

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE CITY OF GLOUCESTER,
MASSACHUSETTS

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GLOUCESTER RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the City of Gloucester, Massachusetts (hereinafter the "City"), said license having commenced on August 5, 1996;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated November 18, 2003 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

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

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

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

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

**ARTICLE 1
DEFINITIONS**

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals.

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

(c) Cable Division – shall mean the Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

(d) Cable Service – means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Licensee in the City of Gloucester, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to

multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Drop – means the coaxial cable that connects a home or building to the Subscriber Network or Institutional Network/Video Return Line.

(g) Educational Access Channel – means the video channel(s) designated for non-commercial use by educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.

(h) Effective Date – shall mean March 15, 2007.

(i) FCC – means the Federal Communications Commission or any successor governmental entity.

(j) Franchise Fee – means the payments to be made by the Licensee to the Issuing Authority, the City of Gloucester and or any other governmental subdivision, such as an access corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Governmental Access Channel – means a channel designated for noncommercial use by the Issuing Authority for the purpose of showing public local government programming.

(l) Gross Annual Revenues – means the revenue received by the Licensee from the operation of the Cable System in the City of Gloucester to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, pro-rated advertising sales, home shopping revenue, installation fees, and equipment rental fees. Gross Annual Revenue shall not include

refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority and collected by the Licensee on behalf of such entity.

(m) Issuing Authority – means the Mayor of the City of Gloucester, Massachusetts, or the lawful designee thereof.

(n) Licensee – means Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC. or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(o) License Fee – means the payments to be made by the Licensee to the Issuing Authority, the City of Gloucester and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(p) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(q) Public, Educational and Government (PEG) Access Programming – means programming produced by any Gloucester residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(r) Person – means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority..

(s) Public Access Channel – means a video channel designed for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

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

(u) Public, Educational and Governmental Access Channel – means a video channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

(v) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the City of Gloucester, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the City of Gloucester for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(w) Regional Access Corporation - means the not-for-profit organization created jointly by the City of Gloucester and the Towns of Essex, Manchester and Rockport for the purpose of providing Public, Educational and Governmental Access Television in said communities.

(x) Renewal License or License - means this Agreement and any amendments or modifications in accordance with the terms herein.

(y) Standard Installation – means the standard two hundred foot (200’) Drop connection to the existing distribution system.

(z) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with the Licensee’s express permission.

(aa) Subscriber Network – means the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ab) City – means the City of Gloucester, Massachusetts.

(ac) Video Programming or Programming – means the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2
GRANT OF RENEWAL LICENSE**

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC., authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the City of Gloucester. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

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

(c) 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 within the Public Way.

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

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on March 15, 2007, following the expiration of the current license, and shall terminate at midnight on March 14, 2017.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25]

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable

Television System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL [SEE M.G.L.c. 166A §13]

(a) In accordance with the provisions of federal law, M.G.L.c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

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

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) The Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses to other Cable Service providers within the City for the

right to use and occupy the Public Ways or streets within the Issuing Authorities jurisdiction; provided, however, that no such license agreement shall contain terms or conditions financially more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to: franchise fees; payment schedules; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive license is granted by the Issuing Authority which, in the reasonable opinion of the Licensee, contains more financially favorable or less burdensome terms or conditions than this Renewal License, the Issuing Authority agrees that it shall comply with subparagraphs (e) and (f) of this section and amend this Renewal License to include any more favorable or less burdensome terms or conditions.

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

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on equivalent terms and conditions as those contained in this Renewal License.

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

(e) In the event that the Licensee believes that any additional license(s) has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public

hearing, the Issuing Authority shall afford the Licensee an opportunity to produce evidence that any such additional license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(f) Should the Licensee produce evidence that any such additional license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License.

(g) In the event that the Licensee produces evidence that an existing or future Cable Service provider in the City has been provided relief by the Issuing Authority from any obligation of its license, then the Licensee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. License shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to produce evidence that any existing or future service providers in the City have been provided relief by the Issuing Authority from any obligation of its cable television license. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

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

(a) The Licensee shall make Cable Service available to every residential dwelling unit within the City where the minimum density is at least twenty (20) dwelling units per aerial mile and forty (40) dwelling units per underground mile providing however, that such dwelling units are within one (1) mile of the existing Cable System and the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act . Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within two hundred feet (200') of the Licensee's distribution cable. For non-Standard Installations the Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the City which are currently served by Licensee from a contiguous cable television system or currently un-served but could be served by abutting municipality(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting municipality.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within two hundred feet (200 ft.) aerial or one hundred twenty-five feet (125 ft.) underground of the distribution cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than two hundred (200) feet for aerial construction or one hundred twenty-five (125) feet for underground construction or which involve a hard surface or which require boring shall be provided at a rate established by the Licensee in accordance with applicable federal

and state laws. For installations more than one hundred twenty-five feet (125 ft.), not involving a hard surface, the first one hundred twenty-five (125 ft.) shall be at the Standard Installation rate.

(c) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the planning board and developers give timely written notice of trenching and underground construction to the Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in City are underground, the Licensee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality, and (2) the Licensee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies in City. Such reimbursement shall be through payment from the City. In any area of City where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Licensee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this section (Section 3.1(d)) shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS [SEE M.G.L.c. 166A §5(e)]

(a) The Licensee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the City, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the City, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

(b) Licensee shall provide one (1) Drop, Outlet and Basic Cable Service at no charge to all new Public Buildings and other City owned Public Buildings, along the distribution cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of the Licensee to determine the appropriate location for each Outlet prior to requesting that the Licensee install the free service.

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

SECTION 3.4 – INSTITUTIONAL NETWORK

(a) Licensee shall agree to maintain the current Institutional Network (hereafter “I-Net”) sites listed in **Exhibit B** to FCC Standards until one (1) year after the Effective Date after which time the Licensee shall have no further responsibility to operate or maintain an I-Net within the City. Licensee shall maintain ownership of all plant, electronics and other components of the current I-Net.

(b) In order that the City and/or the Access Provider can cablecast its Programming over the PEG Access downstream channels, all PEG Programming shall be modulated, then transmitted from the I-Net hub site to the Cable System hub site or headend, on one of the upstream channels made available, without charge, to the City and the Regional Access Corporation for their use, such that audio/video signals may be exchanged among all four municipalities (Essex, Gloucester, Manchester and Rockport) to Licensee's customers.

(c) The Licensee shall own, maintain, repair and/or replace any headend signal processing equipment. The City and/or the Access Provider shall own, maintain, repair and/or replace studio, hub site or portable modulators and demodulators. No later than June 15, 2007, the Licensee shall deed to the City or the Access Provider the existing video modulators owned by the Licensee and located at the hub site and in the Public and Educational Access studios, for One Dollar (\$1.00). The demarcation point between the Licensee's Signal processing equipment and the City's and/or the Access Provider's modulation equipment shall be at the output of the City's and/or the Regional Access Corporation's modulator(s) at any of the **Exhibit B** locations.

(d) PEG Access Programming shall be switched to the appropriate Downstream Channel(s).

(e) The Licensee shall provide and maintain all necessary headend processing equipment in order to switch Upstream Signals from the City and/or the Regional Access Corporation to the designated downstream PEG Access Channel. Nothing herein shall require the Licensee to provide end-user equipment.

SECTION 3.5 - RIGHT TO INSPECTION OF CONSTRUCTION

Upon written request to the Licensee, the City 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 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 be at the sole cost of the City and shall not interfere with the Licensee's operations and shall be conducted during

Licensee's regular business hours. Licensee shall have the right to be present at any such inspection.

**ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS**

SECTION 4.1 - SYSTEM MAINTENANCE [SEE M.G.L.c. 166A §5]

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

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

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

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

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

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

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

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the City should submit a written estimate to the Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - TREE TRIMMING [SEE M.G.L.c. 166A §5(a)]

The Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with M.G.L. Chapter 87 and any City ordinances and regulations.

SECTION 4.4 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the City, which will show those areas in which its facilities exist, the location of all streets and the location of all residences.

The strand maps will be retained at Licensee's primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request. Upon written request, the Licensee shall provide strand maps in electronic format as determined by the Licensee.

SECTION 4.5 - BUILDING MOVES [SEE M.G.L.c. 166 §39]

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

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

SECTION 4.6 - DIG SAFE [SEE M.G.L.c. 82 §40]

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

SECTION 4.7 - DISCONNECTION AND RELOCATION [SEE M.G.L.c. 166 §39]

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

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

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

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

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

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the City.

SECTION 4.9 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of the Licensee, any Cable Service, program or signal transmitted over the Cable System by the Licensee.

SECTION 4.10-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. .

SECTION 4.11-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 4.12-PEDESTALS

In any cases in which pedestals are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be low-profile, wherever practical, at City approved locations to be determined when the Licensee applies for a permit, which shall not be unreasonably denied. All such equipment shall be shown on the Cable System maps made available to the City in accordance with Section 4.4 (*STRAND MAPS*) above.

SECTION 4.13-SAFETY STANDARDS

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

**ARTICLE 5
PROGRAMMING**

SECTION 5.1 - BASIC CABLE SERVICE

The Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, the Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit C**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Licensee.

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

SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS

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

SECTION 5.4 - STEREO TV TRANSMISSIONS

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

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

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

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

Use of channel capacity for public, educational and governmental (“PEG”) access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall insure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(a) Licensee shall designate capacity on three channel(s) for a Public, Educational, and Governmental (PEG) Access Channel to be used for public video programming provided by the Issuing Authority or its designee, educational access video programming provided by the Issuing Authority or designated educational institution, and governmental video programming provided by the Issuing Authority. A Public, Educational and Governmental Access Channel may not be used to cablecast programs for profit, political or commercial fundraising in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (d) below.

(b) In the event the Issuing Authority or other PEG access user elects not to fully program its Channel(s), Licensee may reclaim any unused time on those channels.

(c) Except for the provisions in Section 3.4 supra, Licensee shall have no responsibility for the transmission of PEG signals by way of the decommissioned INET or any other means. The transmission of PEG programming shall be the sole responsibility of the City and/or Regional Access Corporation.

SECTION 6.2 – PEG ACCESS PROVIDER

On or before June 15, 2007, the Issuing Authority shall designate an access provider, and the access provider shall provide services to PEG access users and the City as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG access users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access users;
- (8) Assist users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 – PEG ACCESS SUPPORT

(a) On or before June 15, 2007, the Issuing Authority shall establish and designate an access provider to operate PEG access. The access provider may be in the form of a regional non-profit public access corporation - Regional Access Corporation. At such time, the Licensee shall no longer be responsible for PEG access within the City.

(b) Licensee shall provide, on behalf of the City, an annual payment to the Regional Access Corporation, for PEG access purposes, equal to two percent (2%) of its Gross Annual Revenues in the City of Gloucester, less applicable License Fees and assessments. Said annual payments shall be used for, among other things, salary, operating and other related expenses connected to PEG Access Programming and operations. Said annual two percent (2%) PEG Access payment shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on May 15th for the period of March 15, 2007 through March 31, 2007. Quarterly thereafter, Licensee shall provide payments each February 15th, May 15th, August 15th, and November 15th based on revenues from the previous calendar quarter. For the period March 15, 2007 through June 15, 2007, the costs for operating the access studio shall be the responsibility of the Licensee. Licensee's operating costs during the period December 15, 2006 through June 15, 2007, shall be deducted in equal amounts from four quarterly payments starting on August 15, 2007.

SECTION 6.4 – CITY TECHNOLOGY FUND

Licensee shall provide an annual payment to the City, for cable related needs, equal to one and one quarter percent (1.25%) of its Gross Annual Revenues in the City of Gloucester, less applicable License Fees and assessments. Said annual one and one quarter percent (1.25%) Technology Fund payment shall be made to the Issuing Authority, or its designee, on a quarterly basis, and shall be used for cable and technology related purposes. The first payment shall be made on May 15th for the period of March 15, 2007 through March 31, 2007. Quarterly

thereafter, Licensee shall provide payments each February 15th, May 15th, August 15th, and November 15th based on revenues from the previous calendar quarter.

SECTION 6.5 – PEG ACCESS CAPITAL SUPPORT

Licensee shall provide, on behalf of the City, a total capital payment of one hundred and fifty eight thousand two hundred and seventy nine Dollars (\$158,279) to the Regional Access Corporation, as the City of Gloucester's portion of the capital funding to be used for the purchase of PEG access equipment and or facilities. All equipment purchased with these funds will be owned, operated and maintained by the Regional Access Corporation. Said payments, shall be paid by Licensee as follows:

- (i) within thirty (30) days of the Effective Date of this Renewal License, one hundred and fifty eight thousand two hundred and seventy nine Dollars (\$158,279);

SECTION 6.6 – REPORT OF DISBURSEMENTS

(a) Annually, on or before February 15th, the Issuing Authority, or its designee, shall submit to the Licensee a written report showing actual disbursements made of the funds provided by the Licensee on behalf of the Regional Access Corporation or access provider, pursuant to Article 6 herein.

(b) Said report shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG access facilities.

(c) If upon review of the report, the Licensee finds that any use of the funds by the access provider have been inappropriately related to PEG access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree that funds have not been used appropriately, the

Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG access support and or PEG access capital payments, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of the funds.

(e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing Authority disagrees with the Licensee, regarding the inappropriate use of funds, the matter may be referred to the Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

SECTION 6.7 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access Channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's business. In addition, any Video Programming produced and/or cablecast under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of the Licensee.

SECTION 6.8 – PEG EQUIPMENT

No later than June 15, 2007, Licensee shall deed to the Regional Access Corporation all equipment listed in Exhibit D in as is condition for the price of one dollar (\$1).

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time, currently located at 207 CMR s. 10.00 et. seq.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES [SEE M.G.L.c. 166A §10]

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Licensee, Cable Division or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Cable Division shall be notified by the Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 7.3 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES [SEE M.G.L.c. 166 §5(h)]

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

SECTION 7.4 - SERVICE INTERRUPTIONS [SEE M.G.L.c. 166A §5(1)]

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

SECTION 7.5 - SUBSCRIBER TELEVISION SETS [SEE M.G.L.c. 166A §5(d)]

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

SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY

The Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 7.7 – MONITORING [SEE 47 USC 551]

Neither the Licensee nor its designee nor the Issuing Authority nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that the Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Television

System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

SECTION 7.8 – POLLING [SEE 47 USC 551]

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

SECTION 7.9 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this License, the Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by the Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information, except as may otherwise be prohibited by law. The Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Licensee to be competitively sensitive. In the event that the Issuing Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information the

Licensee has designated as confidential, trade secret or proprietary, the Issuing Authority shall notify Licensee of such request and cooperate with Licensee in responding to such request, within the limits of applicable law.

SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS

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

SECTION 7.11 – PAYMENT AND EQUIPMENT CENTER

Licensee shall use reasonable efforts to contract for a 3rd party payment and equipment center located at a convenient location in Gloucester. Licensee shall have up to June 15, 2007 to remove its current payment and equipment center from the Regional Access Corporation facility.

SECTION 7.12 - RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS

(a) The Licensee shall respond to all requests for Service that are received in accordance with 47 C.F.R. §76.309.

**ARTICLE 8
PRICES AND CHARGES**

SECTION 8.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of PEG access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

SECTION 8.2 - BILLING PRACTICES INFORMATION AND PROCEDURES

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

**ARTICLE 9
REGULATORY OVERSIGHT**

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

The Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give the Licensee timely written notice so as not to prejudice its obligation to indemnify and defend the Issuing Authority after receipt of a claim or action pursuant to this section (Section 9.1). If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

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

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, the Licensee and listing the City as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy

will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

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

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

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of policies.

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

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(f) a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000) running to the City with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

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

(4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f).

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent. The Issuing Authority shall not unreasonably withhold its consent.

SECTION 9.4 - FRANCHISE AND LICENSE FEES [SEE M.G.L.c. 166A §9]

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include (i) the PEG access Annual Support (Section 6.3); (ii) the Technology Fund (Section 6.4) and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) PEG access Capital Support (Section 6.3); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by the Licensee to the City pursuant to this Section shall be made payable to the City and deposited with the City Treasurer unless otherwise agreed to in writing by the parties.

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

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

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

(c) Licensee shall file reports as required by law including DTE Forms 200, 400, 500 and FCC Proof of Performance and Signal Quality. The City may request in writing copies of said reports subject to Section 7.9 of this license.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

(b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in M.G.L.c. 166A, § 5(j);

(d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein;

(f) For repeated failure to comply with the material terms and conditions herein requires by this M.G.L.c. 166A, § 5; and

(g) For failure to complete construction in accordance with the provisions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

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

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The

Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against the Licensee by the Issuing Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT [SEE M.G.L.c. 166A §7]

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify the Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has

not taken action on the Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM [SEE M.G.L.c. 166A §5(f)]

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

SECTION 9.11 - INCORPORATION BY REFERENCE

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

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

SECTION 9.12 - RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Section 6. All amounts paid shall be subject to audit and recomputation by the City, which shall be based on the Licensee's fiscal year and shall occur in no event later than one year after the License Fees and/or PEG access Operating Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days after a written request from the Issuing Authority to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit up to one thousand dollars (\$1,000). The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

SECTION 9.13- 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.

SECTION 9.14 - 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 City. In such event, the Licensee shall reimburse the Issuing Authority the reasonable cost and expense of such removal within thirty (30) days of submission of a bill thereof.

SECTION 9.15 - 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 City during Normal Business Hours. The Licensee may be present, and shall fully cooperate with the Issuing Authority, during such inspection(s).

SECTION 9.16 - PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing during each year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on Cable System construction, PEG access channels, facilities and support, customer service and complaint response, and broad categories of programming;

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

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to Licensee's Compliance with the Renewal License, and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's office.

(d) If inadequacies are found by the Issuing Authority which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary.

**ARTICLE 10
MISCELLANEOUS**

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared illegal, invalid, or unconstitutional in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within the Licensee's control.

SECTION 10.3 - NOTICES

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

City of Gloucester
Attn: Mayor John Bell
9 Dale Avenue
Gloucester, MA 01930

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

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

with copies to:

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

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

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

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

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

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

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

(c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

SECTION 10.8 - 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.

SECTION 10.9 - 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 City in and to the streets and Public Ways or any other rights of the City 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 10.10 - NO RECOURSE AGAINST THE ISSUING AUTHORITY

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

SECTION 10.11 - GENERAL

Upon the written request of the Issuing Authority, the Licensee shall submit to the City any information which may be reasonably required to establish compliance with one or more of its obligations pursuant to the Renewal License subject to Section 7.9.

SECTION 10.12 - ANNUAL PERFORMANCE TESTS

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

SECTION 10.13 - 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), on the Subscriber Network, 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 provide the results in a written report, if requested, within forty five (45) days after written 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; and
- (4) the method, if any, in which such complaint/problem was resolved.
- (5) any other information pertinent to said tests and analysis which may be required.

(c) At the conclusion of said forty five (45) day 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, supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of service is below the standards set forth in Section 3.5 supra and **Exhibit 2**, attached hereto.

SECTION 10.14 - 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 mutually executed by the parties.

SECTION 10.15 - RENEWAL LICENSE EXHIBITS

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

SECTION 10.16 - APPLICABILITY OF RENEWAL LICENSE

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

SECTION 10.17 - RESERVATION OF RIGHTS

Acceptance of the terms and conditions of this Renewal License will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by either the Issuing Authority or Licensee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. Both parties hereby acknowledge that each party reserves all of its rights under applicable Federal and State Constitution laws and regulations.

ARTICLE 11

LIQUIDATED DAMAGES-LICENSE REVOCATION

SECTION 11.1 - LIQUIDATED DAMAGES

For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 9.8 (*Notice and Opportunity to Cure*) above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 9.8 (*Notice and Opportunity to Cure*) above, of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 9.8 (*Notice and Opportunity to Cure*) above.

- (1) For failure to request the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Article 3 (*Transfer and Assignment of Renewal License*) herein, One Hundred and Fifty Dollars (\$150.00) per day, for each day that such non-compliance continues.
- (2) For failure to comply with the FCC's Customer Service Obligations, and the Massachusetts Department of Telecommunications and Energy ("DTE"), Cable Division, Billing Practices Regulation 207 CMR §10.01 et seq., as each may from time to time be amended. Fifty Dollars (\$50.00) for each day that any such non-compliance continues.
- (3) For failure to operate and maintain the Cable Television System, in accordance with Section 4.1 (*Subscriber Network*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues.
- (4) For failure to comply with the PEG access commitments contained in Article 6 (*Access Commitments and Policies*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues longer than 30 days.

- (5) For failure to maintain the bonds and insurance required by Article 10 (*Insurance and Bonds*) herein, One Hundred Dollars (\$100.00) per day, for each day of non-compliance.

SECTION 11.2 - REVOCATION OF THE RENEWAL LICENSE

In the event that there is substantial evidence that the Licensee has repeatedly failed 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 9.8 (*Notice and Opportunity to Cure*) above and applicable law.

SECTION 11.3 - 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 9.8 (*Notice and Opportunity to Cure*) and Section 11.1 (*Liquidation of Damages*) above.

SECTION 11.4 - NON-EXCLUSIVITY OF REMEDY

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

SECTION 11.5 - NO WAIVER-CUMULATIVE REMEDIES

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

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

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

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

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

SIGNATURE PAGE.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF
_____ 20__.

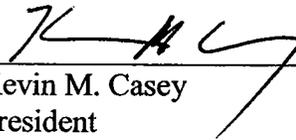
CITY OF GLOUCESTER

By:



Mayor John Bell

Comcast of
Connecticut/Georgia/Massachusetts/New
Hampshire/New York/North
Carolina/Virginia/Vermont, LLC.,
By:



Kevin M. Casey
President
Northern Division

EXHIBIT A

Public School Buildings:

Gloucester High School	32 Leslie O. Johnson Rd
Fuller School	4 School House Rd
O'Maley School	32 Cherry St
Beeman School	138 Cherry St
West Parish School	10 Concord St
East Gloucester School	8 Davis Street Ext
Veterans Memorial School	10 Webster St
Plum Cove School	15 Hickory St
Gloucester Alternative Programs	15 Hough Ave

Municipal and Community Buildings:

YMCA	71 Middle Street
Community Youth Center	
Senior Center	6 Manuel F. Lewis Street
McPherson Park Community Room	31 Prospect Street
Seacoast Nursing Home Community Room	292 Washington Street
Greycliff Community Room	272 Washington Street
Sawyer Free Library	2 Dale Avenue
Gloucester City Hall	9 Dale Ave
Gloucester Housing Authority	259 Washington Street
Gloucester Department of Public Works	28 Poplar St
Health and Education Services	298 Washington St.
Veterans Services	12 Emerson Ave
Gloucester Police Department	197 Main St

Central Gloucester Fire Department	8 School St
West Gloucester Fire Department	33 Concord
Magnolia Fire Department	30 Fuller St
Bayview Fire Department	831 Washington St
Stage Fort Park	Hough Avenue
CATA Building	3 Pond Rd
Visitor's Building	24 Hough Avenue

EXHIBIT B

INSTITUTIONAL NETWORK ORIGINATION LOCATIONS

Locations to be serviced for one (1) year from Effective Date.

Blackburn Access Corporation Studio

Public School Buildings:

East Gloucester School	8 Davis Street Ext
Fuller School	4 School House Rd
Veterans School	10 Webster St
O'Maley School	32 Cherry St
Beeman School	138 Cherry St
West Parish School	10 Concord St
School Admin Building	6 School House Rd
High School	32 Leslie O. Johnson Rd

Municipal Buildings:

Gloucester City Hall	9 Dale Ave
Library	2 Dale Avenue
Central Fire Station	8 School St
Police Station	197 Main St
DPW	28 Poplar St
Addison-Gilbert Hospital	Washington St
CATA Building	3 Pond Rd

EXHIBIT C

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT D

PEG EQUIPMENT

The following equipment shall be deeded to the Regional Access Corporation on the Effective Date:-

Qty.	Description	Manufacturer	Model
3	Dolly	Bogen	
1	Studio camera	Panasonic	AW-E300
1	Studio camera	Panasonic	AW-E300
1	Studio camera	Panasonic	AW-E300
3	Tripods	Bogen	3194/3067
5	Flourescent quad lights	Balcar	
1	Light with patterns	Gobo	
1	Field Monitor	Sony	PVM-8041Q
1	Field Monitor	Sony	CVM-1250
9	Lavalier microphones	Audio Technica	
1	Audio Snake	Whirlwind	Medusa E108998
3	Camera Lenses	Fujinon TV-2	AW-L214ST55
1	Studio Switcher	Panasonic	MX70
1	Character Generator	Compix	LCG4000R
1	DVCPPro VTR	Panasonic	AJ-D640
1	DVCPPro VTR	Panasonic	AJ-D650
1	Edit Controller	Panasonic	AG A-850
1	Video Switcher	Pyxis	5.5
1	Audio Mixer	JVC	M1-200
1	Audio Mixer	Spirit Folio 4	RW5019
1	Hi8 VTR	Sony	EVO9800
1	DVD Recorder/Player	Panasonic	DMR-E100HS
1	CCU	Panasonic	AW-S301
1	CCU	Panasonic	AW-S301
1	CCU	Panasonic	AW-S301
1	2-channel Intercom System	Clear-Com	
3	Headsets	Clear-Com	
1	Headset	Clear-Com	
1	CD PLAYER		SL-PG354
1	Tape Player		14-G47A
1	WAVEFORM MONITOR		V-099
1	Vestrascope		V-089
1	Monitor	JVC	TM-A13SU
1	Monitor	Panasonic	BT-S901Y
1	Monitor	Panasonic	CT-1386YD
1	Monitor	Sony	PVM-1340

*Renewal Cable Television License for the City of Gloucester, MA
Term: March 15, 2007 – March 14, 2017 (10 yrs)*

1	Monitor	Panasonic	TR-930	
1	3-Monitor Bank	Panasonic	WV-5200BU	
1	Monitor	Panasonic	WV-5203B	
1	CG for Community Bulletin Board	Magicbox	Alphagen	
1	Modem for Alphagen			
1	Laptop for Alphagen Remote Control	IBM	Thinkpad	
1	Cablecast switcher	Leightronix	Mini-T-Pro	
1	16 x 8 HB Router	Knox		
1	DVCPPro VTR	Panasonic	AJ-D230	
1	DVCPPro VTR	Panasonic	AJ-D230	
1	DVCPPro VTR	Panasonic	AJ-D440	
1	DVD Player	Panasonic		527
1	DVD Player	Panasonic		527
1	DVD Player	PANASONIC		535
1	DVD Player	PANASONIC		535
1	Hi8 VTR	Sony	EVO9500	
1	3/4" U-matic VTR	Sony	VO5600	
1	3/4" U-matic VTR	Sony	VO5600	
1	S-VHS VTR	PANASONIC	AG-1980P	
1	VHS VTR			
1	Pattern/Color Sync Generator			
1	modulator			
1	modulator			
1	low distribution limiter	Symetrix		301
1	low distribution limiter	Symetrix		301
1	monitor/receiver			
1	B & W 4-monitor bank			
1	B & W monitor			
1	B & W monitor			
1	DVD burner			
1	Cablecast switcher	Leightronix	Nexus	
1	DVD Player	PANASONIC	V7400	
1	computer edit system	Mac G5/ Avid Express Pro		
1	Audio Mixer	Mackie	1202-VL2 Pro	
1	edit system	Drayco	Prestige	
1	Hi8 VTR	Sony		9500
1	DVCPPro VTR	PANASONIC	AJ-D230H	
1	monitor	PANASONIC	CT1384	
1	Audio Mixer	Realistic		
1	CD PLAYER	PANASONIC	SLPG354	
1	VHS VTR	Realistic		
1	computer edit system	Media 100		
1	DVCPPro VTR	AJ-D650		
1	Scanner	UMAX	Astra	
1	DV VTR	PANASONIC	AG-DVC200	
1	DVCPPro VTR	PANASONIC	AJ-D210	
1	DVCPPro VTR	PANASONIC	AJ-D210	
1	DVCPPro VTR	PANASONIC	AJ-D215	

1	DVCPPro VTR	PANASONIC	AJ-D215	
1	DVCPPro VTR	PANASONIC	AJ-D215	
2	POWER SUPPLY	PANASONIC		
1	mini DV camcorder	Canon	GL-2	
5	Boom microhones			
1	wireless microphone	Shure		
1	wireless microphone	Vega		
1	wireless microphone	Samson		
	hand held microphone	Radio Shack		
1	light kit			
1	Field Monitor	JVC		
2	Sports headsets	Telex		
3	Sports headsets	Beyer Dynamic		
2	Audio Mixer	Shure	M267	
2	field tripods with bags	Miller	D250	
1	field tripod	Miller		520
5	field tripod	Bogen	3194/3067	
1	Audio Snake 100'			
1	Audio Snake 50'			
	Floor Mic Stands			
5	Table top mic stands			
1	Battery Charger	Anton Bauer	Interactive 2000	
2	Batteries	Propac 14		
	Battery Charger	Anton Bauer		
1	production switcher	Panasonic	WJ MX-50	
1	Audio Mixer	Shure		
1	monitor bank, B & W			
1	GENERATOR			
1	AC unit for van			
1	S-VHS camcorder	Panasonic	AG-456	
1	S-VHS camcorder	Panasonic	AG-456	
1	S-VHS camcorder	Panasonic	AG-456	
1	S-VHS camcorder	Panasonic	AG-456	
1	S-VHS camcorder	Panasonic	AG-456	
1	S-VHS camcorder	Panasonic	AG-456	
1	production switcher	Panasonic	WJ MX-50	
1	production switcher	Panasonic	WJ MX-50	
1	production switcher	Panasonic	WJ MX-50	
1	Audio Mixer	Mackie	MS 1202 VLZ	
1	Audio Mixer	Mackie	MS 1202 VLZ	
1	Audio Mixer	Mackie	MS 1202 VLZ	
1	Audio Mixer	Shure	SCM810	
1	Audio Mixer	Shure	SCM810	
1	Audio Mixer	Shure	SCM810	
1	non linear edit unit w.9 gig hard drive	Drayco	Casablanca	
1	non linear edit unit w.9 gig hard drive	Drayco	Casablanca	
1	non linear edit unit w.9 gig hard drive	Drayco	Casablanca	
1	light kit, fluorescent one 4", two 2'	Keno Flow		

1	light kit, fluorescent one 4", two 2'	Keno Flow		
1	light kit, fluorescent one 4", two 2'	Keno Flow		
1	S-VHS VTR	Panasonic	AG-1980P	
1	S-VHS VTR	Panasonic	AG-1980P	
1	S-VHS VTR	Panasonic	AG-1980P	
1	S-VHS VTR	Panasonic	AG-1980P	
1	S-VHS VTR	Panasonic	AG-1980P	
1	S-VHS VTR	Panasonic	AG-1980P	
1	14 rack case	Calzone		
1	14 rack case	Calzone		
1	14 rack case	Calzone		
2	shelves	Mid Atlantic		
2	shelves	MID-ATLANTIC		
2	shelves	Mid Atlantic		
3	13" color monitor	Panasonic	CT 1384Y	
3	13" color monitor	Panasonic	CT1384Y	
3	13" color monitor	Panasonic	CT1384Y	
1	cart	Bretford		
1	Cart	Bretford		
1	cart	Bretford		
1	tripod	Bogen		3040
1	tripod	Bogen		3040
2	tripods	Bogen		3040
2	tripods	Bogen		3040
2	Dolly	Bogen		3067
2	Dolly	Bogen		3067
2	Dolly	Bogen		3067
1	Character Generator	PANASONIC	WJKB50	
1	Character Generator	PANASONIC	WJKB50	
1	Character Generator	PANASONIC	WJKB50	
1	3 head set system	Clear-Com		
1	3 head set system	Clear-Com		
1	3 head set system	Clear-Com		
1	color monitor	PANASONIC	WBM503	
1	color monitor	PANASONIC	WBM503	
1	color monitor	PANASONIC	WBM503	
1	Edit Controller	PANASONIC	AG96	
1	Edit Controller	PANASONIC	AG96	
1	Edit Controller	PANASONIC	AG96	
1	audio snake	Whirlwind	MS-8-0-NR50	
1	audio snake	Whirlwind	MS-8-0-NR50	
1	audio snake	Whirlwind	MS-8-0-NR50	
1	snake	Roadmaster	FB/X0804	
1	snake	Roadmaster	FB/X0804	
1	snake	Roadmaster	FB/X0804	
1	CD Player	Technics	SL-PD787	
1	CD Player	Technics	SL-PD787	
1	CD Player	Technics	SL-PD787	

4	wireless condenser microphones	Shure	SM83A
4	wireless microphone	Shure	SM83A
4	wireless microphone	Shure	SM83A
2	hand-held microphones	Shure	VP64
2	hand-held microphones	Shure	VP64
2	hand-held microphones	Shure	VP64
1	Van(as is)	VIN#	