CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS II, Inc.

CITY OF NORTHAMPTON,
MASSACHUSETTS

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AGREEMENT

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

WITNESSETH

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

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

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

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

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

ARTICLE 1

DEFINITIONS

Section 1.1—DEFINITIONS

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

(1) Access: The right or ability of any Northampton resident and/or any Persons affiliated with a Northampton institution to use designated PEG facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures lawfully established by the Issuing Authority or its Access Provider for such use.

(2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational, institutional and/or similar organizations, subject to the conditions and procedures as lawfully established by the Issuing Authority or its Access Provider for such use.

(3) Access Corporation or Access Provider: The entity, designated by the Issuing Authority from time to time, for the purpose of operating the public, educational and or governmental access facilities, equipment and channels on the Cable Television System.

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

(5) Basic Service: Any Service tier which includes the retransmission of local television broadcast Signals.

(6) CMR: The Code of Massachusetts Regulations.

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

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or successor agency if any.

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

(10) Cable Television System, Cable System or System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(11) City: The City of Northampton, Massachusetts.

(12) City Counsel: The City Attorney of the City of Northampton, Massachusetts.

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

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

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

(16) Department of Public Works ("DPW"): The Department of Public Works of the City of Northampton, Massachusetts.

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

(18) Drop or Cable Drop: The cable that connects an Outlet to the feeder cable of the Cable System.

(19) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Issuing Authority's designee, for the use of educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public subject to applicable law and the terms hereof.

(20) Effective Date of Renewal License (the "Effective Date"): April 4, 2016.

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

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

(23) Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates calculated in

accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; and Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; home shopping revenues on a pro-rata basis, and advertising revenues on a pro-rata basis. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

(24) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(25) Issuing Authority: The Mayor of the City of Northampton, Massachusetts.

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

(27) License Fee or Franchise Fee: The payments to be made by the Licensee to the City of Northampton and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(28) Licensee: Comcast of Massachusetts II, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.

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

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

(31) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's television set or Subscriber-owned equipment to the Cable System.

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

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

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

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

(36) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

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

(38) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(39) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Northampton residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

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

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

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

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

(44) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(45) State: The Commonwealth of Massachusetts.

(46) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and

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

(47) Subscriber Network: The 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(48) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscribers' residences.

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

(50) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

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

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

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

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

Section 2.2---TERM OF RENEWAL LICENSE

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

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

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

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

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

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

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

Section 2.4—POLICE AND REGULATORY POWERS

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

Section 2.5—REMOVAL

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

Section 2.6—TRANSFER OF THE RENEWAL LICENSE

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

unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

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

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

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

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

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

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

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

Section 2.7—EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

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

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

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1—SUBSCRIBER NETWORK

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

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

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

Section 3.2—EMERGENCY ALERT OVERRIDE CAPACITY

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

Section 3.3—PARENTAL CONTROL CAPABILITY

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

Section 3.4— PEG ACCESS VIDEO ORIGINATION LOCATIONS

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

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

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

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

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

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

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

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

ARTICLE 4

CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

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

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

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

Section 4.2---LINE EXTENSION POLICY

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

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

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

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

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

Section 4.3---LINE EXTENSION PROCEDURES

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

Section 4.4---LOCATION OF THE CABLE TELEVISION SYSTEM

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

Section 4.5---ABOVE GROUND & UNDERGROUND FACILITIES

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

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

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

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

Section 4.6—TREE TRIMMING

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

Section 4.7—RESTORATION TO PRIOR CONDITION

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

Section 4.8–TEMPORARY RELOCATION

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

Section 4.9—DISCONNECTION AND RELOCATION

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

street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

Section 4.10---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with the applicable provisions of the Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws of general applicability, any other generally applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.11---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the City's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at City approved locations to be determined when the Licensee applies for a permit. All pedestals and low profile boxes shall be shown on the Cable System maps submitted to the City in accordance with Section 4.12 *infra*. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 4.12---PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.13---RIGHT TO INSPECTION OF SYSTEM

The Issuing Authority or its designee(s) shall upon written request have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

Section 4.14—CABLE SYSTEM MAPS

The Licensee shall provide the Issuing Authority or its designee, upon written request by the Issuing Authority, with strand maps of the Cable System. If changes are made in the Cable System located in the Public Way, the Licensee shall file updated strand maps not more than once annually; provided, however, Licensee shall not be required to file amended strand map(s) if such a map is filed with a City department during any Public Way road opening permit, grant of location, etc. application process.

Section 4.15—SERVICE INTERRUPTION

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

Section 4.16—COMMERCIAL ESTABLISHMENTS

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

Section 4.17—DIG SAFE

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

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1—BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable Television System serving the City pursuant to applicable federal statute or regulation.

Section 5.2—PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Northampton Programming line-up at least thirty (30) days before any such change is to take place, said notice shall indicate any changes or repositioning of channels affected by aforementioned substantial changes.

Section 5.3—LEASED CHANNELS FOR COMMERCIAL USE

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

Section 5.4—CABLE COMPATIBILITY

(a) Licensee will continue to comply with equipment compatibility requirements in accordance with applicable law and regulation.

(b) The Licensee reserves its right 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 its Signals, in accordance with applicable law(s).

(c) Pursuant to the rules and regulations of the Cable Division, as may be amended from time to time, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers.

Section 5.5—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 Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine and material Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6---DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS & PUBLIC SCHOOLS

In accordance with applicable law, the Licensee shall provide a Cable Drop, an Outlet and monthly Basic Service to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority and along its cable routes, at no cost to the City or School Department, including, but not limited to, those listed in **Exhibit 3**, attached hereto and made a part hereof. Upon written request of the Issuing Authority, Licensee shall install said Service to newly designated public buildings at no cost to the City provided however that said installation is a Standard Installation.

ARTICLE 6

PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS FACILITIES & SUPPORT

Section 6.1—PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall continue to be responsible for the provision of PEG Access Programming to Subscribers and the City, pursuant to the provisions of this Article 6 herein.

Section 6.2—PEG ACCESS CORPORATION

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

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
(2) Manage PEG Access annual funding, pursuant to applicable law, Section 6.4 below, and the terms hereof;
(3) Purchase, maintain and/or lease PEG Access equipment, with the funds allocated for such purposes in Section 6.5 below and subject to applicable law and the terms hereof;
(4) Conduct training programs in the skills necessary to produce PEG Access Programming;
(5) Establish rules, procedures and guidelines for use of the PEG Access Channels, subject to and in accordance with applicable law and subject to the Issuing Authority having a reasonable opportunity for Issuing Authority review, with the Issuing Authority reserving ultimate control over rules, procedures and guidelines for the Government Access and the Educational Access Programming;
(6) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and
(7) Produce or train Users in the production of original, non-commercial, PEG Access Video Programming of interest to Subscribers and focusing on City issues, events and activities.

Section 6.3—PEG ACCESS CHANNELS

(a) The Licensee shall continue to make available for use by the Issuing Authority and/or the Access Corporation three (3) Licensee-owned downstream PEG Access Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the City and the Access Corporation and shall be subject to the control and management of the Issuing Authority and/or the Access Corporation, subject to the terms herein.

(b) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, referenced in paragraph (a) above, without the advance, written notice to the Issuing Authority and/or its designee(s).

Section 6.4—PEG ACCESS AND ISSUING AUTHORITY CABLE-RELATED FUNDING

(a) The Licensee shall make License Fee payments for PEG Access purposes to the Issuing Authority's PEG Access designee (hereinafter aka "Access Provider" or "Access Corporation") equal to five percent (5.0%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(23) *supra*,

provided, however, that the Licensee shall in no case deduct any fees payable to the FCC and/or any other state or federal government agency or payments under Section 6.5 from said five percent (5.0%) payments. Said payments shall be made on a quarterly basis payable as set forth in Section 6.4(b) below:

(b) The first five percent (5.0%) payment under Section 6.4(a) shall be made on or before August 15, 2016 for the previous period of April 4, 2016 to June 30, 2016. Thereafter, payments pursuant to Section 6.4(a) shall be made on a quarterly basis: (i) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December; (ii) on or before May 15th of each year of this Renewal License for the previous three (3) month period of January, February and March; (iii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; and (iv) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September. The final payment under Section 6.4(a) shall be made on or before August 15, 2026 for the period of April 1, 2026 to April 3, 2026.

(c) For each of the quarterly payments pursuant to Section 6.4(b), Licensee shall file a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s). If the Licensee's quarterly payments to the Access Provider (Access Corporation) were less than the amounts specified in Sections 6.4(a) for the respective reporting period, the Licensee shall pay any balance due to the Access Corporation no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(23) *supra*.

(d) In no case shall the payments pursuant to this Section 6.4 include the equipment and related funding required by Section 6.5. Said payments pursuant to Section 6.4(a) shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(e) In the event that the PEG Access funding payments pursuant to Section 6.4 are not tendered on or before the dates fixed in paragraph (b) above, interest due on such fee shall accrue from the date due at the rate of the Prime Rate, on the last day of business of the prior month. Any payments to the Access Provider pursuant to this Section 6.4(e) shall not be deemed to be part of the funding to be paid to the Access Provider pursuant to Section 6.4(a) through 6.4(d) and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 6.5---CABLE-RELATED AND PEG ACCESS-RELATED FACILITIES/EQUIPMENT FUNDING

(a) The Licensee shall make capital and cable-related payments for Issuing Authority or Access Provider capital and related purposes to the Issuing Authority or its PEG Access designee in the total aggregate amount of Seven Hundred and Fifty Thousand Dollars ($750,000.00), for capital/equipment purposes payable in ten equal payments of seventy-five thousand dollars ($75,000.00) payable as follows:

(i) On the first through sixth anniversary of the Effective Date of this Renewal License, Licensee shall pay Seventy-Five Thousand Dollars ($75,000.00) per year to the Issuing Authority for the purpose of supporting City-owned cable-related facilities, cable-related purposes and related equipment in the City.

(ii) On the seventh anniversary of the Effective Date of this Renewal License, Licensee shall pay Fifty Thousand Dollars ($50,000.00) to the Issuing Authority for the purpose of supporting cable-related purposes and Twenty-Five Thousand Dollars ($25,000.00) to the Issuing Authority's designated Access Provider for PEG Access facility and equipment purposes.

(iii) On the eighth through tenth anniversary of the Effective Date of this Renewal License, Licensee shall pay Seventy-Five Thousand Dollars ($75,000.00) per year to the Issuing Authority's designated Access Provider for PEG Access facility and equipment purposes.

(b) Under no circumstances shall said capital/equipment payments be counted against:

i. the annual funding payable to the Issuing Authority pursuant to Section 6.4 above; and/or;
ii. the License Fees payable to the Issuing Authority pursuant to Section 7.1 *infra*; and/or;
iii. any other fees or payments required by applicable law.

(c) In the event that the equipment and capital payments required herein are not tendered to the Access Provider and/or the Issuing Authority on or before the dates fixed herein, interest due on such equipment payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

Section 6.6---EQUIPMENT OWNERSHIP

The City and/or the Access Corporation, as determined by the Issuing Authority, shall own all PEG Access equipment purchased with funding pursuant to Article 6. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

Section 6.7—ACCESS CORPORATION ANNUAL REPORT

Upon the written request of the Licensee, the Issuing Authority or its Access designee shall provide the Licensee and the Issuing Authority with a copy of the Access Provider's annual Form PC submitted to the Division of Public Charities and the Form 990.

Section 6.8—PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

Section 6.9—PEG ACCESS CABLECASTING

(a) In order that the Issuing Authority, its designee(s) and/or the Access Corporation can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Issuing Authority's PEG Access designee(s). From the Access

Corporation studio Licensee shall transport said PEG Access Programming upstream to Licensee's Headend or hubsite without charge to the Issuing Authority and/or its designee(s) for such transport and use. The Licensee shall ensure that said PEG Access Programming is routed electronically at the Headend or Hub to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said PEG Access Programming shall be retransmitted by Licensee in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels at no charge to the Issuing Authority or its Access designee(s). Any manual switching shall be the responsibility of the Issuing Authority or its PEG Access designee(s). The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming. After the completion of the City's assumption of responsibility for remote video origination locations other than from the 380 Elm Street studio, which shall be completed one year from the Effective Date herein as further outlined in Section 3.4 of this License Agreement. Licensee shall only be responsible for the upstream PEG Access transmissions from the 380 Elm Street studio to Licensee's Headend and or Hub.

(b) Subject to Section 3.4(c) of this Renewal License, Licensee shall replace the coaxial segment of the Video Return from the 380 Elm Street studio to Licensee's headend with fiber optic cable at no charge to the City or Access Designee. Said fiber replacement shall be operable and in good working order within the foregoing 90-day construction timetable and shall be maintained by Licensee at no charge to the City and/or Access Designee. Notwithstanding the foregoing, said fiber deployment and maintenance shall be subject to external cost subscriber rate pass-through treatment consistent with F.C.C. external cost regulations and applicable law but the construction cost thereof for external cost treatment shall not exceed an aggregate of Sixteen Thousand Five Hundred Dollars ($16,500.00).

(c) Any future moves of the Access Corporation Studio, necessitating a new or different VRL other than the fiber VRL from the 380 Elm Street Access Corporation studio to Licensee's Headend or Hub, shall be entirely borne by the Access Corporation and paid to the Licensee prior to any such VRL relocation construction subject to the following. Upon written request, the Licensee shall provide a written cost estimate to the Issuing Authority and Access Corporation of such future or alternative studio VRL relocation. Upon acceptance of Licensee relocation cost estimate by Access Corporation, and subject to Issuing Authority consent to the relocation, if any, Licensee shall complete such alternative or future relocation, and make it operational within one hundred eighty (180) days of Access Corporation payment of one half of the estimated relocation cost, with the balance due within twenty-one (21) days of completion of the relocation. Said one hundred eighty (180) day relocation timetable under this Section 6.9(c) shall be extended if necessitated by utility company pole attachment make-ready requirements causing Licensee to need additional time to comply with lawful and reasonable utility company make-ready requirements. Any future VRL sites shall terminate at the Access Corporation studio, located at 380 Elm Street, unless otherwise agreed to in writing by the parties, and shall be transported by fiber. Excluding the fiber construction from the 380 Elm Street Studio referenced above, the Access Corporation shall be responsible for all costs associated with construction of the new fiber, if any, for relocation of Licensee's existing VRL - network, including optical transportation electronics and construction costs if such relocation is in connection with an Access Corporation studio relocation subject to this Section 6.9(c).

(d) The Licensee shall maintain, repair and/or replace any Licensee-owned Headend or hub site Signal processing equipment and the Video Return Line from the 380 Elm Street studio, including optical transportation electronics. The Licensee shall assume responsibility for all transport equipment in connection with the foregoing. The Access Corporation shall maintain, repair and/or replace the studio or Access Corporation-owned equipment. Unless otherwise agreed to, the demarcation point between the

Licensee's equipment and/or the City's or the Access Corporation's equipment shall be at the output of the Access Corporation's master control output.

Section 6.10—CENSORSHIP

Neither the Licensee nor the City shall engage in any program censorship or any other control of the content of the public access Programming on the Cable System, except as otherwise required or permitted by applicable law

ARTICLE 7

ANNUAL FUNDING TO THE CITY

Section 7.1—LICENSE FEE PAYMENTS

(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 ($.50) per Subscriber per year or such other 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) 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 following: (i) the PEG Access Funding pursuant to Section 6.4 *supra* and (ii) any License Fees that may be payable to the City, the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the City or the Access Corporation because of late payments; (ii) the equipment/facilities funding payments payable to the Issuing Authority and/or the Access Corporation pursuant to Section 6.5; (iii) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

Section 7.2—OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the City, 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 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 shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

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

Section 7.3—LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at the Prime Rate. Any payments to the City pursuant to this Section 7.3 shall not be deemed to be part of the License Fees to be paid to the City pursuant to Section 7.1 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.4—RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Article 6 *supra.* All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required PEG Access payment to the Issuing Authority, without interest charges of any kind.

Section 7.5—AFFILIATES USE OF SYSTEM

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

Section 7.6—METHOD OF PAYMENT

All License Fee payments paid to the City pursuant to Section 7.1(a) of this Renewal License shall be made payable to the City and deposited with the City Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The City reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thirty (30) days prior to changing one of its billing practices, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed billing practice, in a typeface that can be easily read and understood by Subscribers.

(b) In accordance with applicable law, at the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade Service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 4**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

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

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

In the event that Licensee's Service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Licensee will grant such Subscriber a pro rata credit or rebate upon request, 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 Licensee from the Subscriber.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1—INSURANCE

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

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Execution Date of this Renewal License.

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

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

Section 9.2—PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the State in the sum of Twenty Five Thousand Dollars ($25,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the provisions of Section 11.1 *infra*.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the City that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3—REPORTING

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

Section 9.4—INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the City, 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 the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely and reasonable written notice of its obligation to indemnify and defend the Issuing Authority within a reasonable time from receipt of a claim or action pursuant to this section.

Section 9.5—NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

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

> It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by of notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1—REGULATORY AUTHORITY

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

Section 10.2—PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal license, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the City. 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, and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 *infra.* Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 10.3—NONDISCRIMINATION

The Licensee shall not discriminate against any Person in the availability of Cable Service, on the basis of race, color, creed, religion, ancestry, and national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4—EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable

judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Section 10.6---JURISDICTION & 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.

ARTICLE 11

DETERMINATION OF BREACH & LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

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

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

(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 twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required 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 and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) Commence an action at law for monetary damages;

(iii) Foreclose on or otherwise lawfully pursue all or any appropriate part of the security (performance bond) provided pursuant to Section 9.2 herein;

(iv) Declare the Renewal License to be revoked subject to Section 11.2 below and applicable law;

(v) Invoke any other lawful remedy available to the City.

Section 11.2—REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 *supra*, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.3—TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above; or (ii) the expiration of the term of the Renewal License. In the event of any termination, the City shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.4—NOTICE TO CITY OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Section 11.5—NON-EXCLUSIVITY OF REMEDY

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

Section 11.6—NO WAIVER-CUMULATIVE REMEDIES

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

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

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the City or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the Issuing Authority, City or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the City 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 City 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.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1—CUSTOMER SERVICE

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. Likewise, 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.

Section 12.2—TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309 as may be amended from time to time, attached hereto as **Exhibit 5**, during Normal Business Hours, as defined therein.

(b) Pursuant to 47 C.F.R. §76.309, the Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Northampton Subscribers.

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

(d) Pursuant to 47 C.F.R. §76.309, a Subscriber shall receive a busy signal less than three percent (3%) of the time, measured on a quarterly basis, under Normal Operating Conditions.

(e) Pursuant to 47 C.F.R. §76.309, the Licensee shall not be required to perform surveys to measure compliance with the telephone answering standards above unless the Issuing Authority present reasonable evidence regarding a record of multiple bona fide complaints regarding telephone response times.

Section 12.3—CUSTOMER SERVICE CALL CENTER

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.

Section 12.4—INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new standard aerial installations, to Northampton residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower 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) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

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

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

Section 12.8—REMOTE CONTROL DEVICES

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

Section 12.9—EMPLOYEE IDENTIFICATION CARDS

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

Section 12.10—PROTECTION OF SUBSCRIBER PRIVACY

(a) In accordance with applicable federal law, the Licensee shall not use the Cable System to collect personally identifiable information concerning any Subscriber without the prior written or electronic consent of the subscriber concerned. Licensee may use the Cable System to collect such information in order to (A) obtain information necessary to render a cable service or other service provided by the cable operator to the Subscriber; or (B) detect unauthorized reception of cable communications.

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

(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 technician(s) 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) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one (1) neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5—FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 5.**

Section 12.6—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., attached hereto as **Exhibit 4** and made a part hereof, as the same may exist or as may be amended from time to time:

(i) Billing Practices Notice;

(ii) Services, Rates and Charges Notice;

(iii) Form of Bill;

(iv) Advance Billing and 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.

Section 12.7—COMPLAINT RESOLUTION PROCEDURES

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

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

Section 12.11---PRIVACY WRITTEN NOTICE

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

Section 12.12---DISTRIBUTION OF SUBSCRIBER INFORMATION

In accordance with applicable law, the Licensee shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. The Licensee may disclose such information if the disclosure is:

(A) necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the cable operator to the subscriber;

(B) subject to and made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed; or

(C) a disclosure of the names and addresses of Subscribers to any Cable Service, if the cable operator has provided the Subscriber the opportunity to prohibit or limit such disclosure. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice and the disclosure does not reveal, directly or indirectly, the extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or the nature of any transaction made by the subscriber over the cable system of the cable operator.

Section 12.13---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.14---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

A cable subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by a cable operator. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by such cable operator. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

Section 12.15—PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1—GENERAL

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

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the City Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2—FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

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

Section 13.3—SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 6** to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.4—ANNUAL PERFORMANCE TESTS

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

Section 13.5—QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.6—DUAL FILINGS

To extent required by applicable law, either 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, subject to Section 13.1 above, 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.

Section 13.7—INVESTIGATION

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

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

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

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

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

Section 15.2---CAPTIONS

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

Section 15.3---SEPARABILITY

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

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

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

Section 15.5---RENEWAL LICENSE EXHIBITS

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

Section 15.6---WARRANTIES

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

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

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be

obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

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

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of the Renewal License; and

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

Section 15.7---FORCE MAJEURE

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

Section 15.8---APPLICABILITY OF RENEWAL LICENSE

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

Section 15.9---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor, City of Northampton, City Hall, 210 Main Street, Room 12, Northampton, Massachusetts 01060, with one (1) copy to the City Attorney, and one (1) copy to the Cable Advisory Board c/o the Northampton City Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
3303 Main Street
Springfield, MA 01107

with one (1) copy to:

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

and one (1) copy to:

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, Pennsylvania 19103

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in a Northampton newspaper of general circulation.

(d) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.10---NO RECOURSE AGAINST THE ISSUING AUTHORITY

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

Section 15.11---CITY'S RIGHT OF INTERVENTION

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

Section 15.12---TERM

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

Section 15.13- NO THIRD PARTY BENEFICIARY

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public or Person not a party and signatory to this Renewal License to enforce the terms of this Renewal License.

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Mayor of the City of Northampton, Massachusetts, as Issuing Authority, this 28 day of March, and all terms and conditions are hereby agreed to by Comcast of Massachusetts II, Inc.

The Mayor of Northampton, as Issuing Authority
By:

David J. Narkewicz, Mayor

Approved as to form:

William August, Esq.

Comcast of Massachusetts II, Inc.
By:

Michael Parker, Regional Senior Vice President
Western New England Region

EXHIBITS

EXHIBIT 1

FCC TECHNICAL SPECIFICATIONS

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 MHz ± 5 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 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 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 ±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 O 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 (micro-volt/ meter)	Distance in meters (m)
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 2

PROGRAMMING AND SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

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

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Execution Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

EXHIBIT 3

DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS

Public School Buildings:

Bridge Street School	2 Parsons Street
Jackson Street School	120 Jackson Street
JFK Middle School	100 Bridge Road
Leeds Elementary School	20 Florence Street
Northampton High School	380 Elm Street
Northampton High School Football Field	380 Elm Street
Northampton Schools	212 Main Street
RK Finn Ryan Road School	498 Ryan Road
Smith Vocational & Agricultural School	80 Locust Street

Municipal Buildings:

Academy of Music	274 Main Street
Florence Community Center	140 Pine Street
Florence Fire Station	69 Maple Street
Forbes Library	20 West Street
Lilly Library	19 Meadow Street
Memorial Hall (Council on Aging)	240 Main Street
Northampton City Hall	210 Main Street
Northampton Department of Public Works	125 Locust Street
Northampton Fire Department	26 Carlon Drive
Northampton Highway Department	811 North King Street
Northampton Housing Authority	49 Old South Street
Northampton Police Department	29 Center Street
Puchalski Building	212 Main Street

EXHIBIT 4

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

(1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.

(2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.

(3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

(4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

(1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

(2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

(3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

(4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

(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 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 5

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 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 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–

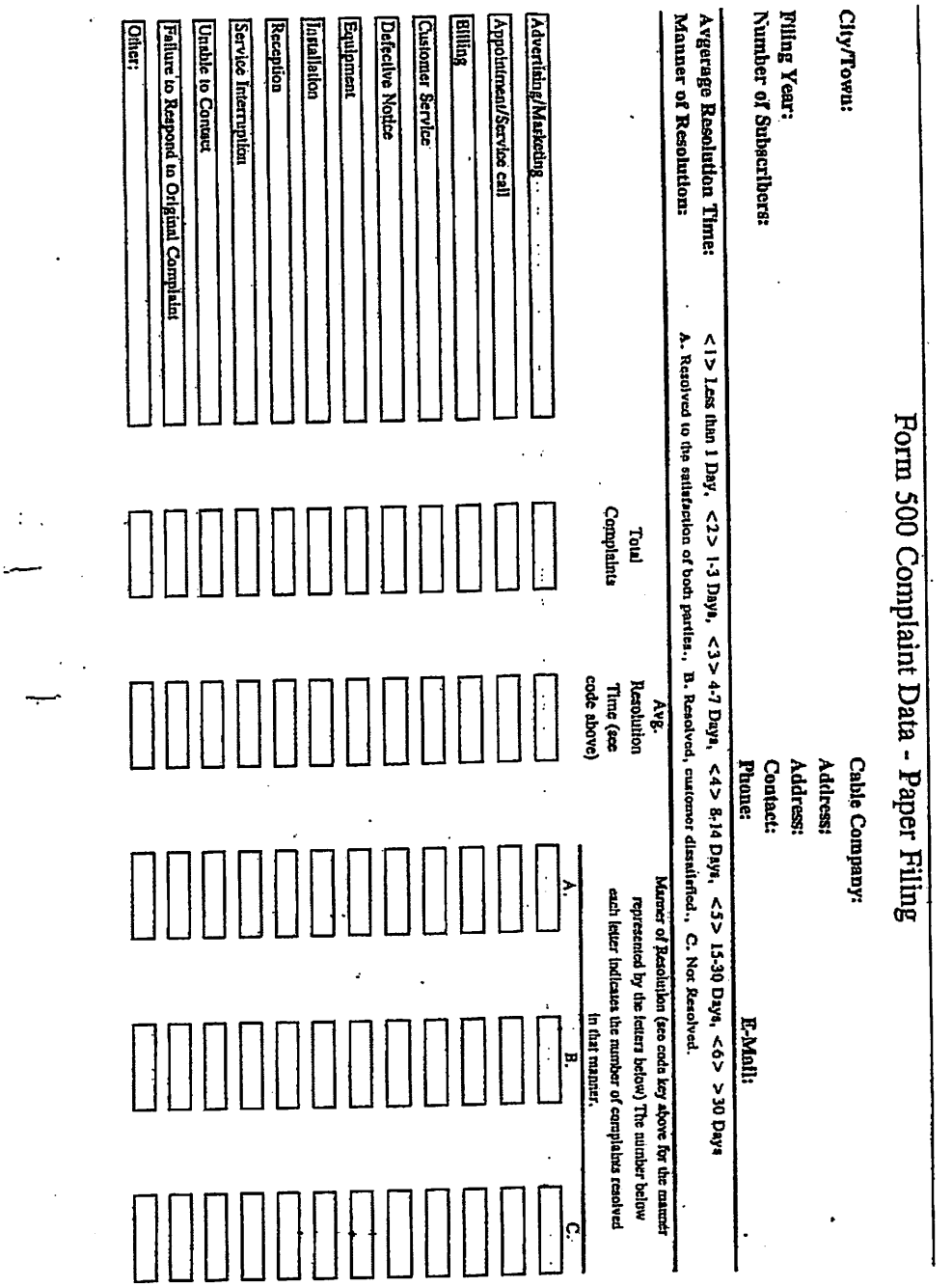
(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(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.

EXHIBIT 6

CABLE DIVISION FORM 500



Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Contact:

Phone:

E-Mail:

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

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

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

EXHIBIT 7

PEG ACCESS VIDEO ORIGINATION LOCATIONS

Northampton Community Television, Inc., 380 Elm Street, Northampton, MA (for full license term)

City Council Chambers, City Hall, 210 Main Street, Northampton, MA (for twelve months from Effective Date of Renewal License unless notified of earlier termination by Issuing Authority) as set forth in Renewal License Sections 3.4 and 6.9)

John F. Kennedy Middle School, Community Room, (for twelve months from Effective Date of Renewal License unless notified of earlier termination by Issuing Authority) as set forth in Renewal License Sections 3.4 and 6.9.