

Section 12.3---REVOCATION OF THE RENEWAL LICENSE

In the event that the Licensee repeatedly fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein, subject to the procedures of Section 12.1 (*Determination of Breach*) above and applicable law.

Section 12.4---TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 12.1 (*Determination of Breach*) and Section 12.2 (*Liquidation of Damages*) above; or ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority.

Section 12.5---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 ordinance shall preclude the availability of any other such remedy.

Section 12.6---NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Issuing Authority to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the

rights of the Issuing Authority under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) A waiver of any right or remedy by the Issuing Authority at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority at any other time. In order for any waiver of the Issuing Authority to be effective, it shall be in writing. The failure of the Issuing Authority 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 to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

(d) Acceptance of the terms and conditions of this Renewal License will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Licensee or the Issuing Authority of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.

**ARTICLE 13
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

Section 13.1---BUSINESS/CUSTOMER SERVICE OFFICE

The Licensee shall maintain a business/customer service office that is located in the Town of Plymouth, where Subscribers will be able to pay bills, and pick up and drop off equipment. The office will be open during Normal Business Hours and any additional hours as Licensee deems necessary to accommodate the Subscribers of the Town.

Section 13.2---TELEPHONE ACCESS

(a) The Licensee shall have a publicly listed toll-free customer service telephone number. The Licensee's telephone access hours will be twenty-four (24) hours a day, seven (7) days a week.

(b) The Licensee shall comply with the FCC's Customer Service Obligations, at 47 C.F.R. §76.309(c), attached hereto as ***Exhibit 6***, as may be amended from time to time. Those regulations currently require that, under Normal Operating Conditions, as defined, 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.

Section 13.3---NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE

In accordance with applicable law, the Licensee shall mail to each of its Subscribers a notice which:

(a) Informs Subscribers how to communicate their views to the Licensee and to the Office of the Attorney General, Consumer Protection and Antitrust Bureau; and

(b) States the responsibility of the Office of the Attorney General, Consumer Protection and Antitrust Bureau to receive and act on consumer complaints.

Such notice shall be in non-technical language, understandable by the general public, and in a convenient format. On or before January 30th of each year, the Licensee shall certify to the Issuing Authority and to the Office of the Attorney General, Consumer Protection and Antitrust Bureau that it has distributed the notice as provided in this Section during the previous calendar year as required by this Section.

Section 13.4---BILLING PRACTICES INFORMATION AND PROCEDURES

Billing procedures shall conform in all respects to FCC Regulations and the Massachusetts Department of Telecommunications and Energy (“DTE”), Cable Division, Regulation 207 CMR §10.00 as they currently exist, and as they may from time to time be amended. In addition:

(a) The Licensee shall bill all Subscribers to its Cable Television System in a uniform, non-discriminatory manner, regardless of a Subscriber's level of Service(s). The bill shall have an explicit due date.

(b) The Licensee shall provide all Subscribers with itemized bills that contain the information required by federal law and/or regulation.

(c) Late charges, if applied, shall in no case be imposed earlier than thirty (30) days after the due date, and shall not be imposed should a bona fide dispute arise concerning a Subscriber's bill.

(d) Subscribers shall have thirty (30) days from the due date of a bill in which to register a complaint or dispute concerning said bill.

(e) The affected Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall the Licensee, prior to the resolution of a billing dispute, disconnect, assess a late payment charge or require payment of a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, provided the Subscriber notifies the Licensee of said dispute within thirty (30) days following the beginning of the billing period for which service was rendered under the disputed bill.

Section 13.5---RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS

(a) The Licensee shall respond to all requests for Service that are received under Normal Operating Conditions, as defined in 47 C.F.R. §76.309 on a first-come, first-served basis Monday through Friday. Such requests shall be handled immediately, if possible, but in all instances, within twenty-four (24) hours of the original call. Verification of the problem and, where possible, resolution, shall occur within forty-eight hours. In all cases, the Licensee's resolution of the problem shall occur within four (4) days of the Subscriber's request.

(b) Calls for repair service after Normal Business Hours and on Saturdays, Sundays and holidays shall be scheduled by the Licensee's personnel according to normal repair service policies.

(c) The Licensee shall ensure that there are stand-by personnel on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by personnel of an unusual number of calls or a number of similar Complaint calls or a number of calls coming from the same area.

Section 13.6---COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of billing and privacy disputes and Complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures to all Subscribers, as well as the Issuing Authority.

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

- (1) 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.
- (2) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Massachusetts Department of Telecommunications and Energy ("DTE"). The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.
- (3) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or his designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.
- (4) 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) may suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which amendments the Licensee shall negotiate in good faith.

Section 13.7---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 Television System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide signal quality problem concerning consistently poor or substandard signal quality in the System, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied.

The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent signal degradation.

Section 13.8---**EMPLOYEE AND AGENT IDENTIFICATION CARDS**

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

Section 13.9---**PROTECTION OF SUBSCRIBER PRIVACY**

The Licensee shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and State privacy laws and regulations.

ARTICLE 14 REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1---GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, with respect to the Cable System in the Town, any Service, pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the requested information is confidential and proprietary, the Licensee shall provide the following documentation to the Town: i) specific identification of the information; ii) statement attesting to the reason(s) Licensee believes the information to be confidential; and iii) a statement that the documents are available at the Licensee's designated offices within the State for inspection by the Town. The Town shall take reasonable steps to protect the proprietary and confidential nature of any books, records, Service Area maps, plans or other Town-requested documents that are provided to the extent that they are designated as such by the Licensee in accordance herewith, including, without limitation, cooperating with the Licensee's exercise of its rights to protect its confidential information from public disclosure.

Section 14.2---FINANCIAL REPORTS

Licensee shall provide all financial reports required by State and/or federal law.

Section 14.3---CABLE SYSTEM INFORMATION

Upon written request of the Town, the Licensee shall file no more than annually, with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, i) the number of Basic Service Subscribers, ii) the number of dwelling units passed, and iii) the number of plant miles in construction/upgrade or completed.

Section 14.4---SUBSCRIBER COMPLAINT LOG

(a) The Licensee shall keep a record or log of all written Complaints received regarding quality of Service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Licensee for a period of two (2) years.

(b) Such record(s) shall contain the following information for each Complaint received:

- (1) Date, time and nature of the Complaint;
- (2) Investigation of the Complaint; and
- (3) Manner and time of resolution of the Complaint.
- (4) If the Complaint regards equipment malfunction or the quality of reception, the Licensee shall file a report indicating the corrective steps it has taken, with the nature of the problem stated.
- (5) The Licensee shall make available to the Issuing Authority records of such Complaints, as allowed by applicable law.

Section 14.5---INDIVIDUAL COMPLAINT REPORTS

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

Section 14.6---OUTAGE LOG

The Licensee shall maintain an outage log showing the date, approximate time, duration, type and probable cause of all headend, trunk and/or distribution line service failures due to causes other than routine testing or maintenance at reasonable times. Said logs shall be provided to the Issuing Authority, or its designee, and maintained by the Licensee for a period of not less than three (3) years.

Section 14.7---ANNUAL PERFORMANCE TESTS

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

Section 14.8---QUALITY OF SERVICE

(a) 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 have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing

Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

- (1) the nature of the complaint or problem which precipitated the special tests;
- (2) the System component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such complaint or problem was resolved; and
- (5) any other information pertinent to said tests and analysis which may be required.

(c) At the end of said thirty day (30) period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority. Such tests shall be supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority; provided, however, that the Licensee shall receive fourteen (14) days notice and a reasonable opportunity to cure.

Section 14.9---INVESTIGATION

The Licensee shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency.

Section 14.10---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.

Section 14.11---ADDITIONAL INFORMATION

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

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

Section 15.2---CAPTIONS

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

Section 15.3---SEVERABILITY

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

Section 15.4---RENEWAL LICENSE EXHIBITS

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

Section 15.5---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 include, but not be limited to, 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 Commonwealth of Massachusetts 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 and/or materials beyond the control of the Licensee.

Section 15.6---REMOVAL OF ANTENNAS

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

Section 15.7---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 15.8---APPLICABILITY OF RENEWAL LICENSE

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

Section 15.9---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) or overnight delivery service to the Town of Plymouth, Attn: Board of Selectmen, 11 Lincoln Street, Plymouth, MA 02360 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Adelphia Communications, Attn: Legal Department, 200 Minuteman Road, Suite 102, Andover, MA 01810 and Adelphia Communications, Attn: General Manager, 35 Resnik Road, Plymouth, MA 02360, and 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 receipt of such notice(s).

(b) All required notices shall be in writing.

Section 15.10---RESERVATION OF RIGHTS

Acceptance of the terms and conditions of this Renewal License will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by either the Issuing Authority or Licensee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. Both parties hereby acknowledge that each

party reserves all of its rights under applicable Federal and State Constitution laws and regulations.

Section 15.11---WARRANTIES

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

The Licensee is duly organized, validly existing and in good standing under the laws of the State; and is authorized to enter into this Renewal License.

Section 15.12---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, 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 15.13---NO RECOURSE AGAINST THE ISSUING AUTHORITY

The Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

Section 15.14---COST OF PUBLICATION

The Licensee shall assume all costs of publication, printing and distribution of this Renewal License for the use of, and at the request of, the Issuing Authority, up to a limit of fifteen (15) copies.

Section 15.15---TOWN'S RIGHT OF INTERVENTION

Subject to applicable law, 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 this Renewal License, or any provision in this Renewal License.

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Plymouth, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Chelsea Communications, LLC, I/k/a Adelphia Communications.

Town of Plymouth, Massachusetts

By:

Chairman, Board of Selectmen

Selectman

Selectman

Date: _____

**Accepted by Chelsea Communications, LLC,
I/k/a Adelphia Communications**

By: _____
Robert G. Wahl

Title: Senior Vice President, Operations
Northeast Region

Date: _____

EXHIBIT 1

SIGNAL CARRIAGE

The Licensee shall provide throughout the term of the Renewal License the following broad categories of Programming services:

- Broadcast Stations
- Family Programming
- Sports Programming
- News and Weather Programming
- Variety Programming
- Cultural and Arts Programming
- Music Programming
- Educational and Children's Programming
- Financial and Business Programming

EXHIBIT 2

FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

The following public buildings, and all new public buildings built and/or otherwise occupied during the term of the Renewal License, shall receive one (1) standard installation and the monthly Basic Cable Service, at no charge to the Issuing Authority:

Any new Town administration buildings, public primary and secondary schools, and public libraries provided such buildings are located within two hundred and fifty feet (250 ft.) of Licensee's existing distribution plant.

Brook School	1181	State Rd.	Plymouth, MA 02360
Church School	388	Court St.	↓
PCIS School	117	Long Pond Rd.	
School	11	Lincoln, St.	
School	25	Alden St.	
School	860	Federal Furnace	
School	258	Standish Ave.	
School	1181	State Rd.	
School		Whiting St.	
School	70	Manomet Pt. Rd.	
School	6	Lincoln St.	
School	10	Oak St.	
School	125A	Long Pond Rd.	
School	41	Obery St.	
School	490	Long Pond Rd.	
School	178	Bourne Rd.	
School	170	Plympton Rd.	
School Dept.	253	South Meadow Rd.	
School-PCIS	125	Long Pond Rd.	
So. Elementary	178	Bourne Rd.	
Access TV	130	Court St.	
District Attorney	14	Main St.	
Fire Dept.	114	Sandwich St.	
Fire Station	2209	State Rd.	
Fire Station	533	Bourne Rd.	
Fire Station	114	Sandwich St.	
Fire Station	827	State Rd.	
Fire Station		Spooner St.	
Fire Station	240	Samoset St.	

*Town of Plymouth, Massachusetts
Renewal License*

Harbormaster	11	Town Wharf
Highway Dept.		Howland St.
Libarary	12	Strand Ave.
Library	132	South St.
Manomet Youth	659	State Rd.
Operations	44	Obery St.
Plymouth DPW	159	Camelot Park
Police Dept.	20	Long Pond Rd.
Sewer	131	Camelot Park
Sherrif's Dept.	24	Long Pond Rd.
Town Hall	25	S. Russell St.
Town Hall	11	Lincoln St.
USFOF	131	Camelot Dr.
Water Dept.	197	Water St.

EXHIBIT 3

CURRENT REMOTE TRANSMISSION LOCATIONS

- Plymouth Town Hall – Mayflower Room
- Plymouth North High School – Auditorium
- Plymouth Waterfront – Across from Cole’s Hill
- Plymouth Public Library – Meeting Room
- Memorial Hall - Backstage

EXHIBIT 4

**GROSS ANNUAL REVENUES REPORTING FORM
TOWN OF PLYMOUTH, MASSACHUSETTS**

Cable Company: **Chelsea Communications, LLC, I/k/a Adelphia Communications**

Municipality: **Town of Plymouth, Massachusetts**

Revenue Period: _____

Year: _____

Description

Revenues

Gross Annual Revenues \$ _____

License Fee Percentage _____%

License Fee Due/Enclosed \$ _____

EXHIBIT 5

**MASSACHUSET CABLE TELEVISION DIVISION
207 CMR §10.00**

See following pages.

EXHIBIT 6

**FCC CUSTOMER SERVICE OBLIGATIONS
47 C.F.R. §76.309 (c)**

See following pages.