CABLE TELEVISION

RENEWAL LICENSE

RECEIVED
AUG 23 2013
THE OFFICE OF
TELECOMMUNICATIONS & CABLE

GRANTED TO

COMCAST OF MASSACHUSETTS/NEW HAMPSHIRE, LLC.

JANUARY 24, 2013

JOSEPH A. CURTATONE, MAYOR

CITY OF SOMERVILLE

MASSACHUSETTS

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AGREEMENT

This Cable Television Renewal License entered into this 2nd day of August, 2013, by and between Comcast of Massachusetts/New Hampshire, LLC, and the Mayor of the City of Somerville, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A

WITNESSETH

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

WHEREAS, the Issuing Authority conducted a public hearing on August 1, 2013; and

WHEREAS, Comcast of Massachusetts/New Hampshire, LLC, submitted an informal proposal to the City of Somerville, dated September 25, 2012, for renewal of a license to construct, operate and maintain a Cable Television System in the City of Somerville; and

WHEREAS, the Issuing Authority and Comcast of Massachusetts/New Hampshire, LLC, did engage in good faith negotiations to further clarify said Proposal and did agree on proposals to construct, operate and maintain a Cable Television System in the City of Somerville; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, Cable Television System design and other proposals of Comcast of Massachusetts/New Hampshire, LLC,; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City of Somerville to grant a non-exclusive Renewal License to Comcast of Massachusetts/New Hampshire, LLC.

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

ARTICLE 1

DEFINITIONS

Section 1.1 DEFINITIONS

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

(1) Access: The right or ability of any Somerville resident and/or any Persons affiliated with a Somerville institution to use designated Public, Educational and Government ("PEG") facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee owns and shall make available to the City of Somerville, without charge, for the purpose of transmitting programming by members of the public, City departments and agencies, public schools, educational, institutional and/or similar organizations.

(3) Access Corporation: The entity, designated by the Issuing Authority of the City of Somerville from time to time, for the purpose of operating and managing the use of public access facilities and channels on the Cable Television System.

(4) Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority, from time to time.

(5) Affiliate or Affiliated Person: When used in relation to any Person, this term shall have the meaning found in 207 CMR 4.01(2).

(6) Basic Service: Any service tier which includes retransmission of local television broadcast signals and transmission of Public, Educational and Governmental Access Channels.

(7) CMR: The acronym for Code of Massachusetts Regulations.

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

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

(10) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

(11) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the City, but such terms do not include: (A) a facility that serves only to retransmit the television signals of one or more broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly

to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(12) City: The City of Somerville, Massachusetts.

(13) City Solicitor: The City Solicitor of the City of Somerville, Massachusetts.

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

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

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

(17) Department of Public Works ("DPW"): The Department of Public Works of the City of Somerville, Massachusetts.

(18) The Executive Director of Communications and Cable: The Executive Director of Communications and Cable for the City of Somerville, Massachusetts.

(19) Downstream Channel: A channel over which Signals travel from the Cable System Headend or Hub Site to an authorized recipient of programming.

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

(21) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority, educational institutions and/or educators wishing to present non-commercial educational programming and information to the public.

(22) Effective Date of the Renewal License (the "Effective Date"): January 24, 2013.

(23) Office of Communications and Cable: The City department, designated by the Issuing Authority, responsible for the day to day regulation of the Cable System.

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

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

(26) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter and remote control rentals, leases or sales; studio and other facility and/or equipment rentals; any other Cable Service revenues as allowed by applicable law; advertising revenues; and revenue derived by the Licensee and/or any Affiliate(s) from the sale of products in any way advertised or promoted on the System. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

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

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

(29) Issuing Authority: The Mayor of the City of Somerville, Massachusetts.

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

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

(32) Licensee: Comcast of Massachusetts/New Hampshire, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

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

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

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

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

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

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

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

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

(41) Prime Rate: The prime rate of interest as published at the Federal Reserve.

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

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

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

(45) SCAT: The acronym for Somerville Community Access Television, Inc.

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

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

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

(49) State: The Commonwealth of Massachusetts.

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

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

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

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

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

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

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 GRANT OF RENEWAL LICENSE

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

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

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

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or City ordinances enacted hereafter, as attached hereto as Exhibit 1.

Section 2.2 **TERM OF RENEWAL LICENSE**

The term of this Renewal License shall commence on January 24, 2013 and shall expire on January 23, 2023, unless sooner terminated as provided herein or surrendered.

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

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

(2.) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License; provided, however, that this Section 2.3(2.) shall in no case apply to any cable television licenses, and/or the licensee's thereof, and/or their successors and assigns, licensed by the City of Somerville as of the Execution Date of this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional, new cable television license(s) granted from and after the Execution Date hereof, are granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief at the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional, new cable television license(s) are on terms more

favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

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

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(2.)(i) above.

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

(4.) In the event that the Licensee believes that any existing cable television operators in the City (as of the Execution Date of this Renewal License) have been provided relief by the Issuing Authority from any material obligation of its cable television license, then the Licensee may request an equivalent amount of relief from obligations herein. The Issuing Authority must agree in writing to any such request, which request the Issuing Authority shall consider and negotiate in good faith, and which shall be in the form of a written amendment to this Renewal License. To obtain such relief, the Licensee shall request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any existing cable television operators in the City (as of the Execution Date of this Renewal License) have been provided relief by the Issuing Authority from any material obligation of its cable television license. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

Section 2.4 **POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations and any ordinances enacted by the City. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in favor of the latter. Subject to Section 15.6, *infra*, nothing in this Section 2.4 shall be deemed to prohibit the right of the Licensee to challenge the legality of a City ordinance or regulation in a court of competent jurisdiction.

Section 2.5 **REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License by passage of time or otherwise, and unless (1) the Licensee renews its license for another term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances

from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

Section 2.6 **TRANSFER OF THE RENEWAL LICENSE**

(1) Subject to applicable law, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing, subject to fourteen (14) day duly published notice, upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(2) Pursuant to 207 CMR 4.04, as may be amended and applicable federal law, in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under law and/or regulation.

(3) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7.

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

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

(6) Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

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

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

Section 2.7 **EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(1) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall

(i) be deemed a material breach of this Renewal License; and

(ii) among other remedies available to the City, be subject to a liquidated damages assessment in Section 11.2 infra.

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

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

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 **SUBSCRIBER NETWORK**

(a) The Licensee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750 Mhz. The Licensee shall continue to maintain throughout the term of this Renewal License, standby power at its Headend facility. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators, and shall become automatically activated upon the failure of the Licensee's normal power supply.

(b) Licensee's obligation to extend its Cable Television System to unconstructed Public Ways of the City shall be limited to those Public Ways in which the Licensee's cost of construction is no greater than One Thousand Dollars ($1,000.00) per dwelling unit, unless prospective Subscribers within said Public Ways agree to pay all the additional costs in excess of said amount of One Thousand Dollars ($1,000.00).

Section 3.2 **PEG ACCESS VIDEO RETURN LINES**

(a) Until such time as the Video Return Lines pursuant to Subsection (c) *infra* are activated by the Licensee, the Licensee shall continue to own, operate and maintain the existing Institutional Network identified in Section 3.2 of the 2003 Renewal License ("I-Net" or "existing I-Net") to be utilized by the Issuing Authority, its designees and/or City departments. Said Institutional Network shall be capable of transmitting composite video and audio transmissions from and among those municipal and school buildings identified in Exhibit 5 and returned over the Subscriber Network PEG Access Channels pursuant to Section 6.9.

(b) The INet shall continue to be interconnected with the Subscriber Network at the Licensee's Headend. All remote INet signals shall be transmitted on an Upstream Channel to Licensee's Headend where said signals shall be switched to a Downstream PEG Access Channel on Licensee's Subscriber Network.

(c) Licensee shall construct and activate video return lines from the locations listed in Exhibit **7**, construction, activation and turn-over to the City to be completed by June 30, 2014. Said video return lines shall be capable of transmitting PEG Access video and audio transmissions from the locations identified in Exhibit **7** and returning such composite PEG Access video and audio transmissions to the Licensee's demarcation point currently located at 90 Union Square, Somerville, MA.

(d) Upon completing the construction and activation of the video return lines, the Licensee will have no further obligation to own, operate or maintain the existing I-Net.

Section 3.3 **CABLE SYSTEM INTERCONNECTION**

(a) The Licensee shall seek to interconnect the I-Net with any and all other adjacent cable systems, within twelve (12) months of a request to do so by the Issuing Authority. Such other cable systems may not interconnect with Licensee's cable system other than in accordance with the procedure set forth in this Section 3.3. Interconnection of systems or channels may be accomplished by direct cable connection, microwave link, satellite or any other appropriate method, as determined by the Licensee.

(c) Upon receiving a request from the Issuing Authority to interconnect a system or channels, the Licensee shall promptly initiate negotiations with the other affected cable system(s) in order that costs may be fairly shared for both construction and operation of the interconnection link. The Licensee may be granted reasonable extensions of time to interconnect upon a showing that such additional time is necessary to accomplish the interconnect and that the Licensee has proceeded in good faith to meet the twelve (12) month deadline required in paragraph (a) above.

(d) The Issuing Authority may rescind its order to interconnect upon request by the Licensee. The Issuing Authority shall grant said request if he finds that the Licensee has negotiated in good faith and has failed to obtain an approval from the system(s) involved, or the other municipality involved, or that the cost of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates in the City.

Section 3.4 **PARENTAL CONTROL CAPABILITY**

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any Cable System channel being received on their television sets.

Section 3.5 **EMERGENCY ALERT OVERRIDE CAPACITY**

The Subscriber Network described in Section 3.1 herein shall comply with the FCC's Emergency Alert System ("EAS") Regulations, 47 CFR 11, *et seq.*

Section 3.6 **SYSTEM TECHNICAL SPECIFICATIONS**

The system design of the Cable Television System, shall conform to the applicable technical specifications contained in Exhibit 6, attached hereto and made a part hereof. At all times throughout this Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

Section 4.1 **SERVICE AVAILABLE TO ALL RESIDENTS**

(a) The Licensee shall make its Cable Service available to substantially all residents of the City, regardless of the type of dwelling or its geographical location in the City, subject to Section 4.1(b) below, unless the Licensee is legally prevented from providing such Service.

(b) Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when the Licensee is engaged in marketing promotions. Any dwelling unit within two hundred fifty feet (250') of the Cable System plant shall be entitled to a standard aerial installation rate. Any aerial installation greater than 250' shall be provided at the Licensee's actual cost, including the cost for necessary Cable System design changes or construction to extend the cable plant to within 250' of the dwelling unit. Any underground installation shall be provided at the Licensee's actual cost.

Section 4.2 **LOCATION OF CABLE TELEVISION SYSTEM**

The Licensee shall construct, install, operate and maintain the Cable Television System within the City of Somerville, not including the Headend. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all Licensee owned poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.3 **UNDERGROUND FACILITIES**

In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the City at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense. Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City ordinances, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.4 **TREE TRIMMING**

In installing, operating and maintaining equipment as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public Ways and places, and private property in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or his Designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City's Tree Warden.

Section 4.5 **RESTORATION TO PRIOR CONDITION**

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

Section 4.6 **TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the Person(s) holding the building move permit, but without charge to the City. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7 **DISCONNECTION AND RELOCATION**

The Licensee shall, upon reasonable notice, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove

from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or his Designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity. If any costs herein are to be passed-through to Subscribers, the Licensee shall first notify the Issuing Authority of such costs in writing.

Section 4.8 **SAFETY STANDARDS**

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

Section 4.9 **PEDESTALS**

In any cases in which pedestals housing passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the City in accordance with Section 4.12 herein.

Section 4.10 **PRIVATE PROPERTY**

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

Section 4.11 **RIGHT TO INSPECTION OF CONSTRUCTION**

(a) The Issuing Authority or his Designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License and to make such tests as he shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the City shall be at the sole cost and expense of the City and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the City shall give at least thirty (30) days prior notification to the Licensee of its

intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 4.12 **PLANT MAPS**

(a) Within thirty (30) days of the Execution Date of this Renewal License, the Licensee shall file with the Issuing Authority or his Designee, without charge, "as-built" maps of all existing and newly constructed Cable System plant. Said maps shall be annotated to designate any information contained thereon deemed by Comcast to be confidential.

(b) Within ninety (90) days of the Execution Date of this Renewal License, the Licensee shall supply the Executive Director of Communications and Cable with a full set of Computer-Aided-Design/Computer-Aided-Mapping ("CAD-CAM") maps of the Cable System, for the City's use, without charge(s) to the City. The Licensee shall update and maintain said mapping on an annual basis throughout the term of this Renewal License. In the event no changes are made during the course of a calendar year, Licensee shall notify the Issuing Authority, in writing. Said CAD-CAM files shall be annotated to designate any information contained therein deemed by Comcast to be confidential.

Section 4.13 **SERVICE INTERRUPTION**

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

Section 4.14 **COMMERCIAL ESTABLISHMENTS**

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

Section 4.15 **"DIG SAFE"**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 **BASIC SERVICE**

The Licensee shall make available a Basic Service to all Somerville Subscribers.

Section 5.2 **PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in Exhibit 3, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in Exhibit 3, attached hereto, are at the sole discretion of the Licensee, and such Programming may be subject to change from time to time.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Somerville Programming line-up at least thirty (30) days before any such substantial change is to take place.

Section 5.3 **LEASED CHANNELS FOR COMMERCIAL USE**

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

Section 5.4 **CONTINUITY OF SERVICE**

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

Section 5.5 **FREE DROPS & BASIC SERVICE TO PUBLIC BUILDINGS**

(a) The Licensee shall continue to provide and maintain one (1) activated Subscriber Cable Drop, Outlet(s) and the monthly Basic Service at no charge to all police and fire stations, public libraries and other public or non-profit buildings designated in writing by the Issuing Authority and included in Exhibit 8, attached hereto and made a part hereof. The Licensee shall coordinate the precise location of each Drop with each of the aforementioned institutions. There shall be no costs to the City or any designated institution for the installation and provision of Basic Service and related maintenance. The Licensee shall supply one (1) Converter for each Outlet, if necessary, at no charge to the City.

(b) The Issuing Authority may request a maximum of two (2) additional Drops and/or Outlets in the aggregate per year, for a total of twenty (20) such Drops and/or Outlets over the term of this Renewal License, to public buildings or non-profit institutions identified in Exhibit 8, and/or other locations to be specified by the Issuing Authority. The Licensee shall install such Drop(s) and/or Outlet(s) within sixty (60) days of any such request(s) from the Issuing Authority for aerial Drops and within one hundred twenty (120) days of any such requests from the Issuing Authority for underground Drops, at no charge to the City; provided, however, that in the event that the Licensee does not have to do any such aerial and/or

underground work, the Licensee shall install any such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings and/or institutions entitled to such a Drop or Outlet, prior to any such installation.

Section 5.6 **FREE DROPS AND BASIC SERVICE TO PUBLIC SCHOOLS**

(a) The Licensee shall continue to provide and maintain one (1) or more Subscriber Cable Drop(s) and the monthly Basic Service, at no charge to the City or public schools, to all public schools listed in Exhibit 9, attached hereto and made a part hereof, and an Outlet in each classroom having a television set of each said public school, at no charge to the City or public schools. The School Department may request a maximum of five (5) additional Drops and/or Outlets in the aggregate per year to public school buildings identified in Exhibit 9. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

(b) The Licensee shall install such Drop(s) and/or Outlet(s) within sixty (60) days of any such request(s) from the Issuing Authority for aerial Drops and within one hundred twenty (120) days of any such requests from the Issuing Authority for underground Drops, at no charge to the City or public school: provided, however, that in the event that the Licensee does not have to do any such aerial and/or underground work, the Licensee shall install any such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

(c) The Licensee shall provide one (1) Converter, if necessary, with each Outlet, without charge to the City. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at no charge to the City or public schools; provided, however, that the School Department shall be responsible for repairs and/or replacement necessitated by any acts of vandalism, theft or other extraordinary circumstances.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1 **PEG ACCESS CHANNELS**

(a) Upon the Effective Date of this Renewal License, the Licensee shall continue to make available a total of three (3) Licensee-owned Subscriber Network channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Programming to Subscribers, at no cost to the City or the Access Corporation and, except as otherwise provided for herein, shall be subject to the control and management of the City and the Access Corporation. Said Access Channels shall be included in the Licensee's Basic Service.

(b) As of the Effective Date of this Renewal License, the PEG Access channel locations are as follows:

(1)	Public Access:	Channel 3
(2)	Educational Access:	Channel 15
(3)	Governmental Access:	Channel 22

(c) The Licensee shall not move or otherwise relocate the channel locations of the three (3) PEG Access Channels, established in paragraph (b) above, without the advance, written notice to the Issuing Authority and the Access Corporation.

(d) If, over the course of any six (6) month period during the term of this Renewal License, all three (3) of the PEG Access Channels are programmed with original, non-repeated, locally-produced Programming (excluding alpha-numeric "bulletin board" programming) for seventy five percent (75%) or more of the time during the hours between 10:00 AM and 11:00 PM, the Issuing Authority may so notify the Licensee, in writing. Included in such notification shall be copies of program logs and other records verifying such usage for said period of time, and original logs and other records shall be made available to the Licensee upon request. After receipt of such notification and verification to the Licensee's reasonable satisfaction, the Licensee shall, at the Issuing Authority's request, make available to the Issuing Authority and/or the Access Corporation, as designated by the Issuing Authority, capacity on its Basic Service Tier available for one (1) additional Public Access Downstream Channel. This Section 6.1(d) does not constitute an obligation on the Licensee to add additional Channel capacity at any time during the term of this Renewal License.

Section 6.2 **PEG ACCESS EQUIPMENT/FACILITIES FUNDING**

(a) The Licensee shall provide the following two (2) separate funding sources to the Issuing Authority for PEG Access equipment/facilities purposes:

(1) A total of Five Hundred Fifty Thousand Five Hundred Dollars ($550,000.00). The Licensee shall provide such funding on the following basis:

a) No later than October 1, 2013, provide Two Hundred Seventy-Five Thousand Dollars ($275,000.00);
b) No later than April 1, 2014, provide One Hundred Thirty-Seven Thousand Five Hundred Dollars ($137,500.00); and,
c) No later than April 1, 2015 provide One Hundred Thirty-Seven Thousand Five Hundred Dollars ($137,500.00); and,

(2) Funding based on Licensee's Gross Annual Revenues. The Licensee shall provide such funding on the following basis:

a) .333% of the Licensee's Gross Annual Revenues as defined in Section 1.1(26) supra, payable on October 1, 2015. Said payment shall be based on Licensee's Gross Annual Revenues during the period of January 1, 2014 through December 31, 2014.

b) .41% of the Licensee's Gross Annual Revenues as defined in Section 1.1(26) supra, payable on the following dates:

a.	July 1, 2016
b.	July 1, 2017
c.	July 1, 2018
d.	July 1, 2019
e.	July 1, 2020
f.	July 1, 2021
g.	July 1, 2022
h.	April 1, 2023.

Said payments shall be based on Licensee's Gross Annual Revenues during the previous calendar year.

c) The Licensee shall file with the .333% payment and each of the .41% payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee, as well as a completed Gross Annual Revenues Reporting Form, in a format similar to that which is attached hereto as Exhibit 12. If Licensee's payments were less than the requisite percentage of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority, or his or her designee, no later than ninety (90) days subsequent to the discovery of such underpayment.

(b) In no case shall the equipment/facilities funding payments herein be counted against either: (i) any License Fee payment, required by Section 7.1 infra; and/or, (ii) any other fees or payments required by applicable laws.

Section 6.3 **ACCESS CORPORATION**

SCAT shall be the designated Public Access Corporation to provide services to public Access Users as follows:

(1) Schedule, operate and maintain the Public Access Channel provided in accordance with Section 6.1 herein;

(2) Manage annual funding, pursuant to Section 7.1 infra;

(3) Operate and maintain a Public Access studio, and purchase and/or lease equipment, with the funds provided in Section 6.2(a) above, as allocated for such purposes by the Issuing Authority;

(4) Conduct training programs in the skills necessary to produce quality Public Access programming;

(5) Provide technical assistance, pre-production services, post-production services and production services to Public Access Users, using Access Corporation staff and volunteers;

(6) Establish rules, procedures and guidelines for use of the Public Access Channel;

(7) Provide publicity, fund-raising, outreach, referral and other support services to Public Access Users;

(8) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public Access Channel, facilities and equipment as appropriate and necessary; and

(9) Produce or assist Users in the production of original, non-commercial video programming of interest to Subscribers and focusing on City issues, events and activities.

Section 6.4 **EDUCATIONAL AND GOVERNMENTAL ACCESS**

The Issuing Authority, either through the Office of Communications and Cable or through the establishment of a non-profit educational access corporation, shall provide educational programming for Somerville Subscribers. The Issuing Authority, either through the Office of Communications and Cable in both instances, or through the establishment of a non-profit educational access corporation in the former, shall manage annual funding and establish rules, procedures and guidelines for the use of both the Educational and Governmental Access Channels.

Section 6.5 **RECOMPUTATION**

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Article 6. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged from the original due date at the rate of two percent (2%) above the annual Prime Rate during the period that such additional amount is owed.

Section 6.6 **PEG ACCESS PAYMENTS**

All payments for equipment required hereunder in Section 6.2 shall be made by the Licensee directly to the City.

Section 6.7 **EQUIPMENT OWNERSHIP**

The City and/or SCAT shall own all equipment purchased with funding pursuant to this Article 6. The Licensee shall have no obligation to maintain or insure any such Access equipment.

Section 6.8 **ACCESS CHANNEL(S) MAINTENANCE**

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

(b) At the request of the Executive Office of Communications and upon reasonable notice, the Licensee shall provide an annual commitment of up to fifty (50) hours of technical assistance with technical difficulties from City owned governmental and educational access equipment. The City and its designee shall make reasonable efforts to remedy any technical difficulties from City owned governmental and educational equipment before notifying the Licensee of its need for assistance and shall provide a report evidencing said efforts to remedy technical difficulties.

Section 6.9 **ACCESS CABLECASTING**

(a) In order that the City and the Access Corporation can cablecast Access programming over the three (3) PEG Access Channels, all PEG Access programming shall be modulated, then transmitted from any location in the City with Origination Capability to the I-Net Hub Site, on one of the I-Net Upstream Channels made available, without charge, for such purpose until such time that the video return lines are construction and activated and then thereafter transmitted over the video return lines to the Trunk and Distribution System demarcation located at 90 Union Square.

(b) The Licensee shall continue to provide Origination Capability to the City and the Access Corporation, as required in Section 3.2 supra and Exhibit 7 herein. The Licensee shall also continue to provide and maintain necessary transmission and processing equipment at a location designated by the Issuing Authority in order to receive and process upstream programming from the I-Net and the video return lines pursuant to Section 3.2, *supra*, and routing such programming through the Headend for distribution to the Subscriber Network and/or the I-Net until such time that the video return lines are constructed and activated.

(c) The Licensee shall continue to provide and maintain all necessary switching equipment at the Headend in order to switch Upstream Signals from any remote locations with Origination Capability to the designated Downstream Access Channel. The Licensee shall maintain any equipment that it owns.

Section 6.10 **THIRD PARTY RIGHTS**

The Issuing Authority and the Licensee herein acknowledge and agree that the Access Corporation is not a party to this Renewal License and that any provisions herein that may affect the Access Corporation are not intended to create any rights on behalf of the Access Corporation.

Section 6.11 **ACCESS PROGRAMMING**

Editorial discretion and the content of programming on the Public Access Channel, and any liability therefor, shall reside solely with, and be the sole responsibility of, the Access Corporation.

Section 6.12 **CENSORSHIP**

Neither the Licensee, the City, nor the Access Corporation shall engage in any program censorship or any other control of the content of the PEG Access programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

LICENSE FEES

Section 7.1 LICENSE FEE

(a) The Licensee shall continue to pay to the City, throughout the term of this Renewal License, a License Fee equal to five percent (5%) of the Licensee's Gross Annual Revenues, as such term is defined in this Renewal License. Said License Fee shall be used for, among other things, support of the Office of Communications, the Access Corporation and PEG Access Programming.

(b) The Licensee shall make such Gross Annual Revenue payments annually within forty five (45) days following each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by the Licensee's Chief Financial Officer documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year, as well as a completed Gross Annual Revenues Reporting Form, attached hereto as Exhibit 12.

(d) 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 include any license fee payable to the FCC and/or the State; and furthermore provided, however, that said five percent (5%) shall not include the following: (i) the PEG Access equipment/facilities grants herein (Section 6.2); (ii) any interest due herein to the City and/or the Access Corporation because of late payments; and/or (iii) any damages herein (Section 11.2).

Section 7.2 OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

(b) In accordance with Section 622(h) of the Cable Act, it is the understanding of the parties hereto that nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall

not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

(c) All contributions, services, equipment, channel capacity, facilities, support, resources and other things of value to be paid, supplied or provided by the Licensee pursuant to this Renewal License are for the benefit of all Subscribers. The Licensee agrees that said contributions and other things of value are not within the meaning of the term "Franchise Fee" as defined in Section 622(g)(1) of the Cable Act and fall within one or more exclusions to the term "Franchise Fee" as defined in Sections 622(g)(2)(A) through (D) of the Cable Act.

Section 7.3 **LATE PAYMENT**

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

Section 7.4 **RECOMPUTATION**

Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have including interest pursuant to Section 7.4. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year. If, after 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, and the Licensee shall pay all of the costs of such audit not to exceed Two Thousand Dollars ($2,000.00). 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 7.5 **AFFILIATES USE OF SYSTEM**

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the City under this Renewal License. If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third-parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such a relationship.

Section 7.6 **METHOD OF PAYMENT**

All payments by the Licensee to the City pursuant to this Renewal License shall be made payable to the City and deposited with the City Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1 RATE REGULATION

In the future, the City reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and Federal laws.

Section 8.2 NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all changes in services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 *et seq.*, attached hereto as Exhibit 10.

Section 8.3 PUBLICATION OF RATES

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

Section 8.4 NON-DISCRIMINATORY RATES

All of the Licensee's rates, charges and pricing for Subscriber services shall be non-discriminatory.

Section 8.5 CREDIT FOR SERVICE INTERRUPTION

In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1 INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general comprehensive liability policy naming the City, its officers, boards, commissions, committees, agents and employees as co-insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars ($1,000,000.00) for injury or death to any one Person in any one occurrence and Three Million Dollars ($3,000,000.00) for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the City, its officers, boards, commissions, committees, agents and employees as additional name insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars ($1,000,000.00) for damage to the property of any one Person in any one occurrence and Three Million Dollars ($3,000,000.00) for damage to the property of two (2) or more persons in any one occurrence.

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

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

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

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

(4) Worker's Compensation in the minimum amount of the statutory limit.

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

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

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

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

(d) Evidence of insurance shall be submitted to the City prior to commencement of any System construction or upgrade or operations under this Renewal License.

(e) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal License under which the City may immediately suspend operations under this Renewal License.

Section 9.2 **PERFORMANCE BOND**

(a) The Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the State in the sum of One Hundred and Fifty Thousand Dollars ($150,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, or to comply with any order, permit or direction of any department, agency, commission, committee, board, division or office of the City having jurisdiction over Licensee's acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable Television System, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

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

Section 9.3 **REPORTING**

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

Section 9.4 **INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify, defend, and hold harmless the Issuing Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees,

officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include any judgment, costs, interest and attorneys' fees and costs up to such time that the Licensee assumes defense of any action hereunder. The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The Issuing Authority shall give the Licensee prompt written notice of its obligation to indemnify and defend any Idemnified Party (as such are specified above) pursuant to this section.

Section 9.5 **NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

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

> It is hereby understood and agreed that neither this policy nor bond shall be cancelled, materially changed or the amount of coverage thereof reduced, until sixty (60) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1 **REGULATORY AUTHORITY**

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

Section 10.2 **PERFORMANCE EVALUATION HEARINGS**

(a) The Issuing Authority may hold a performance evaluation hearing within thirty (30) days of each anniversary of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things: (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on System construction, customer service and complaint response, programming, and PEG Access channels, facilities and support; and, (ii) hear comments, suggestions and/or complaints from the public.

(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, upgrade, installation, operation and/or maintenance of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or his Designee, and produce such documents or other materials as are reasonably requested from the City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within thirty (30) days after the conclusion of such review hearing (s) , the Issuing Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If inadequacies are found 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, pursuant to Section 11.1 infra.

Section 10.3 **NONDISCRIMINATION**

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

Section 10.4 **EMERGENCY REMOVAL OF PLANT**

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

Section 10.5 **REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. . In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.6 **INSPECTION**

The Issuing Authority or his Designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the City at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in these activities.

Section 10.7 **JURISDICTION**

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

ARTICLE 11

DETERMINATION OF BREACH
LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 11.1 **DETERMINATION OF BREACH**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of 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 fourteen (14) 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.

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

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

(i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

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

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

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

(v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;

(vi) invoke any other lawful remedy available to the City.

Section 11.2 **LIQUIDATED DAMAGES**

(A) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

(1) For failure to operate, program and/or update and maintain the Cable Television System, in accordance with Sections 3.1, 3.5, and/or 5.3 herein, five hundred dollars ($500.00) per day.

(2) For failure to construct, install, fully activate and/or maintain video return lines in accordance with Section 3.2 , five hundred dollars ($500.00) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, five hundred dollars ($500.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the technical standards, pursuant to Section 3.6 herein and Exhibit 6 attached hereto, four hundred dollars ($400.00) per day that any such non-compliance continues.

(5) For failure to comply with the public, educational and governmental access provisions in accordance with Article 6 herein (excluding late payment of any monies due), four hundred dollars ($400.00) per day, for each day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or Outlets in accordance with Sections 3.2, 5.8 and 5.9 herein and/or Exhibits 5, 8 and 9 herein, one hundred dollars ($100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to meet the FCC's Customer Service Obligations in accordance with Section 12.6 infra and Exhibit 11, one hundred dollars ($100.00) per day that any such non-compliance continues.

(8) For failure to make service and/or repair visits as required in Section 12.5(e) infra, seventy-five dollars ($75.00) for each occurrence in which such standards are not met.

(B) The parties hereto agree that the following liquidated damages shall not require the Issuing Authority to follow the procedures of Section 11.1 infra; provided, however, that the Issuing Authority shall give the Licensee written notice, by certified mail, of any such non-compliance and a fourteen (14) day period, from receipt of such notice, to cure. Any such liquidated damages shall accrue as of the date that the Licensee receives notice from the Issuing Authority, unless the Licensee cures any default(s).

(1) For failure to submit reports, pursuant to Article 13 herein, fifty dollars ($50.00) per day that any of said reports are not submitted as required.

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

(D) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

(E) In the event that there is litigation between the Licensee and the Issuing Authority regarding the application of the Section 11.2, where the Issuing Authority prevails, the Licensee shall pay the reasonable attorney's fees incurred by the Issuing Authority, including the value of any services provided by the City Solicitor's Office.

Section 11.3 **REVOCATION OF THE RENEWAL LICENSE**

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

Section 11.4 **TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the

Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the City shall have all of the rights provided in the Renewal License.

Section 11.5 **NOTICE TO CITY OF LEGAL ACTION**

In the event that the Licensee intends to take legal action against the Issuing Authority and/or the City for any reason, the Licensee shall first (i) give the City Solicitor at least forty-five (45) days' notice that an action will be filed, (ii) meet with the City Solicitor before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the City Solicitor and/or other City official(s).

Section 11.6 **NON-EXCLUSIVITY OF REMEDY**

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

Section 11.7 **NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority or the City 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 or the City 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 or the City at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority or the City at any other time. In order for any waiver of the City to be effective, it shall be in writing. The failure of the City to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the City to take any action permitted by this renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 **CUSTOMER SERVICE OFFICE**

For the entire term of this Renewal License, the Licensee shall continue to operate its full-time customer service office in the City of Somerville or in a community that is conveniently

located to Somerville for, among other things, the payment of bills and the return and/or exchange of Subscriber equipment. Said customer service office shall be open for walk-in business during Normal Business Hours.

Section 12.2 **TELEPHONE ACCESS**

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls twenty-four (24) hours a day, seven (7) days a week in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto, and made a part hereof, as Exhibit 11.

(b) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number.

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

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the quarterly reports, subject to Section 13.4, *infra*, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

Section 12.3 **INSTALLATION VISITS - SERVICE CALLS - RESPONSE TIME**

(a) The Licensee shall provide Cable Service(s) in all areas of the City to those residents who requested Service within seven (7) days of said request, in those areas of the City where service is available.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall specify to the resident or Subscriber in advance whether said installation visit or service call will occur in the appointed morning (9:00 AM to 12:00 PM), afternoon (12:00 PM to 5:00 PM) or, if applicable, evening (5:00 PM to 7:00 PM). The Licensee shall give priority for next day or the next available time installation or service appointments to Subscribers who cannot be scheduled within the aforementioned time periods. Failure to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee. The Licensee shall promptly notify Subscribers in writing or by telephone of

their right to a priority cable installation or service call in the event that the Licensee makes such call(s).

(c) The Licensee shall make installation and service calls to its Subscribers from 8:00 AM to 7:00 PM Monday through Friday and from 9:00 AM to 5:00 PM on Saturday. In the event Licensee changes said service call hours, Licensee shall provide the Issuing Authority reasonable notice of such changes.

(d) Subscriber complaint or request for service received after regular business hours, as defined in Section 12.1 above, shall be acted upon the next business day. Verification of the problem and resolution shall occur as promptly as possible.

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

(f) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage. The Licensee shall supply the Issuing Authority, for his exclusive use, with a telephone number of appropriate management personnel in the event that emergency repair service is necessary.

(g) The Licensee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

Section 12.4 **CUSTOMER SERVICE STANDARDS**

Unless required otherwise herein, the Licensee shall comply with the Customer Service Standards, as amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit 11.

Section 12.5 **BUSINESS PRACTICE STANDARDS**

(a) The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as Exhibit 10 and made a part hereof, as the same may exist or as may be amended from time to time:

(i) Notification of its Billing Practices;

(ii) Notification of Services, Rates and Charges;

(iii) Equipment Notification;

(iv) Form of Bill

(v) Advance Billing, Issuance of Bills;

(vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

(vii) Charges for Disconnection or Downgrading of Service;

(viii) Billing Disputes; and

(ix) Service Interruptions.

(b) Notwithstanding the provisions of the Section 12.7(a)(i)-(ix), the Licensee shall not disconnect Subscribers on Saturday nights or at any time on Sunday.

Section 12.6 **CUSTOMER IDENTIFICATION**

In the event that the Licensee should require Social Security numbers to identify its Subscribers, such practice shall be allowed in the future only as long as it complies with all applicable State and/or federal laws relating to the use of Social Security numbers as a required form of identification. Notwithstanding the foregoing, the Licensee shall inform the Issuing Authority or his Designee(s) of any other forms of identification that will be accepted in the regard.

Section 12.7 **COMPLAINT RESOLUTION PROCEDURES**

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

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

(i) Upon the written request of the Issuing Authority, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or his Designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or his Designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

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

(d) In the event that the Issuing Authority or his Designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or his Designee(s) shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints. The Licensee shall consider the reasonableness of the suggested amendment(s), provided that such amendment(s) does not unreasonably increase the cost of providing Cable Service.

Section 12.8 **REMOTE CONTROL DEVICES**

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

Section 12.9 **LOSS OF SERVICE-SIGNAL QUALITY**

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

Section 12.10 **EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not carrying such a photo identification card, and as result, is not admitted into a Subscriber's home, such visit shall be deemed a missed service visit; however, if in the same instance the employee(s) is allowed to enter upon private property by the homeowner, work outside of the home where entrance into the home is not necessary, then it will not be deemed a missed visit.

Section 12.11 **PROTECTION OF SUBSCRIBER PRIVACY**

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

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

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

Section 12.12 **PRIVACY WRITTEN NOTICE**

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

Section 12.13 **MONITORING**

Neither the Licensee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, 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 and the Issuing Authority 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. The Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

Section 12.14 **DISTRIBUTION OF SUBSCRIBER INFORMATION**

The Licensee and its agents and/or employees shall not, without the prior written authorization of the affected Subscriber or User, provide to any third party, including the City, data identifying or designating any Subscriber either by name or address. Said authorization may be withdrawn at any time by the Subscriber or User by providing written notice to the Licensee.

The Licensee shall provide annual notice to each Subscriber or User who has given the aforesaid authorization of each Subscriber's or User's right to withdraw the authorization. In no event shall such authorization be obtained as a condition of Service or continuation thereof, except as necessary to adequately provide particular Services.

Section 12.15 **POLLING BY CABLE**

No poll or other Upstream response of a Subscriber or User shall be conducted or obtained, unless (i) the program of which the Upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or Upstream response, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results of Upstream responses only in the aggregate and without individual references.

Section 12.16 **INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

Section 12.17 **SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

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

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

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.18 **PRIVACY STANDARDS REVIEW**

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

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 GENERAL

(a)Upon written request of the Issuing Authority, the Licensee shall promptly submit to the City any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the City pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

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

Section 13.2 FINANCIAL REPORTS

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

(b) Pursuant to Section 7.1 herein, the Licensee shall furnish the Issuing Authority and/or his Designee(s), no later than one hundred and twenty (120) days after the end of the Licensee's fiscal year, the Statement of Income, Form 300, in accordance with the Cable Division's regulations.

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

Section 13.3 CABLE SYSTEM INFORMATION

Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

Section 13.4 IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of this Renewal License, upon written request of the Issuing Authority, the Licensee shall provide the Issuing Authority with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

Section 13.5 **SUBSCRIBER COMPLAINT REPORT**

The Licensee shall submit a completed copy of Cable Division Form 500 (See Exhibit 15) to the Issuing Authority, or his/her designee, as required by the Cable Division.

Section 13.6 **INDIVIDUAL COMPLAINT REPORTS**

Subject to Section 12.7 supra, the Licensee shall, within ten (10) business days after receiving a written request from the City, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7 **ANNUAL PERFORMANCE TESTS**

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations as set out in 47 C.F.R. 76.601 et seq. The Issuing Authority may require that said tests be supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority; provided, however, that the Licensee shall receive thirty (30) days notice and a reasonable opportunity to cure. The Licensee shall pay for the costs of such engineer only if the tests performed show that the Quality of Service is below the standards set forth in Exhibit 6, attached hereto.

Section 13.8 **QUALITY OF SERVICE**

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

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

(2) the system component tested;

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

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

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

Section 13.9 **DUAL FILINGS**

If requested in writing, the Licensee shall make available to the City at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 13.10 **ADDITIONAL INFORMATION**

At any time during the term of this Renewal License, upon the reasonable written request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

Section 13.11 **INVESTIGATION**

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

ARTICLE 14

EMPLOYMENT

Section 14.1 **EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall be an Equal Opportunity/Affirmative Action Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity/Affirmative Action Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment/Affirmative Action Opportunities.

Section 14.2 **NON-DISCRIMINATION**

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 **ENTIRE AGREEMENT**

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

Section 15.2 **CAPTIONS**

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

Section 15.3 **SEPARABILITY**

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

Section 15.4 **ACTS OR OMISSIONS OF AFFILIATES**

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

Section 15.5 **RENEWAL LICENSE EXHIBITS**

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

Section 15.6 **WARRANTIES**

The Licensee warrants, represents and acknowledges, and agrees that at or before the Execution Date of this Renewal License, the Licensee shall submit to the Issuing Authority, in a form reasonably acceptable to the City Solicitor, an appropriate document evidencing its warranties, that, as of the Execution Date of this Renewal License:

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

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

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

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

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

Section 15.7 **FORCE MAJEURE**

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

Section 15.8 **REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall offer, at the Licensee's costs for labor and materials, to said Subscriber, and maintain, an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9 **SUBSCRIBER TELEVISION SETS**

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

Section 15.10 **APPLICABILITY OF RENEWAL LICENSE**

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

Section 15.11 **NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor and the Director of the Executive Office of Communications, Somerville City Hall, 93 Highland Avenue, Somerville, Massachusetts 02143, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice-President of Government Affairs, Comcast of Massachusetts/New Hampshire, LLC, Comcast of Massachusetts/New Hampshire, LLC, 676 Island Pond Road, Manchester, NH 03109 and to Comcast Communications, Inc, Attn: Government Affairs, One Comcast Center, Philadelphia, PA 19103, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Whenever notice of any public meeting relating to the Cable System is required by law, regulation or this Renewal License, the Issuing Authority or his designee shall publish notice of the same, sufficient to identify its time, place and purpose, in a Somerville newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing. The Issuing Authority or his designee shall also identify hearing(s) by periodic announcement on a community bulletin board channel between the hours of seven (7:00) PM and nine (9:00) PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

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

Section 15.12 **NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, agents or employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

Section 15.13 **COST OF PUBLICATION**

The Licensee shall assume all costs of publication, printing and distribution of this Renewal License for the use of, and at the request of, the Issuing Authority, up to a limit of twenty-five (25) copies.

Section 15.14 **CITY'S RIGHT OF INTERVENTION**

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

Section 15.15 **TERM**

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

(the balance of this page is intentionally left blank)

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Mayor of the City of Somerville, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts/New Hampshire, LLC.

City of Somerville, MA

Joseph A. Curtatone
Mayor

Comcast of Massachusetts/New Hampshire, LLC.

By: Steve Hackley
Title: Sr. VP, GBR

Witnessed By:

Witnessed By:

Dated: August 2nd, 2013

Approved as to form:

Francis X. Wright, Jr.
City Solicitor

EXHIBITS

EXHIBIT 1

DEPARTMENT OF PUBLIC WORKS REGULATIONS AND PROCEDURES

CITY OF SOMERVILLE, MASSACHUSETTS
EXECUTIVE DEPARTMENT
OFFICE OF COMMUNICATIONS

MICHAEL E. CAPUANO
MAYOR

ALISON M. MILLS
DIRECTOR

Procedures for Securing Permission to Install New Aerial Crossings or Underground Duct

Pursuant to the terms and conditions set forth in this License, before the Licensee extends its cables across any major street where no aerial cables cross those streets by City Ordinance, as of the effective date of this License, the Licensee must first obtain approval in accordance with Exhibit #1. Before aerial cables or underground ducts can be installed, the company proposing said work must submit a petition, with plans and specifications, to the Somerville City Clerk.

The City Clerk submits a copy of the petition to the Electrical Superintendent of Lights and Lines, who shows the petition to the City Engineer, and the Highway Commissioner. If the work involves undergrounding, the Water Commissioner is shown the petition as well. If approval is given by these officials, the petition is sent to the Commissioner of the Department of Public Works. The Commissioner sends a letter of approval to the City Clerk.

The City Clerk schedules a Public Hearing and invites abutters to attend the Hearing. At the Public Hearing before the Board of Aldermen, a company representative describes the scope and necessity of the work, and abutters and other individuals affected by the proposed work are given an opportunity to present their opinions.

If approval is given by the Board of Aldermen, the City Clerk sends the item to the Mayor. If the Mayor signs the item, the City Clerk sends a copy of the order and the bill for certification to the petitioner, to begin work. However, if the work involves undergrounding, the petitioner must bring approval to the Highway Commissioner, who must issue a Permit to Dig to the Petitioner before work can begin.

EXHIBIT 2

N/A

EXHIBIT 3

PROGRAMMING

It is the Licensee's intention to have the following channel line-up upon the Effective Date, subject to applicable law and the Licensee's editorial discretion.

(See attached)

XFINITY® TV Channel Lineup

xfinity®
the future of awesome™

Somerville, MA

C-103 | 05.13

Limited Basic

2 WGBH-2 (PBS) / **HD 802**
3 Public Access
4 WBZ-4 (CBS) / **HD 804**
5 WCVB-5 (ABC) / **HD 805**
6 NECN
7 WHDH-7 (NBC) / **HD 807**
8 HSN
9 WBPX-68 (ION) / **HD 803**
10 WWDP-DT
12 WLVI-56 (CW) / **HD 808**
13 WFXT-25 (FOX) / **HD 806**
14 WSBK myTV38 (MyTV) / **HD 814**
15 Educational Access
16 WGBX-44 (PBS) / **HD 801**
17 WUNI-27 (UNI) / **HD 816**
18 WBIN (IND) / **HD 811**
19 WNEU-60 (Telemundo) / **HD 815**
20 WMFP-62 (IND) / **HD 813**
21 WUTF-66 (UniMás) / **HD 817**
22 Government Access
23/295 WYDN-48 (Daystar)
44 C-SPAN
58 QVC
98 RTPi
183 Jewelry TV
184/640 XFINITY Latino
209 WGBH World
217 WGBH Kids
229 Trinity Broadcasting Network
237 WGBH Create
268 CatholicTV
283 Leased Access
288 WBIN-Live Well Network
289 WBIN-COOL TV
290 WNEU-Exitos
291 WLVI-TCN
292 WCVB MeTV
297 WHDH-This TV
299/724 WUNI-LATV
300/721 WFXZ-24 (Mundo Fox)

Expanded Basic

24 Disney Channel
25 Nickelodeon
26 ABC Family Channel
28 MTV
29 VH1
30 FX
31 TBS
32 HGTV
33 TNT
34 E!
35 USA Network
36 Lifetime
37 A&E
38 TLC
39 Discovery Channel
40 Food Network
41 Fox News
43 CNN Headline News
45 CNN
46 CNBC
47 The Weather Channel
48 NBC Sports Network
49 ESPN
50 ESPN2
51 NESN
52 Comcast SportsNet
54 BET
55 Spike TV
57 Bravo
59 AMC
60 Cartoon Network
61 Comedy Central
62 Syfy
63 Animal Planet
64 TV Land
66 History
67 Travel Channel
69 Golf Channel
186 truTV
208 Hallmark Channel
234 Inspirational Network
238 EWTN
251 MSNBC
270 Lifetime Movie Network
284 Fox Business Network

Family Tier

24 Disney Channel
25 Nickelodeon
32 HGTV
40 Food Network
43 CNN Headline News
47 The Weather Channel
210 National Geographic Channel
218 PBS Kids Sprout
221 The Hub
222 Disney XD
224 TeenNick
227 Science Channel
229 Trinity Broadcasting Network
240 DIY
247 C-SPAN2

Digital Economy (Includes Limited Basic)

8 HSN
24 Disney Channel
34 E!
35 USA Network
36 Lifetime
37 A&E
39 Discovery Channel
40 Food Network
41 Fox News
45 CNN
47 The Weather Channel
54 BET
58 QVC
59 AMC
60 Cartoon Network
61 Comedy Central
63 Animal Planet
64 TV Land
71 History
186 truTV
208 Hallmark Channel
238 EWTN
242 H2
247 C-SPAN2
823 Discovery HD
824 Disney HD
835 USA Network HD
837 A&E HD
841 Fox News HD
842 CNN HD
854 Food Network HD
859 AMC HD
863 Animal Planet HD
872 History HD
905 BET HD
906 HSN HD
907 Hallmark HD
910 H2 HD

Digital Starter (Includes Limited Basic and Expanded Basic)

1 On Demand
42/246 Bloomberg Television
182 TV Guide Entertainment
199 Hallmark Movie Channel
200 MoviePlex
211 style.
215 WE tv
218 PBS Kids Sprout
219 G4
235 gmc
241 BBC America
242 H2
243 bio.
247 C-SPAN2
249 C-SPAN3
252 Investigation Discovery
267 GSN
333 XFINITY 3D [3]
334 ESPN 3D [3]
784 Travel Channel HD
786 G4 HD
788 Lifetime Movie Network HD
789 Fox Business Network HD
790 Hallmark Movie Channel HD
791 QVC HD
794 Bravo HD
795 CNBC HD
797 bio. HD
799 WE tv HD
810 NECN HD
823 Discovery HD
824 Disney HD
825 Nick HD
826 ABC Family HD
827 MTV HD
828 Palladia
829 VH1 HD
830 FX HD
831 TBS HD
832 HGTV HD
833 TNT HD
834 E! HD
835 USA Network HD
836 Lifetime HD
837 A&E HD
839 Velocity HD
841 Fox News HD
842 CNN HD
843 CNN Headline News HD
846 Universal HD
847 The Weather Channel HD
848 Golf Channel HD
849 ESPN HD
850 ESPN2 HD
851 NESN HD
852 Comcast SportsNet HD
854 Food Network HD
855 Spike TV HD
858 Comedy Central HD
859 AMC HD
860 Cartoon Network HD
862 Syfy HD
863 Animal Planet HD
865 NBC Sports Network HD
867 TLC HD
872 History HD
901 MSNBC HD
902 truTV HD
905 BET HD
906 HSN HD
907 Hallmark HD
908 GMC HD
909 Investigation Discovery HD
910 H2 HD
916 Bloomberg Television HD
920 BBC America HD

MultiLatino Max

25 Nickelodeon
28 MTV
29 VH1
31 TBS
33 TNT
38 TLC
48 NBC Sports Network
49 ESPN
50 ESPN2
51 NESN
52 Comcast SportsNet
55 Spike TV
57 Bravo
62 Syfy
69 Golf Channel
218 PBS Kids Sprout
270 Lifetime Movie Network
788 Lifetime Movie Network HD
794 Bravo HD
825 Nick HD
827 MTV HD
829 VH1 HD
831 TBS HD
833 TNT HD
848 Golf Channel HD
849 ESPN HD
850 ESPN2 HD
851 NESN HD
852 Comcast SportsNet HD
862 Syfy HD
865 NBC Sports Network HD
867 TLC HD

Digital Preferred

1 On Demand
125 RLTV
176 Ovation
190 BBC World
191 Baby First TV America
193 Smithsonian Channel
196 Jewish Life TV (JLTV)
197 Encore Family
198 ReelzChannel
201 Sundance Channel
202 Flix
203 Encore Action

COMCAST

204 Encore Love
205 Encore Suspense
206 indieplex
207 Encore Westerns
208 Hallmark Channel
210 National Geographic Channel
211 style.
212 IFC
214 TV One
216 Oxygen
220 Nicktoons
221 The Hub
222 Disney XD
223 Nick Jr.
224 TeenNick
225 retroplex
226 OWN (Oprah Winfrey Network)
227 Science Channel
228 Nick Too
230 Discovery Fit and Health
231 Halogen TV
232 Nat Geo WILD
233 Destination America
236 The Word Network
238 EWTN
239 Cooking Channel
240 DIY
244 Disney Junior
245 Weatherscan Local
248 ESPNews
253 Military Channel
254 Current TV
255 Outdoor Channel
257 NBA TV
259 NHL Network
260 TVG
261 CBS Sports Network
265 NFL Network
269 MLB Network
271 fuse
272 MTV Hits
273 MTV2
274 Centric
275 VH1 Soul
276 CMT Pure Country
277 VH1 Classic
279 GAC
280 MTV Jams
281 LOGO
282 CMT
286 ESPNU
326 Encore
599 NBA TV
686 Mnet
705 Mun2
711 Tr3s
715 NFL Network
719 Galavisión
783 AXS TV
785 Encore HD
787 Style HD
792 Disney XD HD
793 Fuse HD
796 ESPNews HD
798 IFC HD
821 National Geographic HD
822 NHL Network HD
853 NFL Network HD
856 CBS Sports Network HD
864 CMT HD
866 Science Channel HD
900 ESPNU HD
904 MGM HD
907 Hallmark HD
911 Destination America HD
912 TV One HD
913 NBA TV HD
914 MLB Network HD
915 Ovation HD
921 Oxygen HD
922 Nat Geo Wild HD

Sports Entertainment Package

126 Crime and Investigation
127 Military History Channel
128 SportsNet NY (OOM)
130 Comcast SportsNet Chicago (OOM)
133 Comcast SportsNet Bay Area (OOM)
135 ESPN Goal Line
192 beIN Sports (English)
194 PAC 12
195 Outside TV
213 Turner Classic Movies
248 ESPNews
250 Speed Channel
255 Outdoor Channel
256 Fox Soccer
257 NBA TV
258 ESPN Classic
259 NHL Network
260 TVG
261 CBS Sports Network
262 FCS Atlantic
263 FCS Central
264 FCS Pacific
265 NFL Network
266 Tennis Channel
269 MLB Network
278 Fox Movie Channel
285 Big Ten Network
286 ESPNU
287 NFL RedZone
599 NBA TV
714 GolTV
715 NFL Network
726 beIN Sports (Spanish)
796 ESPNews HD
822 NHL Network HD
838 Tennis Channel HD
853 NFL Network HD
856 CBS Sports Network HD
885 Big Ten Network HD
899 NFL RedZone HD
900 ESPNU HD
903 Turner Classic Movies HD
913 NBA TV HD
914 MLB Network HD
924 Fox Soccer HD

Music Choice ®

Requires Digital Economy or Digital Starter.

501-546
Channel Information available on musicchoice.com

Pay-Per-View

399 In Demand HD
401-403 Home Theater
435 Penthouse TV
451 Playboy
452 Juicy
457 TEN
458 XTSY
459 REAL
800 In Demand HD

Sports Pay-Per-View

591-596 ESPN Fullcourt/Gameplan
600 NBA LP PRE
601-610 MLS - NBA TEAM 1-10
612 TEAM HD
621-634 MLB-NHL GAME
635 GAME HD
636 GAME 2 HD

Digital Premium

301 HBO
302 HBO2
303 HBO Signature
304 HBO Family
305 HBO Comedy
306 HBO Zone
307 HBO Latino
321 Starz
322 Starz Edge
323 Starz InBlack
324 Starz Kids & Family
325 Starz Cinema
327 Starz Comedy
338 5StarMax
339 OuterMax
340 WMax
341 Cinemax
342 MoreMax
343 ActionMax
344 ThrillerMax
361 Showtime
362 Showtime 2
363 Showtime Showcase
364 Showtime Extreme
365 Showtime Beyond
366 Flix
381 The Movie Channel
382 TMC Xtra
451 Playboy Channel [1]
771 HBO Signature HD
773 HBO Latino HD
775 HBO Zone HD
868 Cinemax HD
870 HBO HD
871 HBO2 HD
873 Starz Edge HD
874 Starz Kids & Family HD
875 Starz HD
876 Starz Comedy HD
877 Showtime HD
878 Showtime 2 HD
880 Showtime Extreme HD
883 TMC HD
884 TMC Xtra HD

International Channels [2]

134 Neo Cricket
679 Rai Italia
680 TV Globo
681 SIC
682 PFC
685 Neo Cricket
688 TV5MONDE
701 Zee TV
702 CTI Zhong Tian
703 RTN

MultiLatino

641 TBN Enlace USA
642 Telefe Internacional
643 TeleFórmula
644 Pasiones
645 TV Chile
646 TV Colombia
647 VideoRola
648 Utilísima
649 TVE East
650 TV Venezuela
652 Telehit
653 Ritmoson Latino
654 Bandamax
655 De Película
656 De Película Clásico
657 SUR Perú
658 VME Kids
659 Canal SUR
660 Once México
661 Multimedios Televisión
662 Mexicanal
663 La Familia Cosmovision
665 HTV
666 HITN
667 Gran Cine
668 EWTN Español
670 Ecuavisa Internacional
672 CB Tu Televisión Michoacán
673 Caracol TV
674 Canal 52MX
678 LAS
704 Supercanal Caribe
705 Mun2
706 Discovery en español
707 Cine Latino
708 FOX Deportes
709 CNN en Español
711 Tr3s
712 Viendo Movies
713 Cine Mexicano
716 History en español
717 WAPA America
718 Telemicro Internacional
719 Galavisión
720 ESPN Deportes
722 Baby First Americas (Spanish)
723 CentroAmericana
725 Discovery Familia
726 beIN Sports
727 UniMás West
728 Univision West
757 Televisión Dominicana

FSC www.fsc.org MIX Paper from responsible sources FSC® C002965

Some restrictions apply. Not all programming is available in all areas. Digital capable equipment is required to receive any channel. High-definition capable equipment is required to receive high-definition channels. Additional equipment fees may apply.

1 A subscription to Playboy Channel digital service is required to receive this channel.
2 Available for individual purchase only.
3 Requires 3D TV, Comcast digital converter and subscription to 3D Technology Fee.

EXHIBIT 4

N/A

EXHIBIT 5

INSTITUTIONAL NETWORK BUILDINGS

(See Attached)

I-Net Buildings	Address
Somerville City Hall	
Department of Public Works	
Central Library	79 Highland Ave.
West Branch Library	
East Branch Library	115 Broadway
Cross Street Center	165 Broadway
Ralph and Jenny Center	9 New Washington St.
Public Safety Building	220 Washington St.
Tufts Administration Building	
Brown School	
Capuano Early Education Center	150 Glen St.
Cummings School	
East Somerville Community School	
Edgerly School	
Healey School	
Kennedy School	
Argenziano School at Lincoln Park	
Powderhouse Community School	
West Somerville Neighborhood School	
Winter Hill Community School	
Somerville High School	
Fire Department Headquarters	
Engine Three	266 Broadway
Engine Four	
Engine Six	
Engine Seven	
Somerville Housing Authority	30 Memorial Rd.
City of Somerville School Dept. HQ	42 Cross St.
Somerville Community Access Television	
Traffic and Parking	
Somerville Charter School	15 Webster Ave.
St. Ann's School	
St. Anthony's School	
St. Catherine's School	
St. Clement's School	

EXHIBIT 6

TECHNICAL SPECIFICATIONS

(See Attached)

Rules

Part 76 of Chapter I of Title 47 of the Code of Federal Regulations is amended to read as follows:

§76.1700 Records to be maintained locally by cable system operators for public inspection.

The operator of every cable television system having 5000 or more subscribers shall maintain for public inspection a file containing a copy of all records which are required to be kept by §76.1701 (political file); §76.1715 (sponsorship identification); §76.1702 (EEO records available for public inspection); §76.1703 (commercial records for children's programming); §76.1704 (proof-of-performance test data); and §76.1706 (signal leakage logs and repair records).

(1)-(2) [Reserved]

(b) *Location of records.* The public inspection file shall be maintained at the office which the system operator maintains for the ordinary collection of subscriber charges, resolution of subscriber complaints, and other business or at any accessible place in the community served by the system unit(s) (such as a public registry for documents or an attorney's office). The public inspection file shall be available for public inspection at any time during regular business hours.

(c) All or part of the public inspection file may be maintained in a computer database, as long as a computer terminal is made available, at the location of the file, to members of the public who wish to review the file.

(d) The records specified in paragraph (a) of this section shall be retained for the period specified in §§76.1701, 76.1702, 76.1704(a), and 76.1706, respectively.

(e) *Reproduction of records.* Copies of any material in the public inspection file shall be available for machine reproduction upon request made in person, provided the requesting party shall pay the reasonable cost of reproduction. Requests for machine copies shall be fulfilled at a location specified by the system operator, within a reasonable period of time, which in no event shall be longer than seven days. The system operator is not required to honor requests made by mail but may do so if it chooses.

* * * * *

§76.601 Performance tests.

(a) The operator of each cable television system shall be responsible for insuring that each such system is designed, installed, and operated in a manner that fully complies with the provisions of this subpart.

(b) The operator of each cable television system shall conduct complete performance tests of that system at least twice each calendar year (at intervals not to exceed seven months), unless otherwise noted below. The performance tests shall be directed at determining the extent to which the system complies with all the technical standards set forth in § 76.605(a) and shall be as follows;

(1) For cable television systems with 1,000 or more subscribers but with 12,500 subscribers or less, proof-of-performance tests conducted pursuant to this section shall include measurements taken at six (6) widely separated points within each mechanically continuous set of cables within the cable television system. Within the cable system, one additional test point shall be added for every additional 12,500 subscribers or fraction thereof (e.g., 7 test points if 12,501 to 25,000 subscribers; 8 test points if 25,001 to 37,500 subscribers, etc.). Such proof-of-performance test points shall be balanced to represent all geographic areas served by the cable system. Within each mechanically continuous set of cables, at least one-third of the test points shall be representative of subscriber terminals most distant from the system input in terns of cable length. The measurements may be taken at convenient monitoring points in the cable network: Provided, that data shall be included to relate the measured performance of the system as would be viewed from a nearby subscriber terminal. An identification of the instruments, including the makes, model numbers, and the most recent date of calibration, a description of the procedures utilized, and a statement of qualifications of the person performing the tests shall be set forth.

(2) Proof-of-performance tests. to determine the extent to which a cable television system complies with the standards set forth in §76.605(a)(3), (4), and (5) shall be made on each of the NTSC or similar video channels of that system. Proof-of-performance tests for all other standards in §76.605(a) shall be made on a minimum of four (4) channels plus one additional channel for every 100 MHz, or fraction thereof, of cable distribution system upper frequency limit (e.g., 5 channels for cable television systems with a cable distribution system upper frequency limit of 101 to 216 MHz; 6 channels for cable television systems with a cable distribution system upper frequency limit of 217-300 MHz; 7 channels for cable television systems with a cable distribution upper frequency limit of 300 to 400 MHz, etc.). The channel selected for testing must be representative of all the channels within the cable television system.

(3) The operator of each cable television system shall conduct semi-annual proof-of-performance tests of that system, to determine the extent to which system complies with the technical standards set forth in §76.605(a)(4) as follows. The visual signal level on each channel shall be measured and recorded, along with the date and time of the measurement, once every six hours (at intervals of not less than five hours or no more than seven hours after previous measurement), to include the warmest and the coldest times, during 24-hour period in January or February and in July or August.

(4) The operator of each cable television system shall conduct triennial proof-of-performance tests of that system to determine the extent to which system complies with the technical standards set forth in §76.605(a) (11).

(c) Successful completion of the performance tests required by paragraph (c) of this section does not relieve the system of the obligation to comply with all pertinent technical standards at all subscriber terminals. Additional tests, repeat tests, or tests involving specified subscriber terminals may be required by the Commission or the local franchiser to secure compliance with the technical standards.

(d) The provisions of paragraphs (c) and (d) of this section shall not apply to any cable television system having fewer than 1,000 subscribers: Provided, however, that any cable television system using any frequency spectrum other than that allocated to over-the-air television and FM broadcasting (as described in §73.603 and §73.210) is required to conduct all tests, measurements and monitoring of signal leakage that are required by this subpart. A cable television system operator complying with the monitoring, logging and the leakage repair requirements of §76.614, shall be considered to have met the requirements of this paragraph. However, the leakage log, shall be retained for five years rather than the two years prescribed in §76.614.

NOTE 1 TO §76.601: Prior to requiring any additional testing pursuant to § 76.601(c), the local franchising authority shall notify the cable operator who will be allowed thirty days to come into compliance with any perceived signal quality problems which need to be corrected. The Commission may request cable operators to test their systems at any time.

NOTE 2 TO §76.601: Section 76.1717 contains recordkeeping requirements for each system operator in order to show compliance with the technical rules of this subpart.

NOTE 3 TO §76.601: Section 76.1704 contains recordkeeping requirements for proof of performance tests.

* * * * *

§76.605 Technical Standards.

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

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in CEA-542-B: "Standard: Cable Television Channel Identification Plan," (Incorporated by reference, *see* § 76.602).

(2) The aural center frequency of the aural carrier must be 4.5 MHz ±5 kHz above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of 0.00662(Z) millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (e.g., 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc* .); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (e.g., baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

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

(7) The ratio of RF visual signal level to system noise shall not be less than 43 decibels. For class I cable television channels, the requirements of this section are applicable only to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Frequencies	**Signal leakage limit (micro-volt/meter)**	**Distance in meters (m)**
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

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

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

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

NOTE 3: The requirements of this section shall not apply to devices subject to the TV interface device rules under part 15 of this chapter.

NOTE 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal.

Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

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

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

* * * * *

§76.606 Closed Captioning.

(a) The requirements for closed captioning are as follows:

(i) As of [90 days following publication in the Federal Register], the operator of each cable television system shall not take any action to remove alter closed captioning data contained on line 21 of the vertical blanking interval; and

(ii) As of July 1, 1993, the operator of each cable television system shall deliver intact closed captioning data contained on line 21 of the vertical blanking interval, as it arrives at the headend or from another origination source, to subscriber terminals and (when so delivered to the cable system) a format that can be recovered and displayed by decoders meeting § 15.119 of the Rules.

* * * * *

§76.1713 Complaint Resolution.

Cable system operators shall establish a process for resolving complaints from subscribers about the quality of the television signal delivered. Aggregate data based upon these complaints shall be made available for inspection by the Commission and franchising authorities, upon request. These records shall be maintained for at least a one-year period.

NOTE 1 TO §76.1713: Prior to being referred to the Commission, complaints from subscribers about the quality of the television signal delivered must be referred to the local franchising authority and the cable system operator.

CABLE SYSTEM SPECIFICATIONS, continued:

<u>Stereo Pass-Through</u>:

The Cable System shall be capable of cablecasting all Signals transmitted in stereo (NTSC format).

EXHIBIT 7

City of Somerville - Video Return Lines in Public Buildings

# in 2003 License List	Location
	City Hall, 93 Highland Avenue, Somerville,02143
2.	Communications Edit Room
3.	Communications Main Office
8.	Mayor's Office (2nd floor)
11.	BOA Transmission Room
	Dept. of Public Works, 1 Franey Road 02145
13.	Commissioner's Conference Room
14.	Trum Field telephone pole, mid-field
	Tufts Administration Building. 167 Holland Street, 02144
19.	Council on Aging, large meeting room
	Public Safety Building, 220 Washington Street, 02143
29.	Room 209 (Academy room) – Conference Room (2nd floor)
	Somerville Community Access Television, 90 Union Square, 02143
31.	Members Lounge
32.	Control Room
	Somerville Central Library, 79 Highland Avenue, 02143
34.	Auditorium (1st floor)
	Somerville High School, 89 Highland Avenue, 02143
74.	B226 Headmaster's Office
80.	B235 (daily a.m. bulletins)
83.	Auditorium back wall
86.	Auditorium balcony
151.	D197 tv control room
	East Somerville Community School, 115 Pearl Street, 02145
182.	Auditorium
	Dilboy Stadium,110 Alewife Brook Parkway, 02144
NEW	Location TBD
	Veterans Memorial Rink, 570 Somerville Avenue, 02143
NEW	Location TBD

EXHIBIT 8

FREE DROPS AND MONTHY SERVICE TO PUBLIC BUILDINGS

The following public buildings and non-profit organizations shall receive the following Drops and/or Outlets and the monthly Basic Service at no charge:

Free Drops to Public Buildings

Somerville City Hall and City Hall Annex
Department of Public Works
Central Library
West Branch Library
East Branch Library
Somerville Youth Program
Cross Street Elderly Center
Ralph and Jenny Center
Public Safety Building
Tufts Administration Building
Recreation Commission
Fire Department Headquarters
Engine Three
Engine Four
Engine Six
Engine Seven
Somerville Housing Authority
Somerville Community Access Television
Boys and Girls Club
City of Somerville School Department HQ
Traffic and Parking
Brady Tower
Bryant Manor
Capen Court
Ciampa Manor
Clarendon Hill
Hagan Manor
Highland Garden
James J. Corbett
Mystic River
Mystic View
Weston Manor
Properzi Way
Police Substation East
Police Substation West
Tufts University Olin Center at the TAB Bldg.
Tufts University Mayer Center

EXHIBIT 9

FREE DROPS, OUTLETS AND SERVICE TO PUBLIC SCHOOLS

Free Drops to Public Schools

Brown School
Capuano Early Education Center
Cummings School
East Somerville Community School
Edgerly School
Full Circle High School
Healey School
Kennedy School
Argenziano School at Lincoln Park
Next Wave Junior High School
West Somerville Neighborhood School
Winter Hill Community School
Somerville High School

EXHIBIT 10

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

Section

10.01 Billing Practices Notice
10.02 Services Rates and Charges Notice
10.03 Form of Bill
10.04 Advance Billing and Issuance of Bills
10.05 Billing Due Dates, Delinquency, Late Charges and Termination of Service
10.06 Charges for Disconnection or Downgrading of Service
10.07 Billing Disputes
10.08 Security Deposits

10.01 Billing Practices Notice

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

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

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

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

10.02 Services Rates and Charges Notice

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

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

the old and new rate or charge and, if applicable, the old and new programming services provided.

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

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

(5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

(6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where is shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

(7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03 Form of Bill

(1) The bill shall contain the following information in clear, concise and understandable language and format:

(a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill and or subscribers rights under 207 CMR 10.07 in the event of a billing dispute;
(b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service,
(c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
(d) separate itemization of each rate or charge levied or credit applied, including but not be limited to basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
(e) the amount of the bill for the current billing period, separate from any prior balance due,

(f) the date on which payment is due from the subscriber.

(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:

(a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
(b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
(c) The amount of any other fee, tax, assessment. or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

(3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04 Advance Billing and Issuance of Bill

(1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.

(2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.

(3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

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

(1) Subscriber payment is due on the date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.

(2) A subscriber account shall not be considered delinquent unless payment has received by the company at least 30 days after the bill due date.

(3) The following provisions shall apply to the imposition of late charges on subscribers

(a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been

given at least eight business days from the date of delinquency to pay the balance due.

(b) A charge of not more than 5% of the balance due may be imposed as a one-time late charge.

(c) No late charge may be assessed on the amount of a bill in dispute.

(4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.

(5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

(6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06 Charges for Disconnection or Downgrading of Service

(1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:

(a) A subscriber requests total disconnection from cable service; or

(b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.

(2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07 Billing Disputes

(1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.

(2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.

(3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4)

(4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

(5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute the Commission may receive either written or oral statements from the parties and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08 Security Deposits

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

(3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

REGULATORY AUTHORITY

207 CMR 10.00: 47 U.S.C. § 552, M.G.L. c. 166A, §§ 2A. 3, 5(1), 10. 16 and 17.

EXHIBIT 11

FCC CUSTOMER SERVICE OBLIGATIONS

§76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

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

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

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

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

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

(1) *Cable system office hours and telephone availability* —

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

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

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

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

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

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

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

(2) *Installations, outages and service calls.* Under normal operating conditions, each of the following four

standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

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

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

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

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

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

(3) *Communications between cable operators and cabie subscribers* —

(i) Notifications to subscribers –

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

(1) Products and services offered;

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

(3) Installation and service maintenance policies

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

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

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

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

(ii) Billing —

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all

activity during the billing period, including optional charges, rebates and credits.

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

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

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

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

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

(4) *Definitions* —

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

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

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

EXHIBIT 12

GROSS ANNUAL REVENUES REPORT FORM

Company: ***Comcast***

Municipality: ***Somerville***

Revenue Period: Calendar Year:_____ Quarter: _____

I. Composition of Total Revenues Subject to License Fee:

A. Subscriber Revenues

Total Billing Category	Less Revenue Received	Revenue Revenue Excluded from Fee	Subject to License Fee
Basic Service			
Expanded Service Tier(s)			
Pay Programming			
Additional Outlets			
Converter			
Installations			
Collection Charges			
Late Charges			
Commercial (monthly)			
Other (specify)			
Pay-Per-View			
Cable Modem Revenues			
Advertising Revenues			
Home Shopping Revenues			
Other Revenues			
Revenue Adjustment (specify)			

Computation of License Fee Payable

Revenue Subject to Assessment (this period) _____

Multiplied by License Fee of 5% _____

Total License Fee Due _____

Less: Prior Year (overpayments) underpayment _____

EXHIBIT 13

N/A

EXHIBIT 14

N/A

EXHIBIT 15

CABLE DIVISION FORM 500

(See Attached

Form 500 Complaint Data - Paper Filing

City/Town:

Filing Year:

Number of Subscribers:

Cable Company:

Address:

Address:

Contact:

Phone: **E-Mail:**

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

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

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