

**RENEWAL
CABLE TELEVISION LICENSE
FOR
THE CITY OF SPRINGFIELD,
MASSACHUSETTS**

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SPRINGFIELD RENEWAL LICENSE INTRODUCTION

WHEREAS, MediaOne of Western New England, Inc. (hereinafter "MediaOne" or "Licensee") is the duly authorized holder of a license to operate a Cable Communications System in the City of Springfield, Massachusetts (hereinafter the "City"), said license having originally commenced on April 29, 1997;

WHEREAS, MediaOne filed a request for a renewal of its license by letter dated July 25, 1997 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated April 22, 1997;

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

WHEREAS, the Mayor, as the Issuing Authority, finds that the renewal of MediaOne's license is appropriate in light of its past performance, compliance with the terms of its existing license, and the terms contained in its request for license renewal;

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

The following terms used in this Renewal License shall have the following meanings:

(a) Basic Broadcast Service - That service tier which shall include at least the retransmission of local broadcast television signals and the public, educational and governmental ("PEG") Access channels, in accordance with the Cable Act of 1992.

(b) Broadcast - Over-the-air transmission by a radio or television station.

(c) 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).

(d) Cable Communications System or Cable System - The cable television system owned, constructed, installed, operated and maintained in the City of Springfield for the provision of Cable Services capable of operating as a fully addressable system of antennas, cables, wires, lines, fiber-optic cables, towers, wave guides or other conductors, converters, equipment or facilities, designed to provide Cable Services, which includes, but is not limited to distributing video programming and technologies to Subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of signals to Subscribers and in accordance with the terms and conditions in this Renewal License.

(e) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(f) Cable Programming Services - That service tier which includes all video programming services except the Basic Service Tier and pay and pay-per-view.

(g) Cable Service - The one-way transmission to Subscribers of video programming, or other interactive programming service (including music), and Subscriber interaction, if any, which is required for the selection of such video programming or other programming service, and the installation and rental of equipment necessary for the receipt thereof.

(h) City - The City of Springfield, Massachusetts.

(i) Competing Distributors - Distributors whose actual or proposed service areas overlap.

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

(k) Effective Date - January 29, 2000.

(l) FCC - Federal Communications Commission.

(m) Gross Annual Revenues - Consideration of any form or kind received by the Licensee for the provision of Cable Service(s) over the Cable Communications System including, without limitation: Basic Broadcast Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenue; converter, remote control and other equipment rentals and/or leases or sales; studio and

other facility and/or equipment rentals; advertising revenues; and all other revenue(s) derived by Licensee from the sale of products in any way advertised or promoted on the Cable Communications System. In the event that another entity is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by the entity for said entity's use of the Cable Communications System for the carriage of advertising. Gross Annual Revenues shall not include any fee or tax on services furnished by the Licensee and paid to any governmental entity and collected by the Licensee on behalf of such entity. Gross Annual Revenues shall also be adjusted for reductions to cash receipts, such as refunds and bad debt.

(n) Institutional Network ("I-Net") - The cable/fiber-optic trunk pathway which interconnects with the Subscriber Network and is available for two-way video and data transmission between and among certain points on the I-Net.

(o) Issuing Authority - The Mayor of the City of Springfield, Massachusetts.

(p) Licensee - MediaOne of Western New England, Inc. , or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(q) Local Origination Programming - Programming produced jointly by community volunteers and employees of the Licensee.

(r) Multichannel Video Programming Distributor - An entity engaged in the business of making available for purchase, by Subscribers or customers, multiple channels of video programming, and shall include video dialtone.

(s) Outlet - An interior receptacle that connects a television set to the Cable Communications System.

(t) PEG Access Programming - Programming produced by any Springfield residents or organizations, schools and governmental entities and the use of designated facilities, equipment and /or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(u) Programming - Any video, audio, text or data coded signal carried over the Cable Communications System.

(v) Renewal License - The license granted herein.

(w) Standard Service Package - A combination of Cable Service tiers, consisting of the Basic Broadcast Service tier and Cable Programming Service tiers, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System.

(x) Subscriber - A person or entity who contracts with the Licensee for, and lawfully receives, the video signals and Cable Services distributed by the Cable Communications System.

(y) Subscriber Network - The trunk and feeder signal distribution network over which Cable Services are transmitted to Subscribers.

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 Cable Communications Policy Act of 1984 as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to MediaOne of Western New England, Inc., a Delaware Corporation, authorizing and permitting said Licensee to construct, operate and maintain a Cable Communications System within the municipal limits of the City of Springfield.

(b) This Renewal License is granted under, subject to, and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Cable Division and all other applicable laws, rules and regulations in force and effect during the period for which this Renewal License is granted.

(c) Subject to applicable laws and the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Communications System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Communications System, in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City within the municipal boundaries and subsequent additions thereto, including property over which the City has a sufficient easement or

right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of Cable Services and other impulses in accordance with the laws of the United States of America and the Commonwealth of Massachusetts and the bylaws/ordinances of the City of Springfield.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A §§3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on January 29, 2000, following the expiration of the current license, and shall terminate at midnight on January 28, 2010.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Communications System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the City grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on public ways.

SECTION 2.4 - RENEWAL

In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

Any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree. Nothing contained in this subsection shall obligate the Issuing Authority to grant any such renewal or either the Licensee or the Issuing Authority to agree to any renewal terms.

SECTION 2.5 - POLICE AND REGULATORY POWERS

The Licensee's rights are subject to the powers of the City to adopt and enforce general bylaws/ordinances necessary for the safety and welfare of the public, provided that such bylaws/ordinances are of general applicability and not specific to the Cable Communications System, the Licensee, or this License.

SECTION 2.6 - 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 streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Communications System within the City of Springfield; or the right of the Issuing Authority to permit the use of the public ways and places of the City for any purpose

whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License or on terms when taken as a whole impose substantially equivalent burdens. This subsection shall be subject to specific performance.

(c) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including G.L.c. 166A and applicable regulations promulgated thereunder.

(d) In the event that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage with material economic injury as a result of a competing Multichannel Video Programming Distributor operating in the City that is not required to be licensed by the City, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable such that commercial impracticability proceedings will be available. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage and material economic injury in assessing a Section 625, commercial impracticability modification, request from the Licensee. The Issuing Authority and the Licensee agree that for the purpose of considering a commercial impracticability modification request the parties shall stipulate as follows: 1) competition by another Multichannel Video Programming Distributor(s) in the City resulting in material economic injury to the Licensee was unforeseeable as of the execution date of this Renewal License; 2) that such competition is beyond the control of the Licensee; and 3) that the nonoccurrence of such competition and resulting

in material economic injury was a basic assumption upon which the requirements of this Renewal License was based. The Licensee shall have the right to obtain modification of requirements of this Renewal License if the Licensee demonstrates that the Issuing Authority finds that (i) it is commercially impracticable for the Licensee to comply with such requirement without modification and (ii) the proposal by the Licensee for modification of such requirement is appropriate because of commercial impracticability.

Any final decision made by the Issuing Authority under this subsection shall be made in a public proceeding. Such decision shall be made within one hundred twenty (120) days after receipt of such request by the Issuing Authority, unless otherwise extended by agreement of parties. The parties agree that the standard applied to the Licensee's request for modification is the same as provided under the "Commercial Impracticability" provisions of the Uniform Commercial Code ("U.C.C.") - recognizing, and accounting for, distinctions given the context in which it is applied under Section 625 and that regarding the sale of goods which is governed by the U.C.C. or such other established definition of the term commercial impracticability.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]

(a) The area to be served is the existing cable plant in the City of Springfield. Service shall be provided to every dwelling occupied by a person requesting Cable Service within the existing cable plant, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984. The Licensee shall not be obligated to extend the Cable Communications System into any area where there are fewer than ten (10) dwelling units per aerial strand mile of cable and fifteen (15) dwelling units per underground mile of cable, calculated from the last dwelling unit toward the end of the nearest trunk line.

(b) Installation costs shall conform with the 1992 Cable Consumer Protection Act, and regulations thereunder. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the cable plant shall be entitled to a standard installation rate.

(c) Provided Licensee has at least forty-five (45) days' prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning

Board and developers give timely notice of trenching and underground construction to the Licensee.

SECTION 3.2 - SUBSCRIBER NETWORK

(a) The Licensee shall construct a 750 MHz broadband Cable Communications System, fed by means of a fiber-optic transportation cable network, fully capable of carrying a minimum of seventy-eight (78) analog video channel in the downstream direction and four (4) analog video channels in the upstream direction. Said 750 MHz Cable System shall be designed for 550 MHz of analog signal transmissions, with 200 MHz reserved for future digital or analog two-way transmissions, which may be subject to change at the discretion of the Licensee.

(b) Upgrade and/or rebuild construction of the Cable Communications System shall commence by January 31, 2000. It is the responsibility of the Licensee to obtain all variances, permits and authorizations necessary for construction, subject to Section 3.7 (Permit for Construction of Advanced I-Net and Subscriber Network Upgrade and/or Rebuild).

(c) Upgrade and/or rebuild construction and activation of the Cable Communications System shall be completed by July 31, 2002, although the Licensee may apply to the Issuing Authority for extension of said construction deadline; provided that such written application sufficiently states and documents that the need for such extension is for good cause and due to circumstances beyond the reasonable control of the Licensee. Among events or circumstances deemed to be beyond the reasonable control if the Licensee are: the timely performance and walk-out, make-ready and the location of underground utilities by the telephone and electric utility companies; the

timely delivery of equipment by suppliers, provided the Licensee exercises due diligence in placing purchase orders for such equipment; the timely performance of contractual obligations by sub-contractors, provided that the Licensee exercises due diligence in selecting sub-contractors, supervising their performance and seeking compliance with any and all agreements with them; and acts of God, including severe weather conditions, provided that the Licensee uses due diligence to complete installation on or before the deadline herein.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

[SEE G.L.c. 166A §5(e)]

The Licensee shall maintain the current level of Drops, Outlets and the Standard Service Package at no charge to all municipal and other public buildings listed in **Exhibit A** attached hereto and made a part hereof. In addition, the Licensee shall provide one (1) Drop, Outlet and the Standard Service Package at no charge to all new municipal and other public buildings which lie along its cable routes in the City. The Issuing Authority or its designee shall consult with the appropriate individuals to determine the appropriate location for each Drop prior to requesting that the Licensee install the free service. Nothing in this Section shall require the Licensee to install an additional Drop or Outlet to any municipal or public building which already has a free Drop or Outlet provided under the terms of the prior license.

SECTION 3.4 - CURRENT INSTITUTIONAL NETWORK, ("I-NET")

(a) The current Institutional Network ("I-Net") shall be capable of transmitting two-way video, audio, and data between and among the municipal locations currently

served by the I-Net. No new locations will be added to the current I-Net by either the Licensee or the City.

(b) The City and its designated I-Net users shall be solely responsible for any and all user interface equipment, including but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment. Licensee shall be responsible for all equipment necessary to make interaction possible with the Subscriber Network.

(c) The Licensee shall continue to provide and maintain the current I-Net, at no cost to the City, in accordance with the FCC Rules and Regulations, Part 76. Upon completion of construction of the advanced I-Net pursuant to Section 3.5 (Construction of an Advanced Institutional Network for Video and Data Transmission) herein, the provision of this Section shall no longer apply.

SECTION 3.5 - CONSTRUCTION OF AN ADVANCED INSTITUTIONAL NETWORK ("I-NET")

(a) The Licensee shall construct a new, advanced Institutional Network ("I-Net") with a maximum capacity of 860 MHz and capable of transmitting 200-860 MHz in the forward direction and 5-120 MHz in the reverse direction or the equivalent thereof. The advanced I-Net will be capable of transmitting video and high-speed data from and among the locations on the I-Net. Said I-Net may also be capable of audio transmission subject to applicable federal and state laws and regulations and technical limitations.

(b) Said construction of the I-Net will be at cost to the Licensee, but shall not exceed One Point Six Million Dollars (\$1.6 million) including materials and labor. The

parties further agree that the Licensee shall construct the I-Net based upon the list of requested municipal locations described in **Exhibit B**, set forth and numbered in order of priority. The parties further agree that Licensee will construct the I-Net by said order of priority set forth in **Exhibit B**, until said construction costs reach the designated cap of One Point Six Million Dollars (\$1.6 million). The Licensee agrees to use reasonable and good faith methods of construction and accounting in construction of the I-Net. Upon request by the Issuing Authority, after reasonable notice, the Licensee shall produce documentation relative to the construction costs in this regard. The Licensee shall furnish the Issuing Authority written quarterly reports, within thirty (30) days of the Issuing Authority's request therefore and in detail sufficient for audit purposes, on the construction cost and progress associated with the advanced I-Net.

(c) Once the cap of One Point Six Million Dollars (\$1.6 million) has been reached, the Licensee shall be under no obligation to construct the I-Net to any additional location contained in **Exhibit B**. The City may request additional locations to be connected to the I-Net, however, the City shall be responsible for the cost of such location(s), including but not limited to, materials, labor and reasonable service charges.

(d) Construction of the I-Net shall be completed by July 31, 2001, although the Licensee may apply to the Issuing Authority for extension of said construction deadline; provided that such written application sufficiently states and documents that the need for such extension is for good cause and due to circumstances beyond the reasonable control of the Licensee. Among events or circumstances deemed to be beyond the reasonable control if the Licensee are: the timely performance and walk-out, make-ready and the location of underground utilities by the telephone and electric utility companies; the timely delivery of equipment by suppliers, provided the Licensee exercises due diligence

in placing purchase orders for such equipment; the timely performance of contractual obligations by sub-contractors, provided that the Licensee exercises due diligence in selecting sub-contractors, supervising their performance and seeking compliance with any and all agreements with them; and acts of God, including severe weather conditions, provided that the Licensee uses due diligence to complete installation on or before the deadline herein.

(e) Unless otherwise provided herein, the City and its designated I-Net users shall be solely responsible for any and all user interface equipment, including but not limited to, modems, translators, servers, routers, bridges, modulators, demodulators and associated computer and video production equipment. Licensee shall be responsible for all equipment necessary to make interaction possible with the subscriber network. The Licensee will use good faith best efforts to work with the City and vendors in procuring said equipment at Licensee's cost to the City.

(f) The Licensee shall hold all rights and title to the I-Net, but shall provide the City the right to use the I-Net throughout the remaining term of this Renewal License subject to the following condition: The City may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by any third party for commercial purposes. Upon the expiration of the term of this Renewal License, the City may purchase the I-Net for the sum on One Dollar (\$1.00), and the Licensee shall transfer all rights and title in the I-Net to the Licensee free and clear of liens and encumbrances created by or through the Licensee.

(g) The City shall have the right to use the I-Net, at no cost, for the transmission of composite video and data.

(h) The Licensee shall be responsible for maintenance of the I-Net in accordance with the following provisions:

- (1) Licensee shall maintain an I-Net as prescribed by FCC Rules and Regulations, Part 76.
- (2) Licensee shall determine and design the correct signal strength levels necessary at each location. Levels at any one location shall be maintained within design specifications.
- (3) The City may install preferred equipment, provided, however, the data equipment to be used has been pre-approved by the Licensee in advance of connection with the I-Net for purposes of determining compatibility.
- (4) The City shall designate an experienced data communications professional (ex., MIS/LAN manager, network engineer, consultant, etc.). This person shall be responsible and accountable to the City for set up and ongoing operations of LAN to LAN connectivity over the I-Net.
- (5) Licensee's role in supporting free data transmission shall be limited to the minimum services outlined above. Licensee shall charge the City for all service calls not related to maintaining the physical plant and radio frequency performance of the I-Net, including adds, moves, or system changes requested by the City. Charges shall be billed on a time and material basis.

(6) Any user who causes interference or renders the I-Net system ineffective shall be notified and disconnected by the Licensee after consultation with the Issuing Authority.

(i) Notwithstanding any other provision herein, upon construction of the I-Net, the City and the Licensee may contract for additional services, including Licensee's high speed data service, at the prevailing market rate.

SECTION 3.6 - PARENTAL CONTROL CAPABILITY

(a) Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

SECTION 3.7 - PERMIT FOR CONSTRUCTION OF ADVANCED I-NET AND SUBSCRIBER NETWORK UPGRADE AND/OR REBUILD

The City shall extend to the Licensee a blanket construction permit, subject to all applicable federal, state and local approvals, for purposes of constructing the Subscriber Network upgrade and/or rebuild pursuant to Section 3.2 (Subscriber Network) and Construction of an Advanced Institutional Network pursuant to Section 3.5 (Construction of an Advanced Institutional Network). Licensee agrees to work with the Department of Public Works during said construction, to ensure compliance with bylaws/ordinances of the City of Springfield.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, or its designee, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Communications System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws/ordinances, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable Communications System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(d) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the City,

wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any television or radio station carried on the Cable Communications System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the City, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the City when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A §5(g)]

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

SECTION 4.3 - TREE TRIMMING

The Licensee shall have, after approval by the Tree Warden, authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with applicable state law and any City bylaws/ordinances and regulations.

SECTION 4.4 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the City, on which will be shown those areas in which its facilities exist, the location of all streets and the location of all residences. The strand maps will be retained in a location reasonably convenient to the City and will be available in the City for inspection by the Issuing Authority upon request within forty-eight (48) hours.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, the Licensee shall, at its expense, upon the request of any person holding a building moving permit issued by the City, 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 notice to arrange for such temporary wire changes.

SECTION 4.6 - DIG SAFE

The Licensee shall comply with all applicable “dig safe” provisions pursuant to G.L.c. 82 §40.

SECTION 4.7 - DISCONNECTION AND RELOCATION

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

(b) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the City, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Communications System, the City shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee 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 insurance or government program for reimbursement.

SECTION 4.9 - STANDBY POWER

The Licensee shall maintain at least two and one half hour standby power at the hub facility, any sub-headend facilities, critical trunk areas, and fiber nodes. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate the generators therefore, shall become activated automatically upon the failure of the normal power supply.

SECTION 4.10 - ANNUAL UPDATE HEARINGS

The Issuing Authority may conduct annual public hearings with the Licensee to review the Licensee's performance under this Renewal License and to discuss new technologies that will enhance or improve the Cable Communications System and the economical feasibility of providing these new technologies to Subscribers in the City. During any such hearing the Licensee shall discuss any new technologies that it is providing as part of other cable systems in other communities in Massachusetts. The Licensee shall cooperate fully with the Issuing Authority or its designee in connection with any such hearing and produce any documents related to compliance with this Renewal License or other materials that are reasonably requested by the Issuing Authority or its designee.

ARTICLE 5 PROGRAMMING

SECTION 5.1 - BASIC BROADCAST SERVICE

The Licensee shall make available a Basic Broadcast Service tier to which subscription is required for access to any other tier of service. Such basic tier shall, at a minimum, consist of: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 and 615 of the Cable Act of 1992, and 2) all active public, educational and governmental ("PEG") Access channel(s).

SECTION 5.2 - PROGRAMMING

The Licensee shall use its best efforts to provide a wide diversity of alternative programming options to Subscribers, including, but not limited to, sports programming, public affairs programming, news programming, entertainment programming, and movie programming. The Licensee has offered and shall provide the following Cable Services: 1) all broadcast stations required to be carried by federal law; and 2) PEG Access channel(s) required by this Renewal License. The Licensee shall provide written notice to all City Subscribers at least thirty (30) days in advance of any channel numbering or programming network changes. Pursuant to the Cable Act, 47 U.S.C. 532 (b) (3), the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee.

SECTION 5.3 - SIGNAL TRANSMISSION

The Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Broadcast Services described in Section 5.1 (Basic Broadcast Service) and in accordance with federal law.

SECTION 5.4 - CONTINUITY OF SERVICE

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee shall use reasonable efforts to interrupt service for the purpose of Cable Communications System construction, routine repairing or testing the Cable System only during periods of minimum use. When necessary service interruptions can be anticipated, the Licensee shall notify Subscribers in advance via message on the community bulletin board.

SECTION 5.5 - CONVERTER BOX, REMOTE CONTROLS

Upon availability, and if economically feasible, Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services.

The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes at no additional charge from that of the converter charge.

SECTION 5.6 - STEREO TV TRANSMISSIONS

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

ARTICLE 6

PEG ACCESS/LOCAL ORIGATION CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS/LOCAL ORIGATION CHANNEL(S)

(a) The Licensee shall provide no fewer than four (4) PEG Access/Local Origination channels for non-commercial use by residents of the City, the educational authorities, and local government officials.

(b) These four (4) channels shall be designated as follows: Public, Educational, Government, and Library/Museums/the Arts.

(c) The Licensee shall not charge residents of the City, educational authorities or local or any other regional governmental entities for non-commercial use of the PEG Access/Local Origination channel(s).

(d) Rules shall be established by the Licensee in cooperation with the Issuing Authority or its designee regarding PEG Access/Local Origination programming, priority of use of the PEG Access/Local Origination channel(s), the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in other FCC rules and regulations), and permitting public inspection of a complete record of names and addresses of all persons or groups requesting time on the PEG Access/Local Origination channel(s).

SECTION 6.2 - COMMUNITY STUDIO AND EQUIPMENT

(a) The City shall provide, at no monetary cost to Licensee throughout the term of this Renewal License, a Community Telecommunications Center (the "Center"), located at Van Sickle School. The Center shall house the community television studio,

master control for the PEG Access/Local Origination channels, and offices for Licensee's employees, and shall be the sole Public Access/Local Origination programming facility mandated to be operated by the Franchisee during the term of this Renewal License.

(b) The City will be responsible for all 'build-out' costs that result from construction of the Center. The Center will be constructed in accordance with the Licensee's design specifications, and shall have space of at least five thousand square feet (5,000 sq. ft.). Licensee's design specifications must be reasonable and in good faith, and are subject to necessary architectural modification.

(c) The City agrees that construction of the Center will be completed by January 29, 2000. In such instance as the Center has not been issued a Certificate of Occupancy by January 29. The City agrees to assume, in full, the Licensee's obligation to pay monthly rent (on a month-to-month basis) for the facilities located at 1127 Main Street, Springfield, until a Certificate of Occupancy has been issued for the Center.

(d) Within six (6) months of receipt of the Certificate of Occupancy for the Center, the Licensee will provide a Telecommunications Equipment Package to the Center totaling Three Hundred Thousand Dollars (\$300,000). Said package will include, but not be limited to, cameras, video production and playback equipment, and editing equipment.

(e) There will be no charge for the use of the Center or video production equipment by residents of the City.

SECTION 6.3 - OPERATION OF COMMUNITY STUDIO; STAFF AND SUPPORT

(a) The Licensee shall maintain adequate staffing to operate the Community Telecommunications Center (the “Center”), and to coordinate outreach and training workshops in video production.

(b) The Licensee shall have the limited responsibility of providing programming and production services to the City; these limited services shall include, but not be limited to, production and playback of City Council and School Committee meetings. The ultimate decision regarding which additional events shall be covered by the Licensee’s staff for video production purposes, shall be by mutual agreement of the Issuing Authority and Licensee.

(c) The Licensee shall maintain an annual operating budget of Three Hundred Thousand Dollars (\$300,000) for operation of the Center throughout the term of this Renewal License. Any costs incurred for necessary purchases of capital equipment, beyond the equipment provided for in subsection 6.2 (d) above, shall reduce the annual operating budget for the year in which it was purchased by an amount equal to the amount of the purchased equipment.

SECTION 6.4 - FUNDING FOR TELECOMMUNICATIONS AND ECONOMIC DEVELOPMENT FUND

The Licensee agrees to pay an annual grant to the Springfield Media and Telecommunications Group, Inc. in the amount of Three Hundred Twenty Thousand Dollars (\$320,000) throughout the term of this Renewal License. The City agrees to use these funds in a manner consistent with the purpose set forth in the Articles of Organization of the Springfield Media and Telecommunications Group, Inc. as filed on August 20, 1997, attached hereto as **Exhibit C**.

SECTION 6.5 - EMERGENCY USE

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

SECTION 6.6 - COMMERCIAL ACCESS

The Licensee shall make channel capacity available as required by federal law for commercial access cablecasting to any person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with federal law.

SECTION 6.7 - EQUAL OPPORTUNITY [SEE G.L.c. 166A §5(j)]

If the Licensee permits any person who is a legally qualified candidate for any public office to employ the facilities of its Cable Communications System to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office. If the Licensee permits any person to originate and disseminate any views concerning a controversial issue of public importance, it shall afford reasonable opportunity for the presentation over its facilities of contrary points of view on the same terms and conditions. The conduct of the Licensee with respect to all program origination within its control shall be consistent with, and guided by, the rules and regulations of the FCC, found in 47 CFR §§76.205 and 76.209 and any and all other applicable laws and regulations.

SECTION 6.8 - EDITORIAL CONTROL

The Licensee shall be permitted only to exercise editorial control over programming to the extent permitted by federal law.

SECTION 6.8 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The City agrees that it will not use its designated PEG Access/Local Origination channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's telecommunications business. In addition, any programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the consent of the Licensee.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

(a) The Licensee shall provide and maintain a toll-free 24-hour answering line which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number.

(b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its Subscribers.

(d) The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76) as they exist or as they may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

(e) In the event that the Licensee closes its customer service office/front counter within the City, the Licensee shall establish at least two (2) bill payment centers within the City. Said bill payment centers may be operated by the Licensee or by a third party.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES

The Licensee shall establish a procedure for resolution of complaints by Subscribers. 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 shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, 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.

(b) 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, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures.

The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial subscription to Cable Service, of the procedures for reporting and resolving all such complaints.

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

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

SECTION 7.3 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et. seq., and made a part of, as the same may exist or as it may be amended from time to time: 1) notification of its billing practices; 2) notification of services, rates and charges; 3) equipment notification; 4) form of bills; 5) advance billing and issuance of bills; 6) billing due dates, delinquency, late charge and termination of service; 7) charges for downgrading of services; 8) billing disputes; and 9) service interruptions. No provisions of 207 CMR 10.00 are waived, however, the Issuing Authority reserves the right to do so.

SECTION 7.4 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES

[SEE G.L.c. 166 §5(h)]

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

SECTION 7.5 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]

Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least one (1) month prior to such transposition notify its Subscribers in writing of such transposition and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.

SECTION 7.6 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 7.7 - PROTECTION OF SUBSCRIBER PRIVACY

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

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

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

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable System, of the Subscriber privacy requirements contained in this Renewal License.

(e) The Licensee shall allow the Issuing Authority to receive any requested historical data on trouble/complaint, if there is written authorization by Subscriber complainant for any case being negotiated.

(f) Prior to the commencement of Cable Service to a new Subscriber, and annually thereafter to all Cable Communications System Subscribers, the Licensee shall provide Subscribers with a written document which 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.

(g) Neither the Licensee nor its designee nor the City nor its designee shall 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, provided, however, that the Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Communications 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.

(h) No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

(i) Except as permitted by Section 631 of the Cable Act as amended, neither the Licensee nor its designees nor its employees shall make available to any third party, including the City, information about any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen

(14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(j) Upon a request by a Subscriber the Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that the Licensee maintains regarding said Subscriber. The Licensee shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

(k) The Issuing Authority and the Licensee shall periodically review this Section to determine that it effectively addresses appropriate concerns about privacy.

SECTION 7.8 - DAMAGED OR LOST EQUIPMENT

In the event that a Subscriber is unable to provide documentation to substantiate that a converter was stolen or destroyed by fire, the Licensee shall be entitled to assess a replacement cost for a missing converter. In the event that a Subscriber supplies the Licensee with a police or fire report which evidences that the loss of a converter resulted from theft or fire, the Licensee shall waive any charges.

SECTION 7.9 - EMPLOYEE IDENTIFICATION CARDS

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

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

(a) A price schedule for service and installation in effect on the date of execution of this Renewal License is attached hereto as **Exhibit D**. The Licensee shall provide written notice to all City Subscribers and the Issuing Authority at least thirty (30) days in advance of any subscription rate increases. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Licensee may require a deposit or refuse service for a bona fide credit reason. The Licensee may levy reasonable collection charges on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

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

(d) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of PEG Access and other license requirements, may be passed through to the Subscribers in accordance with federal law. The Issuing Authority and the Licensee, in consideration of the mutual promises and undertakings reflected in this Renewal License, agree that the cost of PEG

Access and license requirements contained in Sections 3.5 (Construction of an Advanced Institutional Network), Section 6.1 (PEG Access/Local Origination Channels and Support), Section 6.2 (Community Studio and Equipment), Section 6.3 (Operation of Community Studio; Staff and Support), Section 6.4 (Funding for Telecommunications and Economic Development Fund) and Section 8.2 (Senior Discount) will not be passed through as external franchise related costs to Subscribers so long as this Renewal License remains in force and effect, notwithstanding any provision of law, as may be amended, to the contrary.

SECTION 8.2 - SENIOR DISCOUNT

The Licensee shall offer a ten percent (10%) discount on the Standard Service Package to all heads of households, age sixty-two (62) or older for the term of this Renewal License.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION [SEE G.L.c. 166A §5(b)]

The Licensee shall at its sole cost and expense indemnify the City and hold the City harmless from and reimburse the City for, at all times during the term of this Renewal License, and subsequent renewals, if any, from any and all claims, actions, settlements or judgments for injury and damage to persons or property, both real and personal, caused in whole or part by the construction, installation, operation or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this Renewal License. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any claims, action or proceeding against the City in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable Communications System.

SECTION 9.2 - INSURANCE [SEE G.L.c. 166A §5(c)]

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with the City named as an additional insured with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority indemnifying the City and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against

liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation .

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

SECTION 9.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(k)]

(a) The Licensee has submitted and shall maintain throughout the duration of the Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a performance bond running to the City with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g);
- (3) the indemnity of the City in accordance with G.L.c.166A §5(b);
and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with G.L.c. 166A §5(f).

(b) During the period of upgrade and/or rebuild construction this bond shall be in the amount of One Hundred Thousand Dollars (\$100,000).

(c) Upon completion of upgrade and/or rebuild construction and following a reasonable period of satisfactory operation as determined by the Issuing Authority and the Licensee the amount of the bond shall be reduced to Twenty-five Thousand Dollars (\$25,000) upon written request by the Licensee.

SECTION 9.4 - LICENSE FEES

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the City, throughout the term of this Renewal License, a license fee equal to fifty cents (\$0.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to federal, state or local law. The number of Subscribers, for purposes of this Section, shall be calculated on the last day of each year of the term of this Renewal License.

(b) In the event that the City can collect a license fee in the future expressed as a percentage, the Licensee shall: (i) immediately commence paying such a percentage license fee to the City in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License, and (ii) file with the Issuing Authority, with each such percentage license fee payment, a statement certified by an authorized financial officer of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the City annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total license fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the annual operating expenses for PEG Access Programming under Sections 6.1 and 6.3 herein and the annual payment to the Telecommunications and Economic Development Fund under Section 6.4 herein, but shall not include the following: (i) any community studio and equipment costs or expenses under Section 6.2 herein; (ii) any senior discount costs or expenses under Section 8.2 herein; and (iii) any other costs or expenses incurred by the Licensee under the terms of this Renewal License.

SECTION 9.5 - REPORTS [SEE G.L.c. 166A §§8 and 10]

(a) 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 request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) As provided by law and applicable regulations, the Licensee shall notify the Issuing Authority and the Cable Division, on forms prescribed by the Cable Division, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(c) In addition, 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.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and, pursuant to 47 CFR §76.311 and other applicable regulations of the FCC, must file an Equal Employment Opportunity Plan with the FCC and otherwise comply with the FCC regulations with respect to Equal Employment Opportunities. The Licensee has filed its current plan with the FCC and agrees to abide by such plan.

SECTION 9.7 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]

The License issued hereunder may, after due notice and hearing, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;

- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A;
- (d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;
- (f) For failure to complete construction in accordance with the provisions of the Renewal License; and
- (g) For repeated failure to comply with any of the material terms and conditions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

Prior to instituting any action against the Licensee under either Section 9.3 (Performance Bond) or Section 9.7 (Revocation of License), the Issuing Authority shall notify the Licensee of specific failure and shall give the Licensee thirty (30) days, or such longer time as may be granted by the Issuing Authority in its reasonable discretion, in which to rectify such failure and shall not proceed further if the matter is resolved to the reasonable satisfaction of the Issuing Authority within the specified time period.

SECTION 9.9 - RIGHT OF REVIEW

Prior to pursuing review under state or federal law, the parties may agree to arbitration under the rules of the American Arbitration Association.

SECTION 9.10- TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A §7]

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application.

SECTION 9.11 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, 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 termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Such abandonment shall not relieve the Licensee of cost of removal.

SECTION 9.12 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to Massachusetts General Laws, Chapter 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.13 - COMMERCIAL NON-DISCRIMINATION

No commercial establishment within the Licensee's service area shall be denied Basic Broadcast Service or Cable Programming Services if requested. In responding to a request for any level or tier of Cable Service, the Licensee shall treat like situated commercial establishments within the service area similarly and in accordance with federal law and regulations.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

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

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, 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, arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the Licensee's control.

SECTION 10.3 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Mayor, City of Springfield, 36 Court Street, Springfield, MA 01103 and upon request a copy to Attn: City Solicitor, City of Springfield, 36 Court Street, Springfield, MA 01103 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government & Legal Affairs, MediaOne, 1127 Main Street, Springfield, MA 01103 with a copy to Attn: Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the earlier of the time of delivery or postmark date.

SECTION 10.4 - 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, signed by both parties hereto.

SECTION 10.5 - 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 10.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the date of execution of this Renewal License:

- (a) The Licensee is the duly organized, validly existing and in good standing under the laws of the State;
- (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; and
- (d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

EXECUTED AS A SEALED INSTRUMENT ON THIS _____ DAY OF
_____ 19__.

Approved as to form:

CITY OF SPRINGFIELD
By:

City Solicitor

Michael J. Albano, Mayor

ENGLAND, INC.

Accepted by:
MEDIAONE OF WESTERN NEW

Russell H. Stephens
Senior Vice President
Northeast Region

EXHIBIT A

SUBSCRIBER NETWORK DROPS

(Please see attached.)

EXHIBIT B

INSTITUTIONAL NETWORK DROPS

(Please see attached.)

EXHIBIT C

**ARTICLES OF ORGANIZATION
OF THE
SPRINGFIELD MEDIA AND TELECOMMUNICATIONS GROUP, INC.**

(Please see attached.)

EXHIBIT D

SCHEDULE OF CURRENT MONTHLY RATES AND CHARGES

(Please see attached.)