

**RENEWAL
CABLE TELEVISION LICENSE**

**GRANTED TO
COMCAST of MASSACHUSETTS I, Inc.**

**BY
The BOARD of SELECTMEN
TOWN of SAUGUS,
MASSACHUSETTS**

October 10, 2006 – October 9, 2016

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SAUGUS RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee"), is the duly authorized holder of a license to operate a cable television system in the Town of Saugus, Massachusetts (hereinafter the "Town"), said license having commenced on August 25, 1995;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated November 5, 2002 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated June 22, 2005;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with the Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

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 words "shall" and "will" are always mandatory and not merely directory, and "may" is permissive.

(1) Access-The right or ability of any Saugus resident and/or any Persons affiliated with a Saugus institution to use designated Public, Education and Government ("PEG") Access facilities, equipment and/or Licensee owned PEG Access Channels of the Cable Television System, subject to the conditions and procedures established by the Town and/or its designee for such use.

(2) Access Channel-A video channel which the Licensee owns and is made available for use by the Town, its designee(s) and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations. An Access Channel is staffed, managed and operated by the Issuing Authority and/or its designee(s).

(3) Access Corporation-The entity which may be designated by the Issuing Authority of the Town of Saugus from time to time, for the purpose of staffing, operating and managing the use of Public, Educational and/or Governmental Access funding, facilities, equipment and channels on the Cable Television System.

(4) Affiliate-When used in relation to any person, means another Person who owns or is controlled by, or is under common ownership with such Person.

(5) Basic Cable Service or Basic Service-The service tier which includes the retransmission of local television broadcast signals as required by federal law.

(6) CMR-The Code of Massachusetts Regulations.

(7) Cable Act-Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).as may be amended from time to time.

(8) Cable Division-The Cable Television Division of the Massachusetts Department of Telecommunications and Energy or successor thereof.

(9) Cable Service-Pursuant to federal law, as may be amended, (A) the one-way transmission to subscribers of (i) Video Programming, or (ii) other programming Service, and (B) subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming Service.

(10) Cable Television System or Cable System-The facility owned, constructed, installed, operated and maintained by Licensee in the Town of Saugus, 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.

(11) Commercial Subscriber-A commercial, non-residential Subscriber to Cable service.

(12) Converter-Any device changing the frequency of a signal that delivers Cable Service. A Subscriber Converter may expand reception capacity and/or unscramble coded signals distributed over the Cable System.

(13) Downstream Channel-A channel over which Cable Service travels from the Cable System Headend to an authorized recipient of Programming.

(14) Drop-The cable that connects a home or building to the Subscriber Network or Institutional Network.

(15) Educational Access Channel-A specific PEG Access Channel on the Cable System made available by the Licensee to Saugus educational institutions and/or educators wishing to present non-commercial educational Programming and information to the public, and managed and operated by the Issuing Authority or its designee(s).

(16) Effective Date-October 10, 2006

(17) FCC-Federal Communications Commission or any successor governmental entity.

(18) Franchise Fee(s)-The payments to be made by the Licensee to the Issuing Authority which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(19) Gross Annual Revenues-All revenues derived by the Licensee and/or its Affiliates from 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; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues (including bulk account revenues); Pay Cable or Premium Service revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other Cable Service-related

equipment rentals and/or leases or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein 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 Television System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenues of Affiliates and/or Persons relating to Cable Service carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Cable Service carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(20) 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.

(21) Hub or Hub-Site-A sub-Headend, generally located within a cable television community, which may include but not be limited to (i) signal processing or switching, or (ii) placement of a fiber node or transportation super trunk.

(22) Institutional Network ("I-Net")-The dedicated, separate network, consisting of Upstream and Downstream Channels owned by the Licensee, for the use of the Issuing Authority, its designees, and Town departments for PEG Access Video Programming.

(23) Issuing Authority-The Board of Selectmen of the Town of Saugus, Massachusetts, or the lawful designee thereof.

(24) Licensee-Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(25) License Fee-The license fee as set forth in M.G.L.c. 166A, § 9.

(26) Outlet-An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System. Outlet, when used in the context of an I-Net Outlet, means an interior receptacle, generally mounted in a wall that is used to connect PEG Access-related audio and video equipment to the I-Net.

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

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

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

(30) PEG-The acronym for “public, educational and governmental,” Access used in conjunction with Access Channels, support and facilities.

(31) Person-Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or legally recognized group of individuals acting in concert.

(32) Prime Rate-The prime rate of interest at the Bank of America in Boston or its successor.

(33) Public, Educational and Governmental (PEG) Access Channel(s)-Video channel(s) owned by Licensee and made available to the Issuing Authority or its designee(s) for the use of Saugus residents, organizations and/or institutions, including the Town of Saugus and/or its designees and educational institutions.

(34) PEG Access Transition Date-That date to be agreed to by the Issuing Authority and the Licensee which shall be no later than forty five (45) days after the Effective Date of this Renewal License when the obligation to staff and manage Saugus PEG Access is transferred from the Licensee to the Issuing Authority and/or its designee(s).

(35) Public Way-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.

(36) Public Buildings-Those buildings owned or leased by the Issuing Authority for solely government administrative purposes, and shall not include buildings owned by the Town but leased to third parties or buildings such as storage facilities at which Town employees are not regularly stationed.

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

(38) Scrambling/encoding-The electronic distortion of a signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device issued by the Licensee.

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

(40) Standard Installation-The standard one hundred twenty-five foot (125') Drop connection to the existing distribution system.

(41) Subscriber-A Person or User of the Cable System who lawfully receives Cable Service over the Cable System.

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

(43) Town-The Town of Saugus, Massachusetts.

(44) Upstream Channel-A channel over which signals travel from an authorized location to the Cable System Headend.

(45) User-A Person utilizing the Cable Television System or the Institutional Network, including all related PEG Access facilities for purposes of production and/or transmission of Video Programming as opposed to utilization solely as a Subscriber.

(46) Video 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

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

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted and as they may from time to time be amended.

SECTION 2.2 - TERM

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on October 10, 2006, following the expiration of the current license, and shall terminate at midnight on October 9, 2016.

SECTION 2.3 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (b) be construed as a waiver of any codes or lawful bylaws of general applicability and not specific to the Cable Television System, the Licensee, or this License, or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.4 - NON-EXCLUSIVITY OF 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 Town of Saugus; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

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

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

(c) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from any material obligation(s) of its license that causes said other cable television license(s) to be more favorable or less burdensome than 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 such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee reasonably demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

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

(e) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

SECTION 2.5 – POLICE AND REGULATORY POWERS

(a) By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, including with respect to the safety and welfare of the public. The Licensee shall comply with all applicable lawful Town by-laws and regulations, provided such are not specific to the Licensee and/or the Cable System. Any conflict

between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction. Nothing in this Section 2.5 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

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

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Licensee shall make its Cable Service available to all residents of the Town, subject to paragraphs (b) and (c) below, and provided that the Licensee is able to obtain any necessary easements and/or permits.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred and twenty five (125') feet from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than one hundred and twenty five (125') aerial feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges plus a reasonable return on investment in addition to the Standard Installation charge.

(c) Underground installation shall be considered standard and therefore subject to standard underground installation rates within one hundred and twenty five (125') feet of the existing Cable System plant, provided no Trunk and Distribution System construction is required and sub-surface is dirt or similar soft surface. Underground installations within one hundred and twenty five (125') feet of the existing Cable System plant requiring Trunk and Distribution System construction or involving hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment in addition to the Standard Installation charge.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee shall continue to own, operate, maintain and make available to all residents of the Town, subject to Section 3.1 of this Renewal License, a Subscriber Network of at least 750 MHz. The Licensee shall maintain a Subscriber Network fully capable of carrying a minimum of seventy eight (78) channels of Video Programming to Saugus Subscribers.

SECTION 3.3 – LOCATION OF CABLE TELEVISION SYSTEM

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

SECTION 3.4 – UNDERGROUND FACILITIES

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

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

SECTION 3.5 - INSTITUTIONAL NETWORK ("I-NET")

(a) The Licensee shall operate and maintain, for PEG Access Video Programming signals, only, at no cost to the Town or its designee(s), its existing three hundred and thirty Megahertz (330 MHz) Institutional Network ("I-Net") for the use of the Issuing Authority, its designees and/or Town departments. Said I-Net shall provide thirty-six (36) channels in the downstream direction and thirty-six (36) channels in the upstream direction. The I-Net shall be capable of transmitting PEG Access Programming from the Town buildings and other institutions specified in **Exhibit 3.5**, attached hereto, ("I-Net Buildings").

(b) The Issuing Authority, its designees and Town departments shall continue to have the right to use the I-Net for non-commercial, PEG Access Video Programming purposes without charge(s), for the entire term of this Renewal License.

(c) The Licensee shall maintain the I-Net Drops identified in Exhibit 3.5 without charge(s) to the Issuing Authority, the Town, and/or its departments. Additional I-Net Drops along the existing, activated I-Net routes, if any, in excess of the designated locations in Exhibit 3.5 shall be installed by the Licensee, subject to payment by the Town of the Licensee's actual costs for time and materials plus a reasonable return on its investment as allowed pursuant to applicable law. The Issuing Authority or its designee shall determine the location of all new I-Net Drops.

(d) The Licensee shall provide, at no cost to the Town or its designated Users, origination capability to those I-Net Buildings contained in Exhibit 3.5 attached hereto.

(e) The Licensee shall continue to maintain the I-Net Drops identified in Exhibit 3.5 without charge(s) to the Issuing Authority, the Town, and/or its departments.

(f) Construction, installation and activation of any newly designated Drop and Outlet shall be completed within ninety (90) days of designation by the Town, for aerial Drops, and within one hundred eighty (180) days of designation by the Town, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each such connection with the appropriate officials in each of the buildings/institutions designated to receive a Drop or Outlet, prior to the installation of such a Drop or Outlet. The Town shall designate such officials in writing to the Licensee.

(g) The I-Net shall be interconnected with the Subscriber Network at the Hub Site, or such other location determined by the Licensee. All remote video signals shall be sent on an Upstream

Channel to the Hub Site, or other location, where it shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. Said signal reprocessing shall be performed by the Licensee at no cost to the Town and/or the Access Corporation.

(h) The Licensee shall continue to have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net. Acquisition and maintenance of modulators and/or other equipment used to originate PEG Access Video Programming signals onto the I-Net shall be the sole responsibility of the Issuing Authority or its designee.

(i) The Licensee shall be responsible for any Headend, Hub and/or other switching equipment necessary to make the I-Net function as required herein. The Licensee shall also be responsible for equipment to enable the I-Net to automatically switch to the Subscriber Network, if necessary, in order that I-Net transmissions may be transmitted upstream to the Headend via an I-Net channel and downstream on a PEG Access Channel. The Town and/or the Access Corporation shall be responsible for any manual switching necessary to cablecast PEG Access Video Programming from any remote location(s).

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

(k) There shall be no charges and/or costs to the Issuing Authority, its designees, and/or the Town, for the continued use, operation and maintenance of the I-Net for the entire term of this Renewal License.

(l) Nothing in this Section 3.5, or elsewhere in this Renewal License, shall prevent the Issuing Authority from allowing an Access Corporation from using one (1) or more of the designated I-Net channels described in Section 3.5 (a) herein for non-commercial purposes.

(m) The Licensee shall extend the I-Net to any new Town or Public School building, upon no less than twelve (12) months written notice by the Issuing Authority to the Licensee. The cost of said extension shall be paid for by the Town and/or the Public Schools as determined by the Issuing Authority at the actual cost of construction plus a reasonable rate of return. The Licensee shall, within a reasonable period of time after a written request by the Issuing Authority, provide a written estimate of the projected cost of the I-Net extension to the Issuing Authority and shall in good faith discuss the specifics of such estimate(s) and less costly alternatives, if any, with the Issuing Authority and its representative(s). Full payment of the final construction cost of said I-Net extension shall be made by the Issuing Authority or its designee in accordance herewith within thirty (30) days of receipt by the Issuing Authority of an invoice from the Licensee. In the event

that the payment required to be made pursuant to this Section 6 (m) is not tendered on or before the date required herein, interest due on such required payment shall accrue and be paid to the Licensee from the original date due (30 days after receipt of said invoice) at the rate of two percent (2%) above the Prime Rate.

SECTION 3.6 - SUBSCRIBER NETWORK CABLE DROPS TO PUBLIC BUILDINGS

(a) In accordance with applicable law, the Licensee shall continue to provide, and maintain, at no charge, one (1) Subscriber Cable Drop and Outlet and monthly Basic Service at no charge to all public schools and Public Buildings along the Cable System plant route included in **Exhibit 3.6**, attached hereto and make a part hereof.

(b) Upon written request by the Issuing Authority, the Licensee shall provide one (1) Drop, Outlet and Basic Cable Service at no charge to any new Public Buildings, along the Cable System plant route subject to the limitations set forth above. A representative of the Licensee shall consult with the Issuing Authority or its designee to determine the appropriate location for a newly requested Outlet prior to requesting that the Licensee install the free service.

(c) Nothing in this Section shall require the Licensee to move existing Drops or Outlets, as listed in Exhibit 3.6, or install additional Drop(s) or Outlet(s) to any municipal or Town owned or leased Public Building which already has a free Drop or Outlet.

SECTION 3.7 - PARENTAL CONTROL CAPABILITY

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

SECTION 3.8 - EMERGENCY ALERT OVERRIDE CAPACITY

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

SECTION 3.9 - SYSTEM TECHNICAL SPECIFICATIONS

The Cable Television System shall conform to the FCC technical specifications, including 47 CFR 76.05, attached hereto as **Exhibit 3.9**. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

MAINTENANCE AND OPERATION

SECTION 4.1 - SYSTEM

(a) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, lawful bylaws of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, the National Television Standards Code, the Massachusetts Electrical Code, the rules and regulations of the FCC and the Cable Division, all State and local laws, and all land use restrictions, as the same exist or as same may be hereafter changed or amended.

(b) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(c) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as is reasonably possible before entry and as soon as reasonably possible. 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 the performance thereof. Upon failure of the Licensee to comply within the time specified, 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 written demand by the Issuing Authority.

SECTION 4.3 - TREE TRIMMING

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

SECTION 4.4 - STRAND MAPS

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed. Upon written request said strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains. Upon written request, the Licensee shall file with the Issuing Authority updated strand maps not more than once annually, not later than sixty (60) days after a written request.

SECTION 4.5 - BUILDING MOVES

(a) In accordance with applicable laws, the Licensee shall, at its sole expense, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.6 - DIG SAFE

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

SECTION 4.7 - DISCONNECTION AND RELOCATION

(a) The Licensee shall, upon reasonable advance written notice from the Issuing Authority or its designee, at no charge or cost to the Town, protect, support, temporarily disconnect, relocate in the same Public Way, or remove from other Public Ways, 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.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority or its authorized designee to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.9 – REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is deemed by the Issuing Authority and/or its designee to be dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee may require an itemized invoice detailing, including but not limited to, the number of hours, the hourly rate used, materials used and any other miscellaneous costs incurred as a result of said removal or relocation. The Licensee shall reimburse the Issuing Authority the cost and expense of such removal within sixty (60) days of submission of a bill thereof.

SECTION 4.10 - PEDESTALS

In any cases in which Pedestals housing active and passive devices are to be utilized, in Public Ways or within the public lay-out, such equipment must be installed in accordance with applicable Town by-laws and/or regulations. All such Pedestals shall be shown on the strand maps submitted to the Town in accordance with Section 4.4

SECTION 4.11 – SERVICE OUTAGE NOTIFICATION

The Licensee shall, upon written request by the Issuing Authority, provide a written explanation of any service outage affecting multiple Subscribers in the Town.

SECTION 4.12 – COMMERCIAL ESTABLISHMENTS

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

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

The Licensee shall make available a Basic Service to all Saugus Subscribers pursuant to applicable statute or regulation.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, the Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant to applicable federal law, all Video Programming decisions, including the Licensee's current Video Programming in the Town, (other than the PEG Access Video Programming provided in accordance with this Renewal License) are at the sole discretion of the Licensee which may change from time to time.

(b) Licensee shall comply with 76.309(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of substantial programming changes.

SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS

The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the Converter installed by the Licensee and allow the use of said remotes. The Licensee takes no responsibility for changes in its equipment or Cable Service that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All broadcast signals that are transmitted to the Licensee's Headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – LEASED ACCESS

Pursuant to 47 U.S.C. 532, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with applicable federal law.

SECTION 5.6 – SCRAMBLING/ENCODING and A/B SWITCH

(a) An A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law and/or regulation.

(b) Unless otherwise required by applicable law(s), Licensee shall not Scramble or otherwise encode, in any manner or form, (i) any of the PEG Access Channels or (ii) any channel not authorized under applicable law or regulation to be scrambled. The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s) as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of Programming, in accordance with applicable law(s).

SECTION 5.7 – CONTINUITY OF SERVICE

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

ARTICLE 6

PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS CHANNELS & SUPPORT

SECTION 6.1 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

Subject to Section 6.4 below, the Town or its designee(s) (which designee may include a non-profit Access Corporation, as designated by the Issuing Authority), shall be responsible for the provision of Public, Educational and/or Governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

SECTION 6.2 - PEG ACCESS RESPONSIBILITIES

The Town and/or its designee(s) may provide services to PEG Access Users and the Town, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
- (2) Manage the PEG Access studio;
- (3) Manage the funding, pursuant to Section 6.7 below;
- (4) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.8 below;
- (5) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (6) Provide technical assistance and production services to PEG Access Users, in accordance with available funding;
- (7) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (8) Provide publicity, fund raising, outreach, referral and other support services to PEG Access Users;
- (9) Assist Users in the production of PEG Access Programming of interest to Subscribers and focusing on Town issues, events and activities; and
- (10) Accomplish and perform all such other tasks as appropriate and necessary, as may be authorized by the Issuing Authority.

SECTION 6.3 - PEG ACCESS CHANNELS

(a) In accordance with 47 U.S.C 531, the Licensee shall, commencing on the Effective Date of this Renewal License, continue to make available to the Town or its designee, two (2) PEG (Public, Educational, Government) Access Channels for use by residents of the Town, Town educational authorities, organizations serving the Town and Town government officials.

(b) Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers without charge to the Town, the public schools, or any organizations serving the Town.

(c) The Issuing Authority may request an additional PEG Access Channel for PEG Access use for a total of three (3) PEG Access Channels, so long as a threshold use requirement is met. In order to request the third PEG Access Channel, existing PEG Access Channels must be used to cablecast first run, non-repetitive, locally produced, non-commercial, non-alpha numerical, programming at least eighty percent (80%) of the weekdays (Monday through Friday) for eighty percent (80%) of the time during any consecutive eight-hour period for twenty-six (26) out of thirty (30) consecutive weeks. If there is channel space available on the Basic Cable Service tier at the time of the Issuing Authority's written request for a third PEG Access Channel under this subsection, the Licensee shall make the third PEG Access Channel available within twelve (12) months. If there is no channel space available on the Basic Cable Service tier, the Licensee shall have eighteen (18) months following receipt of the Issuing Authority's written request in which to make such PEG Access Channel available.

(d) The Licensee shall not change the PEG Access Channel locations without the advance written notification to the Issuing Authority or its designee.

(e) The Issuing Authority and/or its designee(s) shall be responsible for providing Video Programming for all activated Access Channels. The Issuing Authority's or its designee(s)' responsibilities include, but are not limited to, the purchase, maintenance, repair and/or replacement of all modulators associated with the provision of PEG Access Video Programming. The output of said modulator(s) is the demarcation point for connection to the Institutional Network, and the Licensee's responsibility for signal transport begins at the output of said modulator(s).

SECTION 6.4 - PEG ACCESS PROGRAMMING

(a) During the period beginning with the Effective Date until forty five (45) days after said Effective Date, or such earlier date as may be agreed to by the Issuing Authority and the Licensee ("PEG Access Transition Date"), the Licensee shall continue to be responsible for managing, operating and programming CTV, the Saugus Community Channel. Said programming shall include, at a minimum, coverage of regular meetings of the Saugus Board of Selectmen and the Saugus School Committee. Additional Town meeting(s) will be covered if requested in writing by the Issuing Authority at least fifteen (15) days in advance of said meeting(s). Beginning on the PEG Access Transition Date, the Licensee shall no longer be responsible for managing, operating or programming Saugus community or PEG Access programming, including CTV.

(b) During the period beginning with the Effective Date and ending on the PEG Access Transition Date or such earlier date as may be agreed upon by the Issuing Authority, the Saugus Public Schools and the Licensee, the Saugus School Department shall continue to be responsible for managing, operating and programming the Saugus High School / Educational Access Channel.

(c) Beginning on the PEG Access Transition Date, the Issuing Authority and/or its designee(s) shall be responsible for management and operation of the PEG Access and the PEG Access Channels, as deemed appropriate by the Issuing Authority.

SECTION 6.5 – PRODUCTION EQUIPMENT RELOCATION

(a) Pursuant to 6.5 (b) below, the Licensee shall relocate television production equipment (listed in **Exhibit 6.5**) from the television production studio located at 55 Jackson Street, Saugus to the television production studio located at Saugus High School, in accordance with the provisions of Section 6.9 below. Installation and use of said equipment shall be the responsibility of the Issuing Authority or its designee(s). The cost for said relocation shall not exceed Three Thousand Five Hundred Dollars (\$3,500.00).

(b) Within twenty one (21) days of the Effective Date of this Renewal License, the Issuing Authority or its designee shall inspect the television production equipment located at 55 Jackson Street, Saugus and clearly indicate on a copy of the attached Exhibit 6.5, that equipment which the Issuing Authority does not wish to take ownership of and which the Licensee shall not be required to relocate to the television production studio located at Saugus High School. Any such equipment not requested by the Issuing Authority to be delivered to the Saugus High School studio shall remain the property of the Licensee, to be used or lawfully disposed of as the Licensee determines. In the event that the Issuing Authority or its designee does not submit to the Licensee within twenty one (21) days of the Effective Date a copy of the aforementioned Exhibit 6.5 indicating equipment that is not to be delivered to the High School studio, the Licensee shall deliver all of the equipment listed in Exhibit 6.5 to the High School studio pursuant to 6.5 (a) above.

(c) As of the PEG Access Transition Date, the studio facility located at 55 Jackson Street in Saugus will close and Licensee shall have no further responsibility or requirements relative to management or operation of Saugus PEG Access Video Programming or Channels or aforementioned television production equipment.

SECTION 6.6 - ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide funding to the Issuing Authority and/or its designee(s) for PEG Access purposes as follows:

November 15, 2006 - December 31, 2007.....	3.00% of Gross Annual Revenues
January 1, 2008 – December 31, 2008.....	3.00% of Gross Annual Revenues
January 1, 2009 – December 31, 2009.....	3.25% of Gross Annual Revenues
January 1, 2010 – December 31, 2010.....	3.25% of Gross Annual Revenues
January 1, 2011 – December 31, 2011.....	3.50% of Gross Annual Revenues
January 1, 2012 – December 31, 2012.....	3.50% of Gross Annual Revenues
January 1, 2013 – December 31, 2013.....	3.50% of Gross Annual Revenues
January 1, 2014 – December 31, 2014.....	3.75% of Gross Annual Revenues
January 1, 2015 – December 31, 2015.....	3.75% of Gross Annual Revenues
January 1, 2016 – October 9, 2016.....	3.75% of Gross Annual Revenues

(b) Any PEG Access funding made directly to the Issuing Authority shall be placed by the Issuing Authority in a restricted account for PEG Access purposes in the nature of a grant account and not into the general fund, which account shall be under the control of the Issuing Authority.

(c) Said PEG Access funding shall commence accruing on the PEG Access Transition Date. PEG Access funding shall be paid on a quarterly basis as described below. The final payment, due for the period of July 1 2016 through the expiration date of this Renewal License and is to be paid forty-five (45) days after the expiration of this Renewal License:

<u>Due Date</u>	<u>Quarter</u>
May 15th	January 1 - March 31
August 15th	April 1 - June 30
November 15th	July 1 - September 30
February 15th	October 1 - December 31

(d) No later than thirty (30) days of the Effective Date of this Renewal License, the Licensee shall make a one-time, advance PEG Access payment in the amount of Eighty-Five Thousand Dollars (\$85,000.00) to the Issuing Authority or its designee(s). This payment will be credited against future PEG Access payments as follows: Twenty-One Thousand Two Hundred Fifty Dollars (\$21,250) against the quarterly payment due on May 15, 2007, Twenty-One Thousand Two Hundred Fifty Dollars (\$21,250) against the quarterly payment due on August 15, 2007, Twenty-One Thousand Two Hundred Fifty Dollars (\$21,250) against the quarterly payment due on November 15, 2007 and Twenty-One Thousand Two Hundred Fifty Dollars (\$21,250) against the quarterly payment due on February 15, 2008.

(e) There shall be no charge by the Licensee to the Town, its PEG Access designee(s) or PEG Access Users for said PEG Access annual funding.

(f) The Licensee shall file with each of the payments pursuant to paragraphs (a) and (b) above, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the total Gross Annual Revenue as defined in Section 1.1(20).

(g) In no case shall said annual support for PEG Access include or be counted against: (i) the PEG Access and Cable-Related Technology Capital funding required by Section 6.7 below; or (ii) the Licensee's obligation pursuant to 6.11(d) below; or (iii) any other fees or payment required by applicable law; provided, however, that said five percent (5%) payment shall be a Franchise Fee, as defined pursuant to Section 622 (h) of the Cable Act, and subject to the five percent (5%) federal cap on such Franchise Fees.

SECTION 6.7 - PEG ACCESS & CABLE-RELATED TECHNOLOGY CAPITAL FUNDING

(a) The Licensee shall provide a total of Three Hundred Thousand Dollars (\$300,000) payable to the Issuing Authority and/or its designee(s), as directed by the Issuing Authority, to be used for PEG Access programming and operations and other cable-related technology, as follows:

- (i) Two Hundred Thousand Dollars (\$200,000), within forty-five (45) days of the Effective Date of this Renewal License;
 - (ii) Fifty Thousand Dollars (\$50,000) within thirty (30) days of the first anniversary of the Effective Date of this Renewal License; and
 - (iii) Fifty Thousand Dollars (\$50,000) within thirty (30) days of the second anniversary of the Effective Date of this Renewal License.
- (b) All equipment purchased with these funds shall be owned, operated and maintained by the Town.
- (c) There shall be no charge to the Town, its PEG Access designee(s) or PEG Access Users for said PEG capital funding.
- (d) Under no circumstances shall said PEG Access and Cable-Related Technology Capital Funding payments be counted against (i) the annual funding payable to the Town and/or its designee pursuant to Section 6.6 above; (ii) the Licensee's obligation pursuant to 6.11(d) below; or (iii) the Licensee Fees payable to the Town pursuant to Section 9.4 below, and/or (iii) any other fees or payments required by applicable law.
- (e) All equipment purchased pursuant to this Section 6.7, shall be the property of the Issuing Authority or its designee(s). The Licensee shall not be responsible for equipment owned by the Town and/or its designee(s), including, but not limited to its maintenance, insurance, repair, or replacement thereof.

SECTION 6.8 - REPORT OF DISBURSEMENTS

Annually, on or before March 31st of each year, the Licensee may request in writing to the Issuing Authority, a written report showing actual disbursements made of the funds provided by the Licensee to the Town pursuant to Article 6 herein for the previous calendar year. The Issuing Authority shall deliver said requested written report of annual disbursements to the Licensee within Sixty (60) days of a request by the Licensee.

SECTION 6.9 - EXISTING PEG ACCESS EQUIPMENT

(a) The Licensee shall, within seven (7) business days of closing the television production studio, located at 55 Jackson Street, in accordance with Section 6.5 (b) above, convey to the Town and/or the Town's designee(s) the existing Licensee-owned studio, production, modulation, and cablecasting equipment relocated to the High School studio pursuant to Section 6.5 (a), and included in Exhibit 6.5 and such additional Licensee-owned equipment, if any, at the Saugus High School studio, Saugus Town Hall and/or the Saugus School Administration Building. All such equipment shall be deeded to the Town for One Dollar (\$1.00). The Licensee shall have no further responsibility whatsoever for the maintenance, insurance, repair and/or replacement for any of the aforementioned equipment.

(b) Said equipment shall be deeded in "as is" condition and without warranty. Upon transfer of said equipment, the Licensee shall not have any further responsibility whatsoever for equipment owned by the Town and/or its designees, including but not limited to maintenance, insurance, repair and/or replacement of said equipment.

SECTION 6.10 – PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with FCC standards; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. The respective producer of PEG Programming (i.e. the Access Corporation, Saugus Public Schools, etc.) shall be responsible for the picture quality of all PEG Access productions. Upon the written request of the Issuing Authority, the Licensee shall provide a copy of its most recent annual Cable System performance tests to the Issuing Authority.

SECTION 6.11 – PEG ACCESS CABLECASTING

(a) In order that the Town and/or its designee(s) can cablecast its Access Programming over the PEG Access Downstream Channels, PEG Access programming shall be modulated then transmitted on the Institutional Network from an Institutional Network drop site to the Headend, without charge, for such purpose. At the Headend, said Access Programming shall be retransmitted in the downstream direction on the appropriate Downstream PEG Access Channels.

(b) The Licensee shall continue to own, operate, maintain, repair or replace equipment at the Headend, at no cost to the Town, in order to receive and process upstream PEG Access Programming from the Institutional Network and routing such Programming as required for distribution to the Subscriber Network. Nothing herein shall require the Licensee to provide, repair, maintain or replace end-user equipment.

(c) Consistent with Section 3.2 above, the Licensee shall ensure that the PEG Access Programming is automatically switched at the Headend to the appropriate PEG Access Channel, in an efficient and timely manner. The Licensee shall not charge the Issuing Authority and/or the Access Corporation for such switching responsibility. Any manual switching shall be the responsibility of the Issuing Authority or its designee (i.e. the Access Corporation). The Licensee shall, if requested by the Issuing Authority, discuss in good faith any difficulties that arise regarding cable casting PEG Access Programming.

(d) If the Town or its designee(s) moves its PEG Access production facilities from the existing Access studio at Saugus High School to a location and building which is not on the existing Institutional Network, the Licensee shall, if requested in writing by the Issuing Authority no later than the third (3rd) anniversary of the Effective Date of this Renewal License, either extend the Institutional Network to said new studio location or provide a one-way, hard-wired video link from said PEG Access studio to the Headend.

- (i) The selection between an extension of the Institutional Network or the one-way, hard-wired video link shall be at the discretion of the Licensee. However, prior to the Town or its designee(s) making a final selection regarding a new studio location not located on the existing Institutional Network, the Issuing Authority shall notify the Licensee of the address of the proposed new studio.
- (ii) The Licensee shall have a right to request a public hearing before the Issuing Authority regarding the anticipated cost to Subscribers arising from the Licensee's cost to provide PEG Access origination from the proposed location in accordance with the provisions of this Section 6.9. The final determination as to whether to locate the studio at the proposed location shall be made by the Issuing Authority and, to the extent applicable, also by the Issuing Authority's designee, and not by the Licensee.
- (iii) The Licensee shall not be required to incur greater than Twenty Thousand Dollars (\$20,000) in the design, installation and construction costs for said extension of the Institutional Network or one-way video link. Any design, installation and construction costs in excess of said Twenty Thousand Dollars (\$20,000) shall be borne by the Town and/or its designee at the actual cost of said design, installation and construction plus a reasonable rate of return. The Licensee shall, within a reasonable period of time after a written request by the Issuing Authority, provide a written estimate of the projected total cost of the extension of the Institutional Network or one-way video link to the Issuing Authority and shall in good faith discuss the specifics of such estimate(s) and less costly alternatives, if any, with the Issuing Authority and its representative(s).
- (iv) The Licensee shall not be required to complete said extension of the Institutional Network or one-way video link earlier than six (6) months from the date of the above referenced final determination by the Issuing Authority of a new studio location to the Licensee.

SECTION 6.12 – CENSORSHIP

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

SECTION 6.13 – PEG ACCESS COSTS

There shall be no charges by the Licensee to the Town, its designee(s), and/or PEG Access Users for use of the PEG Access Channels.

SECTION 6.14 – NON-COMMERCIAL PROGRAMMING

The Issuing Authority and its designee(s) shall not use the designated PEG Access Channels, equipment, or other facilities to provide for-profit commercial programming. Nothing in this Section 6.11 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgments displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

SECTION 6.15 – LATE PAYMENTS

In the event that payments required to be made pursuant to this Article Section 6 or to Section 9.4 below are not tendered on or before the dates fixed therein, interest due on such required payments shall accrue and be paid to the Issuing Authority from the original date due at the rate of two percent (2%) above the Prime Rate.

ARTICLE 7

CUSTOMER SERVICE & CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

(a) The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. The Licensee shall comply with the customer service regulations promulgated by the Cable Division, including, but not limited to 207 CMR 10.00 et seq., attached hereto as **Exhibit 7.1**, as they exist or as they may be amended from time to time.

(b) The Licensee shall continue to provide a convenient location in the area for the payment of bills and the exchange of equipment.

SECTION 7.2 – TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives in its main customer service call center in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 7.2**, during Normal Business Hours, as defined therein.

(b) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Saugus Subscribers, unless required otherwise by applicable law.

SECTION 7.3 – CUSTOMER SERVICE CALL CENTER

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

(b) In the event that the Licensee does not operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow up on their individual problem and/or inquiry.

SECTION 7.4 – INSTALLATION VISITS – SERVICE CALLS – RESPONSE TIME

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

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

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

(d) The Licensee shall remove all Subscriber Drop Cables, within twenty one (21) days of receiving a request from a Subscriber to do so.

SECTION 7.5 - COMPLAINT RESOLUTION PROCEDURES

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

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

- (i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.
- (ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the Complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter.

(c) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

(d) The Issuing Authority shall be notified by the Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 7.6 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's cost, offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 7.7 - SERVICE INTERRUPTIONS

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

SECTION 7.8 - SUBSCRIBER TELEVISION SETS

Unless otherwise permitted by applicable law, the Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 7.9 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee and the Town shall comply at all times as applicable with Section 631 of the Cable Act (47 U.S.C. 551) "Protection of Subscriber Privacy", as may be amended.

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

(c) The Licensee shall comply with all privacy provisions contained in this Article 7 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(d) At the time of entering into an agreement to provide any Cable Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and

dissemination of personal Subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy.

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

SECTION 7.10 – MONITORING

(a) Neither the Licensee nor its agents shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User, unless otherwise required by applicable law, provided, however, that the Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act or applicable law or regulation. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes.

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

SECTION 7.11 – POLLING

Pursuant to applicable law, no poll of a Subscriber or User shall be conducted or obtained, unless: 1) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, 2) the program has an informational, entertainment or educational function which is self-evident, and (3) said poll is in compliance with applicable law and regulation. The Licensee or its designees shall release the results only in the aggregate and without individual references.

SECTION 7.12 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Licensee.

ARTICLE 8

RATES & CHARGES

SECTION 8.1 - RATES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to regulate rates; however, the Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under applicable federal or state law or regulation.

SECTION 8.2 – BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as Exhibit 7.1, as the same may exist or be amended from time to time:

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

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs provided that the Town shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority upon receipt of a claim(s) for which indemnification is sought and, in the event of a legal action against the Town, the Issuing Authority or its designee promptly forwards to the Licensee a copy of the legal complaint served upon the Town. If the Issuing Authority determines that it is necessary for it to employ separate counsel, such costs shall be the responsibility of the Issuing Authority and shall in no manner be the responsibility of the Licensee. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee.

SECTION 9.2 - INSURANCE

At all 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:

- (a) A commercial general liability policy, written on an occurrence basis, on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- (b) A property damage insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds 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).

- (c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:
 - (i) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;
 - (ii) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.
- (d) Workers Compensation in the minimum amount of the statutory limit.
- (e) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000.00) umbrella form over all other insurance required by this Section 9.2.
- (f) The following conditions shall apply to the insurance policies required herein:
 - (i) Such insurance shall commence no later than the Effective Date of the Renewal License.
 - (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
 - (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.
 - (iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.
 - (v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.
 - (vi) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect, the same insurance in the same minimum amounts and meeting the same requirements as required in this Section 9.2.
 - (vii) The Licensee shall be responsible for all deductibles.
 - (viii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all liability insurance policies.

- (ix) Neither this Section 9.2, nor the provision of insurance or insurance proceeds pursuant to this Section 9.2, shall limit the liability of the Licensee pursuant to this Renewal License.
- (x) The Licensee shall provide a certificate of insurance to the Issuing Authority which Certificate shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s). A new certificate of insurance shall be provided by the Licensee to the Issuing Authority prior to the effective date of any renewal, new or additional insurance.

SECTION 9.3 - PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Twenty-Five Thousand Dollars (\$25,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of Section 9.10 below.

(b) The performance bond shall be conditioned upon the faithful performance and discharge of all obligations of this Renewal License. Said bond shall be a continuing obligation of the Renewal License and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the Twenty-Five Thousand Dollars (\$25,000) required herein. Neither this Section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

(c) The performance bond shall contain, at a minimum, a thirty (30) day written notice of cancellation or reduction in the bond amount. A new bond shall be provided by the Licensee to the Issuing Authority prior to the effective date of any renewal or new bond.

SECTION 9.4 – FRANCHISE AND LICENSE FEES

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

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall, upon written notification by the Issuing Authority of such, (i)

immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's regional financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues as defined in Section 1.1(20) derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include (i) the PEG Access Annual Support (Section 6.6) and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act, provided, however, that said 5% shall not include the following: (i) PEG Access Capital Support (Section 6.8); (ii) Production Equipment Relocation (Section 6.5); (iii) PEG Access studio move-related I-Net wiring pursuant to 6.11(d); (iv) interest due herein to the Issuing Authority because of late payments; and (v) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act as it may from time to time be amended.

(d) All payments by the Licensee to the Town pursuant to this Section shall be made payable to the Town and provided to the Board of Selectmen, unless otherwise agreed by the parties.

SECTION 9.5 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

SECTION 9.6 – AFFILIATES USE OF SYSTEM

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

SECTION 9.7 – REPORTS AND RECORDS

(a) In accordance with applicable law, the Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) The Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

(c) In accordance with the regulations of the Cable Division, as may be amended from time to time, the Licensee shall submit a completed copy of the Cable Division Form 500 to the Issuing Authority.

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

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

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

SECTION 9.8 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License

SECTION 9.9 – GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with one or more of its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal to the appropriate appellate entities, the determination of the Town.

SECTION 9.10 – PERFORMANCE EVALUATION HEARINGS

(a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing by the Issuing Authority or its designee, once per year. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the construction, operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town subject to Section 9.8(b) herein.. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance hereunder and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If non-compliance is found which could result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 9.10 infra.

SECTION 9.11 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.12 – DEFAULT AND NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure as defined in Section 10.2 of this Renewal License, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

- (a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
- (b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured within a reasonable time under the circumstances.
- (c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.
- (d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including:
 - (i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
 - (ii) commence an action at law for monetary damages;
 - (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.3 herein;
 - (iv) declare the Renewal License to be revoked subject to the notice and opportunity to cure provisions of this Section 9.10 and applicable law; and/or
 - (v) invoke any other lawful remedy available to the Town.

SECTION 9.13 – NON-EXCLUSIVITY OF REMEDY

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

SECTION 9.14 – NO WAIVER – CUMULATIVE REMEDIES

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

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

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

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

SECTION 9.15 - TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the 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. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the Cable Division. 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 State and federal law, as may be amended, in considering a request to transfer control of the Renewal License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under federal and State laws and regulations.

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

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

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

(f) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended in writing pursuant to applicable law.

(g) 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 9.16 - REMOVAL OF SYSTEM

Upon revocation of this Renewal License pursuant to Section 9.10 or abandonment of the Cable System, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such revocation, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

ARTICLE 10

MISCELLANEOUS PROVISIONS

SECTION 10.1 - SEVERABILITY

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

SECTION 10.2 - FORCE MAJEURE

If for any reason of Force Majeure, as defined in this section, 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 have the following meaning: strikes; 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 subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts ; civil disturbances; explosions; partial or entire failure of utilities; unavailability of essential materials, services and/or equipment, environmental conditions not caused by said party or any other cause or event not reasonably within the respective party's control.

SECTION 10.3 – ACTS OR OMISSIONS OF AFFILIATES

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

SECTION 10.4 – JURISDICTION AND VENUE

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

SECTION 10.5 - NOTICES

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

Town of Saugus
Attn: Board of Selectmen
Saugus Town Hall
298 Central Street
Saugus, MA 01906

(b) Notices served upon the Issuing Authority pursuant to 15.11 (a) above, which subject matter relates specifically and solely to this Renewal License, shall be copied and mailed to:

Cable Advisory Committee
Saugus Town Hall
298 Central Street
Saugus, MA 01906

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

Comcast Cable Communications, Inc.
Attn: Sr. Director of Government & Community Relations
55 Concord Street
North Reading, MA 01864

with copies to:

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

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

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

SECTION 10.6 - 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 without written amendment.

SECTION 10.7 – 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 sections shall not affect the meaning or interpretation of the Renewal License.

SECTION 10.8 – 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 10.9 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

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

SECTION 10.10 - WARRANTIES

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

- (a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;
- (b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
- (d) There is no action or proceedings pending against the Licensee which would interfere with performance of this Renewal License; and

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

SECTION 10.11 – TOWN’S RIGHT OF INTERVENTION

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

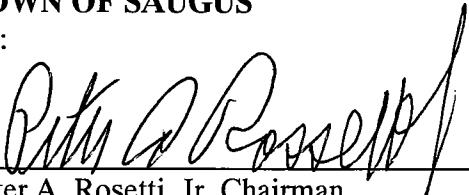
SECTION 10.12 - APPLICABILITY OF RENEWAL LICENSE

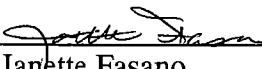
All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assigns.

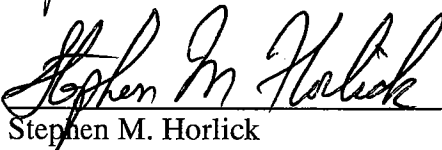
WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 10th DAY of October, 2006

TOWN OF SAUGUS

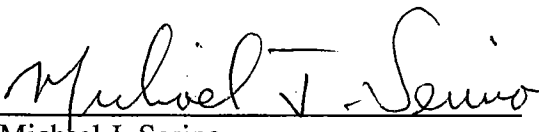
By:


Peter A. Rosetti, Jr. Chairman


Janette Fasano


Stephen M. Horlick

Michael Kelleher


Michael J. Serino

Approved as to legal form:


William H. Solomon
Special Cable Counsel

COMCAST OF MASSACHUSETTS I, INC.

By:

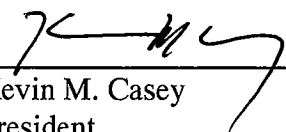

Kevin M. Casey
President
Northern Division

EXHIBIT 3.5
INSTITUTIONAL NETWORK ORIGINATION LOCATIONS

Public School Buildings:

Saugus School Department Administration Building

Saugus High School (TV studio and Gymnasium)

Belmonte Middle School

Veteran's Elementary School

Waybright Elementary School

Municipal Buildings:

Saugus Town Hall

Emergency Management Building

EXHIBIT 3.6
PUBLIC BUILDINGS ON
THE SUBSCRIBER NETWORK

Public School Buildings:

Saugus School Department Administration Building

Saugus High School

Saugus High School TV Studio

Belmonte Middle School

Veteran's Elementary School

Waybright Elementary School

Lynnhurst School

Oaklandvale School

Municipal Buildings:

Saugus Town Hall

Emergency Management Building

Saugus Public Library

Saugus Senior Center

EXHIBIT 3.9

47 CMR 76.05

TITLE 47—TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

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

- (1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and
- (ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.
- (2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.
- (3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of $0.0133 (Z)$ millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of $0.00662(Z)$ millivolts, where Z is the appropriate impedance value.)
- (4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:
 - (i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;
 - (ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and
 - (iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.
- (5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	meter)	
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

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

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

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

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

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

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

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

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

EXHIBIT 5.2

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT 6.5

55 JACKSON STREET, SAUGUS- STUDIO EQUIPMENT INVENTORY

1	S-VHS Video Cassette Player	JVC	BRS-522U	**Control Room
1	12X6 AUDIO MIXER	RAMSA	WR54412	**Control Room
1	DEMODULATOR	CADCO	475T	**Control Room
1	AUDIO DISTRIBUTION AMP	SIGMA	ADA26	**Control Room
1	VIDEO DISTRIBUTION AMP	SIGMA	VDA26	**Control Room
1	VIDEO DISTRIBUTION AMPLIFIER	SIGMA	VDA-26	**Control Room
1	NTSC SYNC/COLOR BAR GENERATOR	SIGMA	CSG-455	**Control Room
1	QUECOM POWER BOX	CLEARCOM	PK-5	**Control Room
2	COLOR MONITOR RECEIVER	Panasonic	CT-1384VY	**Control Room
1	5" B/W MONITOR	PANASONIC	WVBM503	**Control Room
1	10-INPUT PRODUCTION SWITCHER	ECHOLAB	DV-5	**Control Room
1	SUPERGEN	DIGITAL CREATIONS	SG-10	**Control Room
1	TITLEMAKER	VIDEONICS	TM2000	**Control Room
1	13" COLOR MONITOR	COMMODORE	1084S	**Control Room
1	AMIGA 2000 HARD DRIVE	COMMODORE		**Control Room
1	KEYBOARD	COMMODORE	AMIGA KKG-E94YC	**Control Room
1	MOUSE	COMMODORE		**Control Room
1	CPU	AMIGA	200HD	**Control Room
2	DIGITAL TBC	FOR-A		**Control Room
1	S-VHS RECORDER	JVC	BR-5378U	**Control Room
1	CD PLAYER	JVC	XLV161TN	**Control Room
1	AM/FM STEREO TUNER	KENWOOD	KT-313	**Control Room
1	MODULATOR	CATEL	3166	**Control Room
1	MODULATOR	CADCO		**Control Room
1	COMPRESSOR/LIMITER	ORBAN	412A	**Control Room
1	12-INPUT VIDEO SWITCHER	PANASONIC	WJ-225R	**Control Room
1	13" COLOR PRODUCTION MONITOR	PANASONIC	BT-S1360Y	**Control Room
1	13" COLOR MONITOR RECEIVER	PANASONIC	CT-1384VY	**Control Room
2	STEREO SPEAKERS	SCOTT		**Control Room
1	STEREO CASSETTE DECK	TEAC	CX-350	**Control Room
1	WAVEFORM MONITOR	TEKTRONIX	528A	**Control Room
1	NTSC VECTORSCOPE	TEKTRONIX	1420	**Control Room
1	A/B EDIT CONTROLLER	SONY	PVE500	**Control Room
1	TELEPROPTER	STEWART INSTRUMEN		**Control Room
1	2X4 VIDEO/AUDIO PATCHBAY	BITTREE		**Control Room
1	EVENT CONTROLLER	LEIGHTRONIX	PRO 16	**Playback Unit
2	PLAYBACK 4 HEAD VCERS	Panasonic	AG-1340	**Playback Unit
2	INTERFACE CABLES	LEIGHTRONIX	PRJVSRM	**Playback Unit
3	SVHS PLAYBACK VCR	JVC	BRS378U	**Playback Unit
1	U-MATIC SP VCR	SONY	VO-9800	**Playback Unit
1	U-MATIC SP VCR	SONY	VO98500	**Playback Unit
1	U-MATIC VCP	SONY	VP-2011	**Playback Unit

Renewal Cable Television License - Town of Saugus, MA
Term: October 10, 2006 - October 9, 2016 (10 yrs)

2	3/4" SP PLAYBACK VCR	SONY	VP-9000	**Playback Unit*
1	3/4" SP EDITOR	SONY	VO-9850	**Playback Unit*
2	3/4" U-MATIC PLAYER	SONY	VO-7020	**Playback Unit*
1	AUDIO SWITCHER	KNOX	ALPHA 122	**Playback Unit*
2	VIDEO DISTRIBUTION AMPLIFIER	VIDETEK	VDA-16	**Playback Unit*
1	MSI COMPUVID	TEXSCAN	1KBR-4	**Playback Unit*
1	MSI COMPUVID	TEXSCAN	SG-3RM	**Playback Unit*
2	REAR FOCUS CONTROL	CANON		**Studio**
2	REAR ZOOM CONTROL	CANON		**Studio**
3	1;1.4 MACRO ZOOM LENS	CANON	PH10X8B	**Studio**
3	ZOOM	CANON	VCL-810BX	**Studio**
1	REAR LENS CONTROL	CANON	LO-26	**Studio**
5	HEADSET	MINICOM	INTERCOM	**Studio**
3	TRIPOD ARM (STAINLESS)	QUICKSET		**Studio**
8	TRIPOD ARMS (BLACK)	QUICKSET		**Studio**
2	DOLLY (BLACK)	QUICKSET	4-56030-6	**Studio**
4	DOLLY(STAINLESS)	QUICKSET		**Studio**
4	TRIPOD HEAD W/ CAMERA PLATE	QUICKSET	4-25085-8A	**Studio**
4	TRIPOD BLACK	QUICKSET	4-20036-6	**Studio**
1	WIRELESS LAVALIER SYSTEM	SHURE	VPL-93	**Studio**
1	WIRELESS HANDHELD MIC	SHURE	T258	**Studio**
3	CAMERA ADAPTER	SONY	CA-325	**Studio**
5	CAMERA ADAPTER	SONY	CMA-8	**Studio**
2	CAMERA CONTROL UNIT	SONY		**Studio**
3	ELECTRONIC VIEWFINDER	SONY	DXF-325	**Studio**
1	CAMERA CABLE	SONY	JAE 8709-CANON XLR-4-11	**Studio**
1	CAMERA CABLE	SONY	JAE 8803/8903	**Studio**
2	CAMERA CABLE	SONY	JAE 8903/8904	**Studio**
2	CAMERA CABLE	SONY	JAE 9005	**Studio**
3	2K LIGHTING INSTRUMENT	STRAND CENTURY		**Studio**
3	1K LIGHTING INSTRUMENT	STRAND CENTURY		**Studio**
2	SCOOP	STRAND CENTURY		**Studio**
1	BROAD	STRAND CENTURY		**Studio**
1	PORTABLE LIGHT KIT(2 STANDS, 2 SPOTS, 2 BROADS)	STRAND CENTURY		**Studio**
3	COLOR VIDEO CAMERA	SONY	DXC-325	**Studio**
1	15" COLOR TV	SONY	KV-1515	**Studio**
1	INTERGRATED STEREO AMPLIFIER	REALISTIC		**Studio**
2	9" COLOR MONITOR	JVC	TM-A9U	**EFP Unit**
1	UMATIC RECORDER	Sony	VO 5850	**EFP Unit**
1	VIDEO SWITCHER	Panasonic	WJ-220R	**EFP Unit**
1	CARRYING RACK CASE	CALZONE		**EFP Unit**
1	SVHS PLAYER/RECORDER	JVC	BR-S822DXU	**EFP Unit**
3	5" B/W MONITOR	PANASONIC	WV-5200BU	**EFP Unit**
1	3-BAY MONITOR POWER	PANASONIC	WV-5203B	**EFP Unit**
2	PORTABLE 4-CHANNEL AUDIO MIXER	SHURE	M267	**EFP Unit**
1	EDIT CONTROLLER	SONY	RM-450	**EFP Unit**
1	VHS VCR	QUASAR	VH420	**EFP Unit**
1	VCR REMOTE CONTROL	QUASAR		**EFP Unit**
1	SNAKE	WHIRLWIND	MS60NR-50	**Town Hall**

Renewal Cable Television License - Town of Saugus, MA
Term: October 10, 2006 - October 9, 2016 (10 yrs)

1	VIDEO TITLEMAKER	VIDEONICS	2000	**Town Hall**
1	MODULATOR	S-A	9280	**Town Hall**
3	ROBOTIC CAM CONTROLLERS	Panasonic	WVCU-101	**Town Hall**
6	TABLE MICROPHONE STAND	ELECTROVOICE		**Town Hall**
3	DYNAMIC OMNIDIRECTIONAL MICROPHONE	ELECTROVOICE	635A	**Town Hall**
1	VHS VCR	Panasonic	PV-1225	**Town Hall**
2	ROBOTIC CAMERAS	Panasonic	WVCS-304	**Town Hall**
1	ROBOTIC CAMERA	SUPER DYNAMIC		**Town Hall**
1	8-CHANNEL AUDIO MIXER	SONY	MXP-210	**Town Hall**
3	MICROPHONE	AKG	D190E	**Town Hall**
1	DIGITAL VIDEO MIXER	VIDEONICS	MX-1	**Town Hall**
1	SVHS PLAYBACK VCR	JVC	BRS378U	**Town Hall**
1	VIDEO CAMERA	JVC	KY-2000	**Closet**
1	REMOTE CAMERA CONTROL UNIT	JVC	RS-2000U	**Closet**
1	VIEWFINDER	JVC	VF-P400U	**Closet**
1	ZOOM SERVO UNIT	JVC	HZ-S20U	**Closet**
1	FOCUS CONTROL UNIT	JVC		**Closet**
4	QUECOM SINGLE MUFF HEADSET	CLEARCOM	SQM-1	**Closet**
1	GOOSENECK TABLE MICROPHONE STAND	AKG		**Closet**
2	FLOOR MICROPHONE STAND	ELECTROVOICE		**Closet**
1	S-VHS CAMCORDER W/LENS	JVC	GY-X2BUL13	**Closet**
1	4" STUDIO VIEWFINDER	JVC	VF-P400U	**Closet**
1	REAR FOCUS CONTROL	JVC	HZ-FM15U	**Closet**
1	REAR ZOOM CONTROL	JVC	HZ-ZS13U	**Closet**
1	PORTABLE 5" COLOR MONITOR	JVC	TM550U	**Closet**
1	BATTERY PACK	ANTON BAUER	NP-1A	**Closet**
2	QUICKDRAW CAMERA CASE	PORTA-BRACE		**Closet**
1	MONITOR CASE	PORTA-BRACE		**Closet**
3	FLOOR LIGHT STAND	LOWEL		**Closet**
2	TOTA LIGHT	LOWEL		**Closet**
1	12V BATTERY PACK	Panasonic	AG-BP20P	**Closet**
1	PORTABLE 5" COLOR MONITOR	Panasonic	CT-500V	**Closet**
2	12V BATTERY PACK	Panasonic	PV-BP50	**Closet**
1	VIEWFINDER	SONY	DXF40A	**Closet**
1	CAMERA CABLE	SONY	CCQ25AM	**Closet**
1	CAMERA CONTROL UNIT	SONY	CCUM5	**Closet**
2	PORTABLE U-MATIC VCR	SONY	VO-4800	**Closet**
1	PORTABLE U-MATIC VCR	SONY	VO-6800	**Closet**
2	TRIPOD	BOGEN		**Closet**
2	BATTERY PACK	ANTON BAUER	PROPAC 14	**Closet**
1	BATTERY CHARGER	ANTON BAUER	INTERACTIVE 2000	**Closet**
1	TRIPOD WITH BAG	VINTEN VISION	5AB	**Closet**
1	12" COLOR MONITOR	SONY	PVM-1211F	**Closet**
2	13" COLOR MONITOR	SONY	PVM-1380	**Closet**
2	12" COLOR TV/MONITOR	SONY	CVM-1250	**Closet**
1	S-VHS CAMCORDER PACKAGE	PANASONIC	AG-456UP	**Closet**
2	13" COLOR MONITOR	SONY		**Closet**
2	6-INPUT VIDEO SWITCHER	PANASONIC	WJ-220R	**Closet**
3	9" COLOR MONITOR	JVC	TM9U	**Closet**

Renewal Cable Television License - Town of Saugus, MA
Term: October 10, 2006 - October 9, 2016 (10 yrs)

1	8" COLOR TV/MONITOR	SONY	KV-8AD10	**Closet**
1	TITLEMAKER	VIDEONICS	3000	**High School**

EXHIBIT 7.1

207 CMR 10.00 et seq.

BILLING AND TERMINATION OF SERVICE

207 CMR 10.00

10.01: Billing Practices Notice

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

10.02: Services, Rates and Charges Notice

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

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;

- (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
- (e) the amount of the bill for the current billing period, separate from any prior balance due;
- (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

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

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

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

10.06: Charges for Disconnection or Downgrading of Service

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

service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

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

10.08: Security Deposits

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

EXHIBIT 7.2

47 C. F. R. §76.309

FCC CUSTOMER SERVICE OBLIGATIONS

**TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator

must begin actions to correct other service problems the next business day after notification of the service problem.

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

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

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

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

(i) Notifications to subscribers--

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

(1) Products and services offered;

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

(3) Installation and service maintenance policies;

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

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

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

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

(ii) Billing--

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

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

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

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

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

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

(4) Definitions--

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

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

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