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CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

MOUNTAIN CABLE COMPANY, L.P.
d/b/a ADELPHIA CABLE COMMUNICATIONS

BY THE

BOARD OF SELECTMEN

TOWN OF WILLIAMSTOWN,
MASSACHUSETTS

EXHIBITS

Signal Carriage	Exhibit 1
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FCC Customer Service Obligations	Exhibit 4

AGREEMENT

This Agreement, made this 9TH day of August, 2004, between the Board of Selectmen of the Town of Williamstown, Massachusetts, as statutory Issuing Authority, and Mountain Cable Company, L.P. d/b/a Adelphia Cable Communications, a Vermont limited partnership.

WITNESETH

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

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

ARTICLE 1
DEFINITIONS

Section 1.1---**DEFINITIONS**

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

(1) Access: The right or ability of any Williamstown resident and/or any Persons affiliated with a Williamstown non-commercial institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee shall make available to the Issuing Authority and/or its designees, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) 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.

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

(5) Bidirectional or Two-Way: Permitting communications on the Cable System in either of two directions.

(6) Board of Selectmen: The Board of Selectmen of the Town of Williamstown, Massachusetts.

(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), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(8) Cable Modem: A device which may be used to connect Subscribers to the Internet over the Cable System.

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

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

(11) Commercial Subscriber: Including but not limited to a subscriber who allows paying guests, customers, or members access to cable services whether or not such access is specifically charged for

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

(13) 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.

(14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Williamstown, Massachusetts.

(15) Downstream Channel: A channel over which Signals travel from the Cable System

Headend to an authorized recipient of Programming.

(16) Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(17) Educational Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

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

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

(20) Licensee: Mountain Cable Company L.P. d/b/a Adelphia Cable Communications, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(21) Issuing Authority: The Board of Selectmen of the Town of Williamstown, Massachusetts.

(22) Government Access Channel: A specific channel(s) on the Cable System which is made available for use by the Issuing Authority and/or its designee(s).

(23) Gross Annual Revenues: Revenue received by the Licensee and/or its Affiliates from the provision of Cable Service over the Cable Television System including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; any other Subscriber fees and/or charges including, but not limited to, License Fees (i.e.: fee-on-fee); all Commercial Subscriber revenues; fees paid for Channels designated for commercial use; home-shopping revenues; Converter, remote control and other equipment rentals, leases or sales; studio and other facility or equipment rentals; advertising revenues less agency fees;. 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 such other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other person which is derived directly or indirectly from, or in connection with, the operation of the System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town 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 payments to the Town in the period so collected. Gross Annual Revenues shall not include deposits, which deposits shall be returned to Subscribers. Gross Annual Revenues shall also not include any taxes imposed on the Services furnished by Licensee herein which are imposed directly on the subscriber or user by the local or governmental unit and collected by Grantee on behalf of that governmental unit.

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

(25) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used for the purpose of either (i) Signal processing or switching, or (ii) placement of a Fiber Node, microwave link or transportation super trunk.

(26) Internet: The worldwide computer network.

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

(28) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

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

(30) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.

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

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

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

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

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

(36) Prime Rate: The prime rate of interest as determined by the Federal Reserve Bank and published in the Wall Street Journal.

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

(38) Public Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, Williamstown individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

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

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

(41) Residential Subscriber: A subscriber who accesses the Cable System at home solely for the use of family members and personal guests.

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

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

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

(45) Signal: Any transmission of electromagnetic or optical energy which carries information from one location to another for the provision of Service.

(46) State: The Commonwealth of Massachusetts.

(47) Subscriber: Any Person, firm, corporation or other entity in the Town who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(48) Subscriber Network: The Cable System to be operated by the Licensee, over which Signals can be transmitted to Subscribers, as more fully described in Section 4.1 infra.

(49) System Activation: The initial operation of all or a portion of the coaxial cable and related apparatus of the Cable Television System such that the Signals required and authorized to be transmitted pursuant to this Renewal License are available at potential Subscriber's taps.

(50) Town: The Town of Williamstown, Massachusetts.

(51) Town Attorney: The Town Attorney of the Town of Williamstown, Massachusetts.

(52) Transfer: The disposal by the Licensee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of the ownership resulting in a change of control of the System or of this Renewal License, to a Person or a group of Persons.

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

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

(55) 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.

(56) VCR: The acronym for video cassette recorder.

(57) Willinet: The non-profit corporation formed in order to provide for and manage public access television in the Town

ARTICLE 2
GRANT OF RENEWAL LICENSE

Section 2.1---**GRANT OF RENEWAL LICENSE**

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

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

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee, the right to construct, upgrade, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Williamstown within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the

laws of the United States of America, the Commonwealth of Massachusetts and the Town of Williamstown. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Way and places. Any references herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Section 2.2---**TERM OF RENEWAL LICENSE**

The term of this Renewal License shall be for seven (7) years, commencing upon acceptance by Licensee, unless sooner terminated as provided herein or surrendered.

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

This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a License or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a cable television system within the Town of Williamstown; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any lawful purpose. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

Section 2.4---**POLICE AND REGULATORY POWERS**

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

Section 2.5---**REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License by passage of time or otherwise, and unless (1) the Licensee renews its License for another term or (2) the Licensee Transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate. Any costs incurred by the Town resulting from the removal, site restoration, and/or abandonment of the Cable System, shall be paid to the Town by the Licensee upon request.

Section 2.6---**AMENDMENT BY MUTUAL AGREEMENT**

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

ARTICLE 3
TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

Section 3.1---**RESTRICTIONS AGAINST TRANSFERS**

(a) Neither this Renewal License, nor any rights or obligations of the Licensee in or pursuant to this Renewal License or the Cable System shall be transferred in part or as a whole, by assignment, trust, lease, sublease, and is not to be sold, transferred, leased, assigned, or disposed of in part or as a whole, either by forced sale, merger, consolidation, or otherwise, nor shall title thereto, either legal or equitable, or any right or interest therein, pass to or vest in any Person, nor shall any change in control of the Licensee or the Cable System occur, either by any act of the Licensee or by any parent company of the Licensee, by operation of law or otherwise, in each such case without the prior written consent of the Issuing Authority, which consent shall not be unreasonably withheld or delayed. The limitations and restrictions in this Section 3.1(a) shall not prohibit the provision of security interests in the Cable System for the purpose of securing financing.

(b) For purposes of this Section 3.1, any sale, assignment or any other disposition of a majority ownership interest of the parent company of the Licensee to any one Person or group of Persons acting in concert, in one transaction or a series of related transactions, shall be deemed to be a change of control of the Licensee. This Section 3.1(b) shall not apply to an assignment or Transfer of the control to assignees or transferees controlled by the Licensee or its parent. The word "control" as used in this section is not limited to major stockholders but includes actual

working control in whatever manner exercised and includes control of the parent company of the Licensee.

(c) Neither the Licensee nor its parent company shall enter into any management contract or any other arrangement for the management of the Cable System, however structured, without the prior written consent of the Issuing Authority, provided, however, that this Section 3.1(c) shall not apply to the Licensee's employment contracts and other personnel decisions.

Section 3.2---**APPROVAL PROCEDURE**

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

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

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

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

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

Section 3.3---**CONDITIONS RELATED TO TRANSFER**

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

Section 3.4---**NO WAIVER OF RIGHTS**

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

Section 3.5---**RENEWAL LICENSE SIGNATORY**

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

ARTICLE 4
SYSTEM DESIGN

Section 4.1---**SUBSCRIBER NETWORK**

(a) Licensee shall continue to maintain the Cable System in the Town at 550 MHz. Within sixty (60) months of the effective date of this Renewal License, licensee shall commence upgrading the existing cable system to a minimum bandwidth of 860 MHz. This upgrade will be completed within 72 months of the effective date of this Renewal License. Within fifty-four (54) months of the effective date of this Renewal License Licensee will make available to the Issuing Authority at the Licensee's office the design and engineering plans which have been completed as of the fifty-fourth month of this term. It is understood that these design plans are the private property of the licensee and are not for public use.

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

(c) The Licensee shall deliver, at no charge to Subscribers or the Town, closed-captioned programming on all channels providing such options.

(d) No later than twelve (12) months from the completion of the upgrade of the Subscriber Network, the Licensee shall remove its current Subscriber Network and related

equipment from the Public Ways; provided, however, that the Licensee may retain those portions of said Subscriber Network that can be utilized during the renewal term; and, provided, further, that the Licensee shall work with the Issuing Authority, in good faith, to address any concerns of the Town regarding the Licensee's occupation of the Public Ways and/or public safety. In the event of disagreement between the Town and the Licensee on specific cable plant to be removed from the Public Ways, the Town and the Licensee shall meet and discuss the issue(s), in good faith, in order to resolve any such disagreements. The Town shall request that other users of the Public Ways use their best efforts to remove unused plant and equipment from the Public Ways.

Section 4.2---**EMERGENCY ALERT SYSTEM**

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

Section 4.3---**PARENTAL CONTROL CAPACITY**

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

Section 4.4---**SIGNAL QUALITY**

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

Section 4.5---**STAND-BY POWER**

The Licensee shall maintain three (3) hour, stand-by power at the Headend Facility and critical node facilities. Such stand-by power at the Headend shall have continuous capability, contingent upon availability of fuel necessary to operate generators, shall become activated automatically upon the failure of normal power supply, and shall be installed upon completion of the upgrade described herein.

ARTICLE 5
CONSTRUCTION, INSTALLATION, LINE EXTENSION AND MAINTENANCE STANDARDS

Section 5.1---**LOCATION OF CABLE TELEVISION SYSTEM**

(a) The Licensee shall construct, upgrade, install, operate and maintain the Cable Television System within the Town of Williamstown. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and any other obstructions shall be in accordance with applicable Town by-laws and regulations.

(b) If, in case of fire or disaster in the Town at any time, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances or the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 5.2---**SERVICE AVAILABLE TO ALL RESIDENTS**

(a) The Licensee shall make its Cable Service available to all residents in the Town, subject to Section 5.2(b) and Section 5.3 below.

(b) Installation charges shall be non-discriminatory. Any dwelling unit within two hundred (200) feet of the Licensee's nearest feeder cable(s) shall be entitled to a standard installation rate. Any installation in excess of 200' shall be provided upon payment of the Licensee's customary charge, for those portions in excess of 200'.

(c) During the term of this License, Licensee and Issuing Authority agree that Licensee shall make available to the Town all cable services available to other Adelphia towns in the Northern Berkshire service area.

Section 5.3---**LINE EXTENSION**

(a) The Cable Television System shall be extended automatically, from existing cable plant to any and all areas of the Town containing twenty-five (25) residences per aerial mile of cable plant or fractional proportion thereof. Said service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after the Licensee's receipt of permission to attach cable to poles.

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of subsection (a) above upon request of the prospective Subscribers in such areas and based upon the following cost calculation: If a request for an extension into a

residential area requires the construction of the cable plant which does not contain the twenty-five (25) residences per aerial mile of cable plant or a fractional part thereof, the Licensee and the potential Subscriber will each be responsible for their proportionate share of construction costs. Such costs will be determined using the following formula:

$$C/LE - (\text{minus})CA/P = SC$$

- C is the cost of constructing new cable television plant from the termination of existing cable television plant.
- CA is the actual cost of construction per mile in the existing service area
- LE is the number of homes requesting cable service in the proposed extension area
- P is the twenty five homes per linear mile of cable plant
- SC is the per subscriber contribution in aid of construction in the line extension area

The formula reads as follows: C divided by LE, minus CA, divided by P equals SC.

(c) Any potential residential Subscriber located in an area of the Town without cable television service may request such service from the Licensee. In areas meeting the requirements of Section 5.3(b) above, the Licensee shall extend service to the area promptly, but in no case later than sixty (60) days after the Licensee's receipt of permission to attach cable to poles. The Licensee shall expeditiously seek all necessary permits. In those areas with less than twenty-five (25) residences per aerial mile, 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 each potential Subscriber of the total cost of the extension and the range of possible contributions {see Section 5.3(b) above} that will be charged. The Licensee shall apply for permission to attach cables to poles within fourteen (14) days of receiving the contribution(s) from prospective Subscribers. Cable Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution within sixty (60) days of the Licensee's receipt of permission to attach cables to poles.

Section 5.4---**UNDERGROUND FACILITIES**

In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the Town, the Licensee shall likewise place its facilities underground. Underground cable lines shall be placed beneath the pavement subgrade. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 5.5---**TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, public ways and places, and private property in the Town. The Licensee shall comply with all rules established by the Issuing Authority or its designee during the term of this Renewal License regarding tree trimming. All tree and/or root trimming and/or pruning provided for herewith shall be done pursuant to appropriate regulations of the Town.

Section 5.6---**RESTORATION TO PRIOR CONDITION**

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

Section 5.7---**TEMPORARY RELOCATION**

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

Section 5.8---**DISCONNECTION AND RELOCATION**

The Licensee shall, without charge to the Issuing Authority and/or the Town, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 5.9---**SAFETY STANDARDS**

(a) The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, Bell Telephone

Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Commission and the FCC, all building and zoning codes, and all land use restrictions as the same exist or may be amended hereafter.

(b) The Issuing Authority shall have the authority at any time to order and require the Licensee to remove or relocate any pole, wire, cable, or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the authority to remove or relocate the same, which cost the Licensee shall reimburse to the Town.

Section 5.10---**PEDESTALS**

In any cases in which Pedestals are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be low-profile, wherever practical, at Town approved locations to be determined when the Licensee applies for a permit, which shall not be unreasonably denied.

Section 5.11---**PRIVATE PROPERTY**

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

Section 5.12---**RIGHT TO INSPECTION OF CONSTRUCTION**

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

Section 5.13---**CONSTRUCTION MAPS**

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

proposed strand maps for the upgrade referred to in Section 4.1 of this Renewal License thirty (30) days prior to the start of the upgrade.

Section 5.14---**SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt service for the purpose of repairing or testing the Cable Television System, only during periods of minimal use, and, if practical, only after notice to all affected Subscribers. The Licensee shall, upon written request by the issuing Authority or the Cable Advisory Committee, provide a written explanation of any service outages in the Town.

Section 5.15---**COMMERCIAL ESTABLISHMENTS**

The Licensee shall make available its Cable Service(s) to any commercial establishments in the Town, along its cable routes; provided, however, that in the event that there are any exceptional costs, such as excessive undergrounding or distance from existing Cable System plant in excess of two hundred (200) aerial feet, associated with providing such Cable Service, the parties are able to reach a reasonable agreement regarding the terms and costs of installation and monthly service and that the Licensee has reasonable access to conduits, poles and/or other appropriate facilities in order to serve such commercial establishments.

ARTICLE 6
SERVICES AND PROGRAMMING

Section 6.1---**BASIC SERVICE**

The Licensee shall provide a Basic Service which shall include at least: (1) all broadcast television Signals in the Williamstown, Massachusetts area which are required to be carried by a cable television system serving the Town pursuant to statute or regulation; and (2) the PEG Access Channels for public, educational and governmental access use as required by Section 7.1 of this Renewal License.

Section 6.2---**PROGRAMMING**

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

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

Section 6.3---**LEASED CHANNELS FOR COMMERCIAL USE**

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

Section 6.4---**VCR/CABLE-READY TV SET/CABLE COMPATIBILITY**

(a) The Licensee shall provide at a reasonable cost to any Subscriber, upon request, an A/B switch which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except in instances involving two (2) Scrambled Signals.

(b) To ensure the maximum functioning of VCRs and cable-ready television sets, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, (i) any off-the-air Signals and/or (ii) any of the PEG Access Channels. For purposes of this Section 6.5(c), "off-the-air Signals" shall mean any broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes.

(c) To further ensure the maximum functioning of VCRs and cable-ready television sets {including features such as "picture-in-picture", etc.}, the Licensee shall fully comply with any applicable federal equipment compatibility regulations.

Section 6.5---**CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or upon revocation of this License. When necessary Service interruptions can be anticipated, the Licensee shall notify Subscribers in advance.

Section 6.6---**FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

Upon written request of the Issuing Authority the Licensee shall provide one Subscriber Network Drop and the monthly Basic Service, without charge, to all public and private primary and secondary schools, police and fire stations, and public libraries, and other public buildings located along the cable route (within 200 feet). The Licensee, at no cost to the Town and/or the

affected public building or school, shall supply one Converter per public building and school when cable-ready television sets are not in use in said building(s) and schools. Upon request, the Licensee shall provide the Town, at Licensee's customary monthly rate, with cable and/or equipment in order that the Town can install its own additional Drops and/or Outlets. The Licensee shall provide said Drops, Basic Service and Converters within sixty (60) days of a written request by the Issuing Authority.

Section 6.7---**INTERNET SERVICES FOR SCHOOLS AND LIBRARIES**

(a) Upon written request of the Issuing Authority the Licensee shall provide one (1) connection to the Internet, which shall not be networked, and one (1) Cable Modem to each primary and secondary School building in the Town located along the cable route (within 200 feet) and the Williamstown Public Library, without charge(s) to the Town and/or the Williamstown School Department (the "School Department") and/or the Library.

(b) Upon request of the Issuing Authority, the Licensee shall provide additional connections to the Internet to such School and/or the Public Library. Such additional residential connections shall be provided to the School Department and/or the Public Library upon payment to the Licensee of its customary charge.

(c) All public schools and libraries receiving such service shall enter into Licensee's standard service agreement.

ARTICLE 7
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS AND CAPITAL FUNDING

Section 7.1---**PEG ACCESS CHANNELS**

(a) Licensee shall continue to make available three (3) full-time Downstream Channels and full-time Upstream capacity for PEG Access use, for the exclusive use of the Issuing Authority, its designee(s), the Town and/or PEG Access Users. Said PEG Access Channels shall continue to be located in the Licensee's Basic Service tier.

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

(c) Except as provided by applicable law, there shall be no charges to the Issuing Authority, its designees and/or the Town and/or Subscribers for use of said PEG Access Channels.

(d) The Licensee shall not move or otherwise relocate the channel locations of the three (3) PEG Access Channels, once established, without thirty (30) days advance, written notice to the Issuing Authority and the Access Corporation. In the event that the Licensee does relocate a PEG Access Channel, the Licensee shall reimburse the Access Corporation for its reasonable expenses incurred as a result of the relocation, not to exceed Two Thousand Dollars ($2,000). In addition, the Licensee shall, if needed, provide to the Access Corporation, at Licensee's cost, any additional equipment needed as a result of the channel relocation.

Section 7.2---**PEG ACCESS CAPITAL FUNDING**

(a) Within ninety (90) days of the execution date of this Renewal License, the Licensee shall make a one-time payment of Thirty Thousand Dollars ($30,000) to the Access Corporation for PEG Access equipment and facilities uses.

(b) In no case shall said PEG Access capital funding provided for in paragraph (a) above be included in, and/or be a part of, any Licensee's fee payment(s), required by Section 8.1 infra, or any other fees or payments required by applicable law. Said PEG Access capital funding shall be in addition to any such license fee or other payments.

(c) In the event that the funding payment required herein is not tendered on or before the dates fixed herein, interest due on such payment(s) shall accrue from the date due at the rate of three percent (3%) above the Prime Rate.

Section 7.3---**PEG ACCESS OPERATING FUNDING**

(a) The Licensee shall pay to the Access Corporation, throughout the term of this Renewal License, a PEG Access Operating Fee equal to four percent (4%) of Licensee's Gross Annual Revenues as defined herein. The Licensee shall not be liable for a total financial commitment in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) cap shall not include (i) the one-time PEG Access capital funding (Section 7.2); (ii) any interest due herein to the Issuing Authority and/or its designee(s) because of late payments; and/or (iii) any damages (Section 12.2).

(b) Said Franchise Fee payments shall be made to the Access Corporation on a quarterly basis no later than sixty (60) days following the close of the previous calendar quarter.

(c) After a period of five (5) years from the effective date of this Renewal License the Licensee and Issuing Authority will meet to determine if a change to the PEG Access Operating Fee is necessary. In no event shall Licensee be liable for total franchise fee payments in excess of five percent (5%) of gross annual revenues.

Section 7.4---**PEG ACCESS CHANNEL(S) MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Licensee is not responsible for the technical quality of PEG Access Programming. Upon written request, the Licensee shall make available a copy of its most recent annual performance tests.

Section 7.5---**PEG ACCESS PAYMENTS**

The payment required hereunder in Section 7.2(a) shall be made by the Licensee directly to the Access Corporation for the benefit of PEG Access.

Section 7.6---**PEG ACCESS CABLECASTING**

Origination sites, to enable the Issuing Authority and/or its designees to transmit live PEG Access programming, shall be installed and/or maintained by the Licensee, without charge to the Issuing Authority, at the sites listed in ***Exhibit 2*** attached hereto and made a part hereof.

Section 7.7---**NO EDITORIAL CONTROL**

In accordance with applicable law, the Licensee shall not engage in any editorial control and/or any other control of the content of the PEG Access Programming on the Cable System.

Section 7.8---**ORIGINATION POINTS**

Licensee shall continue to provide one origination point in each of the buildings listed on ***Exhibit 2*** which will provide the Town the ability to broadcast live programming on the PEG channels. All equipment required to effect such live broadcast shall be the responsibility of the Town.

Section 7.9—**UNDERWRITING**

Consistent with current underwriting standards for non-commercial stations, such as the member stations of the Public Broadcasting System, notice of support and underwriting shall be permitted on the Access Channels, including periodic acknowledgement of the Licensee's support of the same.

ARTICLE 8
LICENSE FEES

Section 8.1---**LICENSE FEE PAYMENTS**

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, The Licensee shall pay to the Issuing Authority, throughout the term of this Renewal License, a License Fee equal to fifty cents ($0.50) per Subscriber per year. The Licensee shall not be liable for a total financial commitment in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) cap shall not include (i) the one-time PEG Access capital funding (Section 7.2); (ii) the Williamstown Cable Technology Fund initial funding (Section 8.2(c)); (iii) any interest due herein to the Issuing Authority and/or its designee(s) because of late payments; and/or (iv) any damages (Section 12.2).

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

(c) The Licensee shall file with each such annual payment a statement, prepared by a financial representative of the Licensee, documenting, in detail, the total of all Gross Annual Revenues of the Licensee during the preceding twelve (12) month period. Along with such statement, the Licensee shall also complete and submit the Gross Annual Revenues Reporting Form, attached hereto as ***Exhibit 3***, or such other form as mutually agreed to by the parties in writing.

(d) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of three percent (3%) above the Prime Rate.

Section 8.2---**OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law, except for "franchise fees", as defined by federal law. The payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations 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 payments in accordance with applicable federal law

(b) The Licensee and the Issuing Authority hereby agree that the meaning of the term "franchise fee" does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

(c) The Licensee will provide initial funding of Ten Thousand Dollars ($10,000) to create the Williamstown Cable Technology Fund. This grant can be used by the Town for any cable related project. These funds will be made available within ninety (90) days of the execution of this license.

Section 8.3---**RECOMPUTATION**

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than six (6) months after the License Fees are tendered with respect to any such fiscal year. If, after audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at three percent (3%) above the Prime Rate during the period that such additional amount is owed.

Section 8.4---**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 Williamstown.

Section 8.5---**METHOD OF PAYMENT**

All payments by the Licensee to the Issuing Authority pursuant to this Article 8 shall be made payable to the Town.

ARTICLE 9
RATES AND CHARGES

Section 9.1---**RATE REGULATION**

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

Section 9.2---**NOTIFICATION OF RATES AND CHARGES**

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. The Licensee shall notify all Subscribers and the Issuing Authority of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered; provided, however, that this Section 9.2 shall not prohibit the Licensee from offering or discontinuing promotional discounts upon less than thirty (30) days notice.

(b) At the time of initial solicitation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days from receipt of notification of any rate increase to either downgrade Service or terminate Service altogether without any charge. Once a Subscriber has requested a change in Service at any time within said thirty (30) day period, the Licensee shall commence billing said Subscriber at the new rate from the date of the request for a change in Service, regardless of whether the Licensee actually changes the level of Service within that time period.

Section 9.3---**PUBLICATION AND NON-DISCRIMINATION**

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

Section 9.4---**CREDIT FOR SERVICE INTERRUPTION**

In the event that the Licensee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that said interruption is not caused by the Subscriber, the Licensee shall grant such Subscriber a pro rata credit or rebate, upon Subscriber request.

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

(a) Pursuant to applicable law (Cable Act Section 622.(a)(47U.S.C.)(542), the Licensee has the right to pass-through and/or itemize certain increased costs related to this Renewal License, in compliance with such laws. Included in such costs are the PEG Access Equipment Funding costs pursuant to Section 7.2 supra.

(b) In no case shall the Williamstown Cable Technology Fund payment be included in, and/or be a part of: (i) the one-time PEG Access capital funding required by Section 7.2; (ii) the License Fee payments required by Section 8.1; and/or any other fees or payments required by applicable law.

ARTICLE 10
INSURANCE AND BONDS

Section 10.1---**INSURANCE**

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

(1) A general comprehensive liability policy naming the Issuing Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars ($1,000,000.00) for injury or death to any one Person in any one occurrence.

(2) A property damage insurance policy naming the Issuing Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars ($1,000,000.00) for damage to the property of any one Person in any one occurrence.

(3) Automobile liability insurance for owned automobiles, and/or rented automobiles in the amount of:

(a) One Million Dollars ($1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars ($1,000,000.00) for bodily injury and consequent death to any one person; and

(c) Five Hundred Thousand Dollars ($500,000.00) for property damage per occurrence.

(4) Worker's Compensation and Employer's Liability in the minimum amount of:

(a) Statutory limit for Worker's Compensation; and

(b) One Hundred Thousand Dollars ($100,000.00) for Employer's Liability.

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

(a) Such insurance shall commence no later than thirty (30) days following the effective date of this Renewal License.

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

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in Massachusetts.

(d) Evidence of insurance shall be submitted to the Issuing Authority and/or its designee(s) prior to commencement of any construction under this Renewal License.

Section 10.2---**PERFORMANCE BOND**

(a) No later than ninety (90) days following the effective date of the License, Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of One hundred Thousand Dollars ($100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Renewal License.

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

(c) The performance bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from the surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 10.3---**REPORTING**

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

Section 10.4---**INDEMNIFICATION**

The Licensee shall indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, committees, commissions, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, and shall also include the reasonable value of any services rendered by the Town Attorney.

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

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

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

> It is hereby understood and agreed that this insurance policy/performance bond shall not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 11
ADMINISTRATION AND REGULATION

Section 11.1---**REGULATORY AUTHORITY**

The Issuing Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System. The Issuing Authority shall enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 12.1 infra.

Section 11.2---**NONDISCRIMINATION**

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

Section 11.3---**EMERGENCY REMOVAL OF PLANT**

If, in case of fire or disaster in the Town at any time, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee provided the Town contacts the Licensee prior to its actions.

Section 11.4---**REMOVAL AND RELOCATION**

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

Section 11.5---**INSPECTION**

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

Section 11.6---**JURISDICTION**

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

ARTICLE 12
DETERMINATION OF BREACH
LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 12.1---**DETERMINATION OF BREACH**

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

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

(c) 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.

(d) In the event that (i) the Licensee fails to respond to such notice of default; or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Renewal License.

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

(i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below; or

(ii) seek specific performance of any provision of the Renewal License which reasonably lends itself to such remedy as an alternative to damages; or

(iii) commence an action at law for monetary damages; or

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein; or

(v) declare the Renewal License to be revoked subject to Section 12.3 below and applicable law; or

(vi) invoke any other remedy available to the Town.

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

Section 12.2---**LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 12.1(a) above, of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 12.1(c) above.

(1) For failure to request the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Article 3 herein, One Thousand Dollars ($1,000.00) per day, for each day that such non-compliance continues.

(2) For failure to comply with the PEG Access provisions in accordance with the provisions of Article 7 herein, One Hundred and Fifty Dollars ($150.00) for each day that any such non-compliance continues.

(3) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.3, One Hundred Fifty Dollars ($150.00) for each day that any such non-compliance continues.

(4) For failure to submit reports, pursuant to Article 14 herein, Fifty Dollars ($50.00) per day that said reports are not submitted as required.

(5) For failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the

Licensee, at least thirty (30) days prior to the effective date of any such schedule change or other change thereto, pursuant to Section 9.2 herein, Fifty Dollars ($50.00) per day that such non-compliance continues.

(6) For failure to upgrade the system in accordance with Section 4.1 of this Renewal License, one hundred and One Hundred and Fifty dollars ($150.00) per day that such non-compliance continues.

(b) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including penalties or revocation, or any other statutorily or judicially imposed penalties or remedies.

Section 12.3---**REVOCATION OF THE RENEWAL LICENSE**

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

Section 12.4---**TERMINATION**

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

Section 12.5--**NON-EXCLUSIVITY OF REMEDY**

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

Section 12.6---**NO WAIVER-CUMULATIVE REMEDIES**

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

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

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

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

ARTICLE 13
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1---**TELEPHONE ACCESS**

(a) The Licensee shall comply with the FCC's Customer Service Obligations, at 47 C.F.R. 76.309(c)(1)(A)-(D), as may be amended from time to time, and attached hereto as ***Exhibit 4***. Under Normal Operating Conditions, as defined, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

(b) The Licensee shall maintain a business office no further away from the Town than the current office. The business-customer service office shall have a publicly listed local or toll-free telephone number. The office will be open during Normal Business Hours and any additional hours as Licensee deems necessary to accommodate the Subscribers of the Town.

Section 13.2---**NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE**

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

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

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

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

Section 13.3---**CONSUMER SALES STANDARDS**

The Licensee shall, in soliciting prospective customers for Cable Service(s), provide full and complete information concerning its available Cable Services and shall provide the following:

(a) A description of each level of Service in detail;

(b) A description of each level of Service, including the number of channels, Programming and exact price;

(c) A description of all premium services and prices thereof;

(d) A description of the lowest cost Service in an objective manner;

(e) A description of billing policies and procedures; and

(f) A summary for the prospective customer what the total bill could be expected to be for requested Service.

Section 13.4---**BILLING PRACTICES INFORMATION AND PROCEDURES**

(a) Billing procedures shall be as follows:

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

{ii} The Licensee shall provide all Subscribers with itemized bills that contain the information required by federal law and/or regulation.

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

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

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

Section 13.5---**DISCONNECTION AND TERMINATION OF CABLE SERVICES**

In no event shall the Licensee disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Licensee has given said Subscriber written notice of such past due amount in a clear and conspicuous manner and (3) said Subscriber has been given a second notice of delinquency. In no event shall such disconnection or termination for nonpayment occur in less than forty (40) days after a bill is due.

Section 13.6---**RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS**

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

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

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

Section 13.7---**COMPLAINT RESOLUTION PROCEDURES**

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

(b) Upon request, the Licensee shall provide written information to the Issuing Authority regarding Subscriber Complaints in Williamstown.

Section 13.8---**CHANGE OF SERVICE**

Upon notification by a Subscriber to disconnect or downgrade Service, the Licensee shall cease and/or adjust said Subscriber's monthly Service charges immediately or as of the Subscriber's specified disconnect or downgrade date. In no case shall said Subscriber be charged for Service(s) requested to be changed after the Licensee is notified of said change(s). In the event that Subscribers request disconnection or downgrade of Service(s), the Licensee's charges, if any, shall comply with applicable federal law or regulation.

Section 13.9---**LOSS OF SERVICE-SIGNAL QUALITY**

The Licensee shall comply with all applicable FCC statutes, regulations, and standards relating to quality of the Signals transmitted over the Cable Television System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 13.10---**EMPLOYEE AND AGENT IDENTIFICATION CARDS**

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

Section 13.11---**PROTECTION OF SUBSCRIBER PRIVACY**

The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and, pursuant to applicable federal law, shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

Section 13.12---**PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Licensee shall provide all Subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

Section 13.13---**MONITORING**

Except as otherwise permitted by applicable law, neither the Licensee or its agents nor the Town or its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, or billing for Pay Services.

Section 13.14---**SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) Upon request, the Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber may challenge the accuracy, completeness, retention, use, or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's General Manager.

ARTICLE 14
REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1---GENERAL

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

(b) Licensee reserves the right to withhold any documents it deems proprietary.

Section 14.2---CABLE SYSTEM INFORMATION

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

Section 14.3---IN-HOUSE TELEPHONE REPORTS

Upon written request, on no more than a semi-annual basis, the Licensee shall make available to the Issuing Authority copies of all in-house telephone reports that track the activity and effectiveness of the Licensee's telephone system, if available.

Section 14.4---SUBSCRIBER COMPLAINT LOG

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

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

(i) Date, time and nature of the Complaint;

(ii) Investigation of the Complaint; and

(iii) Manner and time of resolution of the Complaint.

(iv) If the Complaint regards equipment malfunction or the quality of reception, the Licensee shall file a report indicating the corrective steps it has taken, with the nature of the problem stated.

(v) The Licensee shall make available to the Issuing Authority records of such Complaints, as allowed by applicable law.

Section 14.5---**INDIVIDUAL COMPLAINT REPORTS**

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

Section 14.6---**OUTAGE LOG**

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

Section 14.7---**ANNUAL PERFORMANCE TESTS**

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

Section 14.8---**QUALITY OF SERVICE**

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

(1) the nature of the complaint or problem which precipitated the special tests;

(2) the System component tested;

(3) the equipment used and procedures employed in testing;

(4) the method, if any, in which such complaint or problem was resolved; and

(5) any other information pertinent to said tests and analysis which may be required.

(c) At the end of said thirty day (30) period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority. Such tests shall be supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority; provided, however, that the Licensee shall receive fourteen (14) days notice and a reasonable opportunity to cure. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of Service is below the FCC's Technical Standards.

Section 14.9---**INVESTIGATION**

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

ARTICLE 15
MISCELLANEOUS PROVISIONS

Section 15.1---**ENTIRE AGREEMENT**

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

Section 15.2---**CAPTIONS**

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

Section 15.3---**SEPARABILITY**

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the

validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 15.4---**RENEWAL LICENSE EXHIBITS**

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

Section 15.5---**WARRANTIES**

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

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the execution date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License; and

(c) To the best of the Licensee's knowledge, there is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

Section 15.6---**FORCE MAJEURE**

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

Section 15.7---**REMOVAL OF ANTENNAS**

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

Section 15.8---**SUBSCRIBER TELEVISION SETS**

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.9---**APPLICABILITY OF RENEWAL LICENSE**

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

Section 15.10---**NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) or overnight delivery service to the Board of Selectmen, Town of Williamstown, 31 North Street, Williamstown, MA 01267, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the General Manager, Adelphia Cable Communications, 225 Hodges Crossroads, North Adams, MA 01247 and Adelphia Cable Communications, Attention: Legal Department, 200 Minuteman Rd., Suite 102, Andover, MA 01810, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction, or order, and shall be deemed to have been given at the time of receipt of such notice(s).

(b) All required notices shall be in writing.

Section 15.11---**TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License.

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 this Renewal License and shall continue for the term of the Renewal License except as expressly provided for herein.

EXHIBITS

EXHIBIT 1

SIGNAL CARRIAGE

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

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

EXHIBIT 2

ORIGINATION SITES

Willinet Studio 1994
Baxter Hall Williams College 1994 (or its successor)
Chapin Hall Williams College 1994
Brooks Rodgers Music Center 1994
Adams Memorial Theater 1994
Williamstown Elementary School 1994
Mount Graylock High School 1994
Harper Senior Center 1986
Williamstown Town Hall 1985
Clark Art Institute 2000
Williamstown Library 2000
Chandler Gymnasium 1998

EXHIBIT 3

GROSS ANNUAL REVENUES REPORTING FORM
TOWN OF WILLIAMSTOWN, MASSACHUSETTS

Cable Company: **Mountain Cable Company, d/b/a Adelphia Cable Communications**

Municipality: **Williamstown, Massachusetts**

Revenue Period: _____

Year: _____

Description	**Revenues**
Basic Service	0.00
Cable Value/Sit	0.00
SA Digital Programming	0.00
Non Standard (Bulk)	0.00
Adelphianet (Powerlink)	0.00
Premium Channels	
Cinemax	0.00
HBO	0.00
Music S&S	0.00
Playboy	0.00
SA Digital	0.00
Showtime	0.00
Starz	0.00
TMC	0.00
Golf Channel	0.00
Pay Per View	0.00
Installs	0.00
Converters	0.00
Remotes	0.00
Late Charges	0.00
Hospital	0.00
Miscellaneous	0.00
Adverting	0.00
Home Shopping / QVC	0.00
Gross Annual Revenues	$_____
License Fee Percentage	4%
License Fee Due/Enclosed	$_____

EXHIBIT 4

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 Issuing 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.

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

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

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

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

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

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

operating conditions, measured on a quarterly basis.

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

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

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

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

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

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

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

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

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

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

(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.

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Williamstown, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Mountain Cable Company L.P. d/b/a Adelphia Cable Communications at Williamstown, Massachusetts.

TOWN OF WILLIAMSTOWN, MASSACHUSETTS

Chairman

By: The Williamstown Board of Selectmen

Date: August 9, 2004

MOUNTAIN CABLE COMPANY L.P.
d/b/a Adelphia Cable Communications

By: Robert G. Wahl

Title: Senior Vice President, Operations
Northeast Region

Date: August 20, 2004