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May 23, 2006

***VIA OVERNIGHT MAIL***

Mr. Howard Horton  
Counselor at Law  
c/o Bay State College  
122 Commonwealth Ave.  
Boston, MA 02116

***Re: Quincy Cable Television Renewal License***

Dear Attorney Horton:

Enclosed please find four (4) fully executed originals of the Cable Television Renewal License between the City of Quincy and Comcast of Massachusetts I, Inc. As you know, the term is for a ten (10) year period, which will commence on June 25, 2006 and expire at midnight on June 24, 2016.

If you have any questions, please feel free to contact me at 603.695.1492.

Sincerely,

Denise Mason  
Franchising Coordinator

/dmm

Enc.

cc: Mayor Wm. Phelan – c/o Quincy City Hall *(cover letter only)*  
Cable Advisory Committee, c/o Quincy City Hall  
Brian Merrick - Massachusetts Cable Television Division Municipal Liaison  
Nick Leuci – Comcast Vice President of Franchising & Community Relations *(5<sup>th</sup> original)*  
Lou Russo – Comcast Sr. Director of Government & Community Relations *(6<sup>th</sup> original)*  
Jim White – Comcast Manager of Government & Community Relations  
Comcast Local Accounting Department  
Comcast Corporate Government Affairs Department



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

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## **INTRODUCTION**

WHEREAS, Comcast of Massachusetts I, Inc. (hereinafter "Comcast" or "Licensee") is the duly authorized holder of a license to operate a Cable System in the City of Quincy, Massachusetts (hereinafter the "City"), said license having originally commenced on June 25, 1996, as originally issued to Continental Cablevision of Massachusetts, Inc.

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated August 25, 2003, in conformity with the Cable Communications Policy Act of 1984, and Licensee filed a renewal proposal dated January 2, 2006.

WHEREAS, there has been an opportunity for public comment and both parties conducted ascertainment to ascertain the future cable-related needs of the community, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Mayor, as the Issuing Authority, finds that Comcast has complied with the terms of the existing license and that the renewal of Licensee's license is appropriate;

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

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions, as set forth herein.

**ARTICLE 1  
DEFINITIONS**

**Section 1.1 - DEFINITIONS**

For the purpose of this License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. Sections 521 et seq. (the "Cable Act"), and Massachusetts General Laws, Chapter 166A (M.G.L. c.166A), as amended from time to time. The following words, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(a) Affiliate - Any person or entity who or which directly or indirectly controls or owns an interest in the Licensee; any person which Licensee directly or indirectly controls and in which Licensee owns an interest; and, any person directly or indirectly subject to control and owned in whole or in part by a person who or which directly or indirectly controls and owns an interest in Licensee; provided, however, that this definition shall not be deemed to apply to any programming service provided by an Affiliate carried on the normal course of business.

(b) Basic Cable Service - The lowest tier of Cable Service distributed over the Cable System which shall include all Public, Educational and Governmental ("PEG") Access channel(s) and all broadcast channels, if any, required to be carried on Basic Service pursuant to federal law. Licensee may market said service tier under a brand name that may change from time to time.

(c) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et seq., amending the Communications Act of 1934, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996), and as may be further amended in the future.

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

(e) Cable Communications System or Cable System - The facility owned, constructed, installed, operated and maintained by Licensee in the City of Quincy consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designated to provide Cable Service which includes Video Programming and which is provided to multiple subscribers within the City, as defined in accordance with the Cable Act and other Non-Cable Services, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with Section 653 of Title VI of the Cable Act; or, (e) any facilities of any electric utility used solely for operating its electric utility systems.

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

(g) City - The City of Quincy, Massachusetts.

(h) Drop - The coaxial cable that connects each home or building to the feeder line of the Cable System or Video Return Line in accordance with 76 CFR Section 76.309(c)(2)(i).

(i) Educational Access Channel - The specific channel owned by Licensee and designated by Licensee for use by the City of Quincy and educational organizations and institutions in the City such as public or private schools (but not home schools), community colleges and universities for non-commercial educational programming or information.

(j) Effective Date - June 25, 2006

(k) FCC or Commission - The Federal Communications Commission, or any successor agency.

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

(m) Government Access - The specific channel owned by Licensee and designated by Licensee for use by governmental entities in the City of Quincy, including the Issuing Authority and its designees, for non-commercial governmental programming or information as determined by the Issuing Authority and in accordance with 47 U.S.C. Sec. 531 and the terms hereof.

(n) Gross Annual Revenues - Revenue received by the Licensee, calculated in accordance with generally accepted accounting principles, from the provision of Cable Services over the Cable System within the City of Quincy, including, without limitation: Basic Cable Service monthly fees and all other Cable Service fees and charges; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all commercial subscriber revenues; fees paid for channels designated for commercial use; and rentals, leases or sales of converters, remote control and other equipment that relate to the operation of the Cable System, and advertising and home shopping revenues. Gross Annual Revenues shall not include any fee or tax on services furnished by Licensee and paid to any governmental entity and collected by Licensee on behalf of such entity. Gross Annual Revenues shall be adjusted for reductions to cash receipts, such as refunds, credit adjustments and bad debts.

(o) Information Services - Shall be defined herein as defined in Section 3(20) of the Communications of 1934, as amended.

(p) Issuing Authority - The Mayor of the City of Quincy, Massachusetts.

(q) Leased Channel - Any channel available for lease for commercial programming by persons other than Licensee subject to and in accordance with 47 U.S.C. Section 532.

(r) Licensee - Comcast of Massachusetts I, Inc. or any successor or transferee in accordance with the terms and conditions in this License.

(s) Licensee Fee - The payments to be made by the Licensee to the City of Quincy, which shall have the meaning set forth in M.G.L. Chapter 166A, Section 9.

(t) License - The Renewal Cable Television License granted herein.

(u) Multichannel Video Programming Distributor - An entity engaged in the business of making available for purchase, by subscribers or customers, multiple channels of video programming, including but not limited to, a cable operator, a multichannel multipoint

distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor and a satellite master antenna television system operator.

(v) Non-Cable Services - Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the franchise area including, but not limited to, Information or Telecommunications Services.

(w) Pay Cable or Premium Cable Services - Programming delivered for a fee or charge to Subscribers on a per-channel basis or as a package of services, in addition to the charge or fee from Basic Broadcast Service and for any other such tier as may be recognized pursuant to applicable law.

(x) Public Access Channel - The specific channel owned by Licensee and designated by Licensee for use by residents of the City of Quincy and organizations serving the City of Quincy, and the use thereof to present non-commercial access programming in accordance with 47 U.S.C. 531 and the terms herein.

(y) Public Buildings - Those buildings owned or leased by the Issuing Authority for governmental administrative purposes and shall not include buildings owned by the Issuing Authority but leased to third parties or buildings such as storage facilities at which governmental employees are not regularly situated.

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

(aa) Signals - Any transmission of electromagnetic or optical energy, which carries Cable Service audio and video programming from one location to another.

(bb) Standard Installation - The standard one hundred and twenty-five foot (125') Drop connection to the existing distribution system.

(cc) Subscriber - A person or user of the Cable System who lawfully receives Cable Service with the Licensee's express permission.

(dd) Telecommunications - Shall be defined as defined in Section 3(43) of the Communications Act of 1934, as amended.

(ee) 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 LICENSE**

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to the terms and conditions set forth herein, the Mayor, as the Issuing Authority of the City, hereby grants a non-exclusive cable television license to Licensee, authorizing and permitting Licensee to own, construct, upgrade, install, operate and maintain a Cable Communications System within the Public Way within the corporate limits of the City of Quincy.

**Section 2.2 – RIGHTS AND PRIVILEGES OF LICENSEE**

(a) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System, including such lines, cable, fiber optic, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System, in, under, over, along, across or upon the Public Ways of the City of Quincy within its municipal boundaries and subsequent additions thereto, including property over which the City has a sufficient easement or right-of-way for the purpose of Cable System reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services, and other services customarily provided by a cable operator subject to and in accordance with all applicable laws. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) Pursuant to M.G.L. c. 166, Sections 22-25, permission is hereby granted to the Licensee to attach or otherwise affix, including but not limited to, cables, wires, or optical fibers comprising the Cable Communications System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public

utility companies to affix the cables and/or wires to their poles and conduit facilities. By virtue of this License, the City grants Licensee equal standing with electric power and telephone utilities in the manner of placement of facilities on Public Ways.

### **Section 2.3 – APPLICABLE LAW**

This License is granted under and in compliance with Chapter 166A of the General Laws of Massachusetts and all other general laws and acts of the Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the Commission, as amended, and all other lawful municipal, state and federal rules and regulations in force and in effect during the period for which this License is granted. This License is subject to all rules and regulations of the Cable Division. Any reference herein to federal and state law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the License term.

### **Section 2.4 - TERM OF RENEWAL LICENSE**

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on June 25, 2006 and shall terminate at midnight on June 24, 2016.

### **Section 2.5 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE**

To the extent required by M.G.L. c. 166A, Section 7, and the regulations of the Cable Division promulgated thereunder, this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding the such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application therefore as provided by the Cable Division and on the forms prescribed by the Cable Division. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee. This section is not intended to prevent the Licensee from conducting intra-corporate transfers of this License or the Licensee to a company owning, owned by, or under common ownership with Licensee.

**Section 2.6 – NON-EXCLUSIVITY OF LICENSE**

(a) The Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses to other Cable Service providers within the City for the right to occupy the Public Ways to provide Cable Service within the City; provided, however, that no such license agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to: Franchise Fees; insurance; system build-out requirements; video return lines; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; and, required reports and related record keeping. If any such additional or competitive franchise is granted by the Issuing Authority which, in the reasonable opinion of the Licensee, contains more favorable or less burdensome terms or conditions than this License, the Issuing Authority agrees that it shall amend this License Agreement, within ninety (90) days of the execution date of said granted competitive franchise, to include more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television franchise is filed with the Issuing Authority proposing to serve the City of Quincy, in whole or in part, the Issuing Authority shall serve or require to be served a copy of such application, within fourteen (14) days of receipt of such application, upon any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

(c) The issuance of any cable license(s) shall be subject to all applicable current and future federal and state laws, including those concerning cable franchising, and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Distributor(s), which is/are not in any way an Affiliate of the Licensee, provides Video Programming to residents of the City of Quincy, and is not required by applicable law to be licensed by the Issuing Authority, and the Licensee reports to the Issuing Authority, in writing, that the providing of such Video Programming is having a substantial negative financial impact upon the Licensee's Cable System operations in the City and the Licensee further requests in writing that the Issuing Authority convene a public hearing on the issue, the Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Licensee.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.

(ii) Should the Licensee demonstrate that the Video Programming of such Multichannel Video Programming Distributor is having a substantial negative financial impact upon the Licensee's Cable System in the City, the Issuing Authority shall make equitable amendments to this License within ninety (90) days of the public hearing.

#### **Section 2.7 – POLICE AND REGULATORY POWERS**

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

#### **Section 2.8 – REMOVAL OR ABANDONMENT**

The parties shall be subject to applicable state and federal laws regarding removal and abandonment of the Cable System including but not limited to 47 U.S.C. 547 and M.G.L. Ch. 166.

**ARTICLE 3  
SYSTEM DESIGN, CONSTRUCTION & OPERATION**

**Section 3.1 – RESIDENTIAL CABLE SYSTEM**

The Licensee shall continue to maintain a Cable Communications System fully capable of carrying a minimum of seventy-seven channels of Video Programming to the City's subscribers.

**Section 3.2 – CONSTRUCTION MAPS**

Upon written request, the Licensee shall file with the City accurate strand maps not more than once annually.

**Section 3.3 – AREA TO BE SERVED [SEE G.L. c. 166A §3(a)]**

(a) The area to be served shall be the entire City of Quincy, served as of the Effective Date. Service shall be provided to every residential dwelling unit occupied by a person requesting Cable Service, provided that Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. However, Licensee shall not be obligated to extend the Cable Communications System into any area where there are fewer than thirty (30) dwelling units per aerial strand mile of cable and sixty (60) dwelling units per underground mile of cable, calculated from the last dwelling unit toward the end of the nearest trunk line. With respect to areas of the City where residential dwelling units are not currently located, but which could only be served in the future from an abutting municipality served by Licensee, Licensee shall have the option to serve such areas from its cable system in such abutting municipality.

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

**Section 3.4 – INSTALLATION OF SERVICE TO RESIDENTIAL DWELLINGS:  
STANDARD DROP**

Installation costs shall conform with the 1992 Cable Consumer Protection Act, and regulations thereunder. Any dwelling unit within one hundred and twenty-five feet (125 ft.) aerial or one hundred and twenty-five feet (125 ft.) underground of the distribution cable shall be entitled to a Standard Installation rate, provided no trunk or distribution system (excluding drops) construction is required and provided the subsurface is not a hard surface or one that requires boring through flower bedding or rock or similar hard surface (i.e., concrete, asphalt, etc). Installations of more than one hundred and twenty-five feet (125 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by Licensee in accordance with applicable federal and state laws. For installations of more than one hundred twenty-five feet (125') not involving a hard surface, the first one hundred twenty-five feet (125') shall be at the Standard Installation rate. The timing of any non-standard installations will be weather permitting and will be subject to six to twelve months' preparation and budgeting by Licensee.

**Section 3.5 - SERVICE TO PUBLIC BUILDINGS**

The Licensee shall maintain the current level of existing active Drops, outlets and Basic Cable Service, at no charge to the City, to all the Public Buildings and public schools listed in Exhibit A in existence as of the Effective Date. Nothing in this section shall require Licensee to move existing Drops or outlets as listed in Exhibit A, or install for free an additional Drop or outlet to any public building which already has a free Drop or outlet. Licensee shall provide one (1) Drop, outlet and Basic Cable Service at no charge to all new Public Buildings and public schools, along the distribution plant of the Cable System. The Issuing Authority or its designee shall consult with a representative of Licensee to determine the appropriate location for each Drop. Service connections will be made to the demarcation point in the interior headend or wiring closet location as determined by the building contact person. Interior wiring or networking is the responsibility of the building owner. Additional or relocated Drops, or hardline connections shall be installed by the Licensee subject to payment of by the City of the Licensee's actual costs of installation plus a reasonable rate of return, in accordance with applicable law.

**Section 3.6 – EMERGENCY ALERT**

The Licensee will adhere to any emergency notification standards in accordance with applicable Commission Emergency Alert System (“EAS”) regulations and applicable Massachusetts Emergency Management Agency regulations, if any.

**Section 3.7 – STANDBY POWER**

The Licensee shall maintain standby power at the headend facility and any sub-headend facilities servicing the City. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply.

**Section 3.8 – TREE TRIMMING**

The Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee. The Licensee shall avoid unnecessary damage to trees whether on public or private property in the City and shall cut or otherwise prune such trees only to the least extent necessary. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City.

**Section 3.9 – UNDERGROUND WIRING OF UTILITIES**

In areas of the City having all of the public or municipal utility (if any) telephone lines and electric lines underground, whether required by ordinance or not, all of Licensee’s cable and wires shall be underground, provided that the underground locations are capable of accommodating the Licensee’s cable and other equipment without technical degradation of the Cable System’s signal quality. At such time as these facilities are placed underground by the telephone and electric utility companies upon requirement by the City, the Licensee shall likewise place its facilities underground (pursuant to M.G.L. c. 166 and subject to applicable laws regarding the taking of property and/or compensation therefore); provided, however, that if any utility in the City is compensated for such undergrounding the Licensee also shall be so compensated. In any area of the City where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Licensee shall have the discretion to construct, operate and maintain all of its transmission and distribution facilities,

or any part thereof, aerially or underground. Nothing in this section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

### **Section 3.10 – PEDESTALS AND VAULTS**

In any cases in which vaults, housing passive devices or pedestals are to be utilized, in the City Public Ways or within the City public layout, such equipment must be in accordance with applicable lawful Public Works Department, or similar department, regulations; provided, however, that Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile ground mounted electronic control box, at City approved locations to be determined when Licensee applies for an underground permit, which shall not be unreasonably denied.

### **Section 3.11 – PRIVATE PROPERTY**

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

### **Section 3.12 – RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, surface, sidewalk or other improvement of any Public Way or public place, it shall be replaced and the surface restored in as good condition as possible as before entry as soon as possible, subject to approval of Department of Public Works, provided that such approval is a requirement of general applicability and not specific to Licensee or cable television operators. If the Licensee fails to make such restoration within a reasonable time, the City may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the City may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon written demand by the City.

**Section 3.13 – COOPERATION WITH BUILDING MOVERS**

The Licensee shall, upon ninety (90) days written request of any person holding an appropriate permit issued by the City, temporarily raise or lower its lines to permit the moving of any building or other structure, so long as other comparable utilities are subject to similar requirements. The expense of such raising or lowering shall be in accordance with applicable law or if applicable law does not specify such expense, shall be paid by the party requesting such relocation. The Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

**Section 3.14 – RELOCATION OF FACILITIES**

The Licensee shall, at its expense, temporarily or permanently disconnect and relocate in the same street or other public rights-of-way, or shall remove from any street or public right-of-way or public place any part of the Cable System when required by the City for good reason, such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, Licensee shall be treated the same as other affected utilities. The Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

**Section 3.15 – SERVICE INTERRUPTION; REBATES**

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use. Licensee shall notify subscribers if, at any time, they are eligible for a rebate under applicable law.

**Section 3.16 – CONSTRUCTION AND MAINTENANCE STANDARDS**

(a) The Licensee shall construct, maintain and operate the Cable System and render service to Subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall be in conformance with the applicable provisions of the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Cable Division and the Commission. Upon

written request of the Issuing Authority, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the City.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the City, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

### **Section 3.17 - DIG SAFE**

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

### **Section 3.18 – RIGHT OF INSPECTION**

(a) In the event the Issuing Authority has reason to believe that Licensee is in non-compliance with respect to the construction, maintenance or operation of the Cable System, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times on reasonable notice to Licensee. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with Licensee’s operations or the performance of the Cable System.

(b) Any inspections 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 written notification to the Licensee of the City’s intention to conduct any inspection.

### **Section 3.19 – 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, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the City shall have the right to do so without cost or expense to the City; provided, however that, wherever possible, the Issuing Authority gives Licensee advance written notice and the ability to relocate wires, cable or

other equipment. Licensee shall have the right to seek reimbursement under any applicable insurance or government program providing for reimbursement.

**ARTICLE 4  
RATES AND PROGRAMMING**

**Section 4.1 – INITIAL PRICES**

The initial prices for all programming, installation and equipment which are in effect on the Effective Date are listed in Exhibit D of this Renewal License. These prices are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

**Section 4.2 – PROGRAMMING CATEGORIES**

In accordance with applicable law, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit C. Pursuant to federal law, all Video Programming decisions, excluding PEG Channels required by Article 5 of this License, are at the sole discretion of the Licensee.

**Section 4.3 – PROGRAMMING TIERS**

The initial programming and services offered by Licensee are listed in Exhibit E, attached hereto. The schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

**Section 4.4 – LEASED ACCESS**

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.

**Section 4.5 – STEREO TV TRANSMISSIONS**

All commercial and satellite signals received by Licensee in stereo shall be cablecast in stereo.

**Section 4.6 – CONVERTER BOX - REMOTE CONTROLS**

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

## **ARTICLE 5**

### **PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS**

#### **Section 5.1 – PEG ACCESS ASCERTAINMENT**

The Issuing Authority and the Licensee agree that the PEG Access provisions in this Article 5 are based on information gathered during ascertainment that was separately conducted by the Issuing Authority and Licensee pursuant to 47 U.S.C. 546(a)(1) and that such ascertainment quantifies the entire known future community needs and interests for PEG Access purposes. The Issuing Authority and Licensee further agree that the provisions in Section 5.2 through 5.7 below will fulfill the City's entire needs and interests with regard to PEG Access programming during the term of the License. If the Issuing Authority grants one or more additional licenses to operate a Cable System in the City, the Issuing Authority shall require each licensee other than Comcast to bear an equitable share of the obligations and costs of PEG Access programming and operations.

#### **Section 5.2 – PEG ACCESS CHANNELS**

(a) The Licensee shall make channel capacity for Public, Educational and Governmental ("PEG") Access in accordance with federal law, 47 U.S.C. 531, and as set forth below. Licensee shall not exercise editorial control over and PEG use of channel capacity, except Licensee may refuse to transmit and public access program or portion thereof that contains obscenity, indecency or nudity pursuant to Section 611 of the Cable Act.

(b) The Licensee shall make available a total of three (3) subscriber network downstream video channels for PEG Access Channels for non-commercial use by the City of Quincy and its residents. The Issuing Authority may designate another entity to assist in the operation of the PEG Access Channels, and will notify Licensee in writing of such appointment. The Issuing Authority or its designee shall be responsible for the rules governing use of the PEG Access Channels. Licensee does not relinquish its ownership of any channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental User – acquires no property interest in the channel so designated, and may not rely on the continued use of a

particular channel number, no matter how long the same channel may have been designated for such use.

(c) In the event the Issuing Authority, the Access Corporation or other PEG Access Users elect not to fully program its channel(s), Licensee may reclaim any unused or fallow time on those channels subject to Issuing Authority rules adopted in accordance with 47 U.S.C. 531(d)(1)(2).

(d) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are transported over the Video Return Lines at standards commensurate with those that apply to the Cable System's commercial channels. The Licensee is not responsible for the quality of the PEG Access programming signal(s). Upon written request, Licensee shall make available a copy of its most recent Proof of Performance tests performed under FCC regulations.

(e) The City and any designee of the City originating PEG Access programming shall release and hold harmless the Licensee at all times for any and all claims, actions and/or proceedings arising out of the actions of the Town or its designee(s) and/or departments in transmitting, conveying or otherwise carrying any program or program material produced and/or cablecast (including but not limited to claims in the nature of libel, slander, invasion of privacy or publicity rights; infringement of common law or statutory copyright; unauthorized use of any trademark, trade name or service mark; breach of contractual or other obligations owing to third parties by the producer or PEG Access User; for any other injury or damage in law or equity which results from the use of a PEG Access facility or channel; or, for failing to transmit, convey or otherwise carry PEG Access Signals on a Video Return Line.

(f) Any Access Corporation designated by the Issuing Authority to originate PEG Access programming shall carry insurance indemnifying Comcast, the City of Quincy and itself from and against any and all claims and liability for injury or damage to persons or property due to risk or peril caused by use of access equipment or facilities managed by the Access Corporation and shall name both Comcast of Massachusetts I, Inc. and the City as additional named insureds. Such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000) for bodily injury or death to any one person or property damage resulting from any one occurrence. The Access Corporation shall insure its equipment for theft, loss and damage.

(g) The insurance policy required by subsection (d) above shall contain the following endorsement: "It is hereby understood and agreed that this policy shall not be cancelled or materially changed until thirty (30) days after receipt by the City of Quincy and Comcast of Massachusetts I, Inc. by certified mail of one (1) copy of a written notice of such intent."

(h) The Access Corporation may require members of the public to assume individual responsibility for any Public Access program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the City, Licensee and Access Corporation harmless for same, subject to Cable Act and FCC requirements. It is the intent of the parties that producers be on notice that neither the Licensee nor the Issuing Authority assume editorial responsibility for such individual's local productions and therefore are not liable for the errors, if any, of such individual local access producers.

(i) On or about the close of its fiscal year, the Access Corporation shall provide the Issuing Authority with an annual report describing studio activity and expenditures, not for Issuing Authority approval, but for Issuing Authority information and advisory consultation. Upon request from Licensee said report shall be annually copied to Licensee after filing with Issuing Authority.

### **Section 5.3 – PEG ACCESS SUPPORT**

Licensee shall make semi-annual Franchise Fee payments of three percent (3.0%) of its Gross Annual Revenues for the support of PEG Access programming for the period. Licensee shall make the payments to Quincy Telecommunications Corporation, Inc. (known as Quincy Access Television – "QATV"). The first payment shall cover the period of June 25, 2006 through December 31, 2006 and shall be made on or before March 1, 2007. Subsequent payments covering the periods of January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup> shall be made within sixty (60) days of the close of the respective six-month period. The final payment covering the period January 1, 2016 through June 24, 2016 shall be made on or before September 1, 2016. From the second payment due within sixty (60) days of June 30, 2007 for the period ending June 30, 2007, Licensee may deduct the advance Franchise Fee payment for GEAP provided pursuant to Section 5.4(c), plus interest at the prime rate of the Chase Manhattan Bank. QATV shall not use the payments for commercial purposes or to compete with the Licensee's businesses, and shall not give any portion of the payment(s) to a competing third

party. In no event shall the total Franchise Fee paid by Licensee exceed five percent (5%) of Licensee's Gross Annual Revenues for any given payment period.

**Section 5.4 – FUNDING FOR GOVERNMENTAL AND EDUCATIONAL TELECOMMUNICATIONS**

(a) Licensee shall make semi-annual Franchise Fee payments of one and three-quarters percent (1.75%) of its Gross Annual Revenues to the City or its designee for the purpose of promoting Governmental and Educational Access Program ("GEAP"). The first payment shall cover the period June 25, 2006 through December 31, 2006 and shall be made on or before March 1, 2007. Subsequent payments covering the periods of January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup> shall be made within sixty (60) days of the close of the respective six-month period. The final payment covering the period January 1, 2016 through June 24, 2016 shall be made on or before September 1, 2016. The City and/or its designated Access Corporation shall not use the payments for commercial purposes or to compete with the Licensee's businesses, and shall not give any portion of the payment(s) to a competing third party. In no event shall the total Franchise Fee paid by Licensee exceed five percent (5%) of Licensee's Gross Annual Revenues for any given payment period.

(b) Payments made pursuant to subsection (a) above shall be used to support the operation and utilization of government and education access programs and cable-related activities centered around use of the Cable System as determined by the Issuing Authority.

(c) Within sixty (60) days of the Effective Date, the Licensee shall provide an advance payment in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000) to the City for the purpose of supporting the GEAP. This payment shall be an advance against the second Franchise Fee payment by Licensee in support of PEG Access to QATV pursuant to Section 5.3 due sixty days after June 30, 2007, and will be deducted from said second payment.

**Section 5.5 – SUPPORT OF PEG ACCESS PROGRAMMING THROUGH PUBLIC LIBRARY**

To further development of PEG Access programming through the Quincy Public Library, Licensee shall provide semi-annual Franchise Fee payments to the City of one-quarter of one percent (0.25%) of Licensee's Gross Annual Revenues. The first payment shall be made no later than March 1, 2007 for the period of June 25, 2006 through December 31, 2006. Thereafter,

Licensee shall provide semi-annual payments based on Gross Annual Revenues for the previous two calendar quarters (half year). Payments for the periods from January 1<sup>st</sup> through June 30<sup>th</sup> shall be due no later than September 1<sup>st</sup>. Payments for the periods from July 1<sup>st</sup> through December 31<sup>st</sup> shall be due no later than March 1<sup>st</sup>. The final payment for the period January 1, 2016 through June 24, 2016 shall be made no later than September 1, 2016. The payments under this section shall be considered as part of Licensee's Franchise Fee commitments and shall be included in the Franchise Fee for purposes of any applicable federal limitation on Franchise Fees, provided that in no event shall the total Franchise Fee paid by Licensee exceed five percent (5%) of Licensee's Gross Annual Revenues for any given payment period.

#### **Section 5.6 – REPORT OF DISBURSEMENTS**

(a) Annually, on or before March 15<sup>th</sup>, QATV shall prepare, and submit to the Licensee on request, a written report showing actual disbursements made of the funds provided by the Licensee to support PEG Access programming pursuant to Section 5.3 herein. Said report shall explain in detail the allocation of funds, and a justification of the use of the funds.

(b) Annually, on or about March 15<sup>th</sup> of each year following the Execution Date of this Renewal License, the City shall prepare a report specifying in detail how payments received pursuant to Sections 5.4(a) and 5.4(c), and 5.5 were spent in the previous calendar year and providing an overview of the activities of the GEAP and the development of PEG Access programming through the Quincy Public Library. The City shall provide a copy of the report to the Licensee upon written request.

(c) If upon review of the reports provided by QATV and/or the City, the Licensee finds that any use of the funds by QATV or the City has not been directly related to PEG Access or, in the case of GEAP directly related to the use of the Cable System, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree, the Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's

determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG Access, GEAP support or Quincy Public Library support corresponding to the amount subject to dispute, until such time as safeguards are in place to assure the appropriate use of the funds.

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

### **Section 5.7 – VIDEO ORIGINATION CAPABILITY & VIDEO RETURN LINES**

(a) The Cable System shall be capable of cablecasting from the video origination locations specifically listed on Exhibit B, hereto. Licensee shall maintain and operate the existing Video Return Lines from the origination sites on Exhibit B to the headend. Each PEG Access Channel shall have the ability to transmit upstream over the Video Return Lines to the headend.

(b) Licensee shall maintain and operate existing Video Return Lines to the sites specifically listed on Exhibit B for return or upstream video and audio purposes for the term of this License, subject to the City being responsible for end-user equipment and Licensee being responsible for the underlying distribution plant as set forth further herein. The Video Return Lines cannot be interconnected to other video providers. In the event the Issuing Authority issues additional cable television licenses and requiring carriage of PEG Access programming or GEAP programming supported by this License, the entire cost of obtaining such programming from the actual origination points, without interconnection with, or use of, Licensee's facilities, shall be borne by the additional licensees.

(c) Licensee shall continue to be responsible for providing, maintaining and replacing as needed equipment located at the headend or hubsite for the operation and automated switching of the three PEG Access Channels.

(d) The Access Corporation shall be responsible for providing, maintaining and replacing modulators at remote sites with origination capability, and for any manual switching that may be required. Any manual switching at the origination points required to facilitate said programming shall be the responsibility of the Access Corporation, however, Licensee shall be responsible for automated switching at the hubsite and Licensee shall be paid an hourly rate for manual

switching within the headend or hubsite if manual switching is required and necessary, and subject to availability of Licensee's staff.

(e) The City and/or its designee or the Access Corporation shall be responsible for end user equipment up to the output of the modulator at the user location at each video origination location as specifically listed on Exhibit B.

(f) Licensee may require access to the modulator for the purpose of testing and/or adjusting output levels of the modulator and Licensee shall test and adjust the output levels as reasonably needed, however, Licensee may require the City or its designee or the Access Corporation, as applicable, to first test and determine if end-user equipment is the source of apparent signal problems, if any.

(g) Public use of the access facilities and channels shall be on a non-discriminatory basis subject to non-discriminatory and customary station scheduling practices and lawful standards.

(h) Unless otherwise provided herein, the City, the Access Corporation and their PEG Access producers and users shall be solely responsible for any and all end user terminal interface equipment including but not limited to modulators, demodulators and associated video production equipment. The demarcation point between the City's and/or Access Corporation's equipment and the Licensee's equipment shall be defined as the output of the modulator at each video origination point. The Licensee shall be responsible for any headend, Video Return Line hub site or other equipment necessary to make the Video Return Lines function as provided herein, including responsibility for the underlying I-Net or distribution cables, wires, amplifiers and automated switching equipment and other equipment located at the headend or hub. Any manual switching at the origination points required to facilitate said programming shall be the responsibility of the Issuing Authority, its designee, or the Access Corporation, as applicable, however, Licensee shall be responsible for automated switching at the headend or hubsite.

(i) The Licensee shall be responsible for equipment to enable the Video Return Lines to interact with the Subscriber Network such that transmissions sent upstream to the headend via the I-Net channel and downstream on an Access Channel. Licensee shall continue to be responsible for the demodulators for the PEG Access Channels located at the hubsite or headend.

(j) The Licensee shall hold all rights and title in the physical property of the Video Return Lines, but shall provide the City the right to use the Video Return Lines free of charge throughout the remaining term of this License, for non-commercial purposes. Licensee may pass

the costs of maintenance of the I-Net through to its customers in accordance with FCC or state regulations.

(k) Licensee shall maintain I-Net video signal quality on the Video Return Lines as prescribed by FCC Rules and Regulations, Part 76.

**Section 5.8 – LATE PAYMENTS**

In the event that the License Fees herein required are not tendered on or before their due dates, interest due on such fee shall accrue from the date due at a rate of one percent (1.0%) above the annual prime rate for Chase Manhattan Bank.

**ARTICLE 6  
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

**Section 6.1 – CUSTOMER SERVICE**

(a) The Licensee shall comply with all customer service regulations of the Commission (47 C.F.R. Section 76.309) as they exist or may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

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

**Section 6.2 – CONSUMER COMPLAINT PROCEDURES**

Complaints by any Subscriber as to the operation of the Cable System may be filed in writing with the Cable Division or with the Issuing Authority or its designee. The Issuing Authority will promptly provide Licensee with copies of all such complaints. Licensee will respond to all complaints in as timely a manner as possible depending on the nature thereof. The Issuing Authority and Licensee will be notified annually, on forms prescribed by the Cable Division, of the Subscriber complaints received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

**Section 6.3 – PROTECTION OF SUBSCRIBER PRIVACY**

The Licensee shall comply with all applicable federal and state privacy laws and regulations including Section 631 of the Cable Act and regulations adopted pursuant thereto.

**Section 6.4 – MONITORING**

Neither the Licensee nor the Issuing Authority nor its designee shall, without a court order, 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, unless otherwise required by applicable law; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

#### **Section 6.5 – REMOVAL OF ANTENNAS**

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

#### **Section 6.6 – SUBSCRIBER TELEVISION SETS**

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

#### **Section 6.7 – POLLING**

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

**Section 6.8 – PROPRIETARY INFORMATION**

Notwithstanding anything to the contrary in this License, Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any such information disclosed by Licensee as confidential and only to disclose it to those employees, representatives and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of such information. The Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of the Section, the term “proprietary or confidential” includes, but is not limited to, information relating to Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC regulations, or other information that the Licensee reasonably deems to be competitively sensitive.

**Section 6.9 – EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees, including repair and sales personnel, entering private property will be required to carry and provide on request an employee photo-identification card.

**Section 6.10 – EQUAL EMPLOYMENT OPPORTUNITY**

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

## **ARTICLE 7**

### **LICENSE ADMINISTRATION**

#### **Section 7.1 – REGULATORY AUTHORITY**

The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.

#### **Section 7.2 – INDEMNIFICATION [See G.L. c. 166A, Section 5(b)]**

The Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Licensee's construction, installation, maintenance, operation or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs; provided that the Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority. Licensee's obligations under this Section shall not extend to negligence of the City and its officials, boards, commissions, committees, agents and/or employees.

#### **Section 7.3 – INSURANCE [See G. L. c. 166A, Section 5(c)]**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L. c. 166A, Section 5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this License, the Licensee and listing the City as an additional insured against all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of the Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for

injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

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

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

#### **Section 7.4 – PERFORMANCE BOND**

(a) The Licensee shall maintain at its own expense throughout the term of this License a performance bond running to the City, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts, in the amount of Twenty-five Thousand Dollars (\$25,000) to guarantee the following terms: (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of M.G.L. c. 166A Section 5(a), (m), (n); (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L. c. 166A, Section 5(g); (3) the indemnity to the City in accordance with M.G.L. c. 166A, Section 5(b); and, (4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L. c. 166A, Section 5(f).

(b) The Licensee shall not reduce the amount of cancel said bond, or materially change the terms of said bond from the provisions of subsection (a) above without the Issuing Authority's prior written consent, which shall not be unreasonably withheld.

**Section 7.5 – SERVICE INTERRUPTIONS [See G. L. c. 166A, Section 5(l)]**

In the event that Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or may at its option, apply such credit to any outstanding balance then currently due.

**Section 7.6 – LICENSE FEES**

(a) During the term of this Renewal License, the annual License Fee payable to the City shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15<sup>th</sup> of the said year. Pursuant to M.G.L. c. 166A, Section 9, this fee is currently fifty cents (\$0.50) per Subscriber, but not less than two hundred and fifty dollars (\$250) annually.

(b) In accordance with Section 622(g) of the Cable Act, the Licensee shall not be liable for a total financial commitment pursuant to this License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include the payments pursuant to Sections 5.3, 5.4 and 5.5, but shall not include the following: (i) interest due herein to the City or the Access Corporation because of late payments; (ii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g) of the Cable Act.

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

**Section 7.7 – FINANCIAL REPORTS**

Pursuant to G.L. c. 166A, Section 8, the Licensee shall file annually with the Cable Division, on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall file annually with the Cable Division a financial balance sheet and a statement of ownership which shall be supplied on written request of the Issuing Authority.

**Section 7.8 – REVOCATION OF RENEWAL LICENSE**

This Renewal License may be revoked by the Issuing Authority to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing

Authority subject to the appeals provisions of G.L. c. 166A, Section 4, or any other rights available to the Licensee.

**Section 7.9 – NOTICE AND OPPORTUNITY TO CURE**

(a) The Licensee and Issuing Authority acknowledge that during the term of the License, Licensee may encounter situations where strict performance of one or more provisions of the License would place an undue hardship on the Licensee and have only a minimal impact on Subscribers. In such a situation, the Issuing Authority shall not unreasonably refuse a request by the Licensee to be relieved from performance of the license provision(s).

(b) In the event the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this License with a resulting negative impact on the Issuing Authority or Subscribers, except as excused by force majeure, the Issuing Authority shall discuss the matter informally with the Licensee. If the discussions do not lead to a resolution, the Issuing Authority shall notify the Licensee by certified mail of the provision(s) the Issuing Authority believes are in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of the notice to:

- (1) 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
- (2) cure any such default (and provide written evidence of same), or, in the event by the nature of the default, such default cannot be cured within thirty (30) days, take reasonable steps to cure said default and diligently continue such efforts until the default is cured. The Licensee shall report to the Issuing Authority concerning efforts to cure the default at 45-day intervals.
- (3) In the event that the Licensee fails to respond to the Issuing Authority's notice of default or the Licensee fails to cure, or to take reasonable steps to cure the default, the Issuing Authority or its designee shall promptly schedule a public hearing to be held no sooner than fourteen (14) days after written notice thereof, by certified mail, to the Licensee. At the public hearing, the Licensee shall have an opportunity for full and fair participation, including the right to be represented by legal counsel, to introduce relevant information and evidence, to

require the production of information and evidence, to compel the relevant testimony of City officials, employees and/or consultants and to question or cross-examine witnesses. A complete verbatim record or transcript of the hearing shall be made by the Issuing Authority.

- (4) Within thirty (30) days of the public hearing, the Issuing Authority shall issue a written determination of its findings. In the event the Issuing Authority determines the Licensee is in default, the Issuing Authority may pursue any lawful remedy available to it.
- (5) The Issuing Authority's failure to promptly schedule a public hearing pursuant to subsection (3) or to issue a written determination pursuant to subsection (4) shall constitute a determination that the Licensee was and is not in default of the provision(s) of the License.

**ARTICLE 8  
GENERAL PROVISIONS**

**Section 8.1 – LICENSE AS CONTRACT UNDER SEAL**

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the City of Quincy, on the other hand.

**Section 8.2 – ENTIRE AGREEMENT**

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

**Section 8.3 – CAPTIONS**

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

**Section 8.4 – SEVERABILITY**

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 thereof, all of which shall remain in full force and effect for the term of this License.

**Section 8.5 – FORCE MAJEURE**

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term “force majeure” as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the

Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados, fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; the unavailability of essential materials or equipment; environmental restrictions; or any other cause or event not reasonably within the control of the Licensee.

**Section 8.6 – NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Mayor, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts 02169, with a copy to the City Solicitor, c/o Law Department, City Hall; or such other address as the Issuing Authority may specify in writing to the Licensee.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government Affairs, Comcast, 440 Myles Standish Boulevard, Taunton, Massachusetts 02780 with copies to Attn: VP of Government Affairs, Comcast, 676 Island Pond Road, Manchester, New Hampshire 03109, and to Comcast Cable Communications, Inc., Attn: Government Affairs, 1500 Market Street, Philadelphia, PA 19102, or such other address(es) as the Licensee may specify in writing to the Issuing Authority.

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

**Section 8.7 – JURISDICTION**

Exclusive jurisdiction and venue over any dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

**SIGNATURE PAGE**

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS 19 DAY OF May,  
2006.

**CITY OF QUINCY**

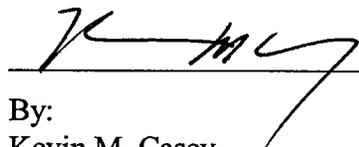
By:



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William H. Phelan, Mayor

**COMCAST OF MASSACHUSETTS I, INC.**



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By:

Kevin M. Casey  
President, Northern Division

**EXHIBIT A**

**FREE DROPS TO PUBLIC BUILDINGS & SCHOOLS**

**Public Buildings:**

1.	City Hall	1305 Hancock Street
2.	Quincy Fire Department – Main Station	40 Quincy Avenue
3.	Quincy Fire Department – German Town	126 Doane Street
4.	Quincy Fire Department – Squantum	86 Huckins Avenue
5.	Quincy Fire Department – Hough’s Neck	1082 Sea Street
6.	Quincy Fire Department – Atlantic	311 Hancock Street
7.	Quincy Fire Department – Wollaston	111 Beale Street
8.	Quincy Fire Department – Quincy Point	615 Washington Street
9.	Quincy Fire Department – West Quincy	182 Copeland Street
10.	Police Station	1 Sea Street
11.	Quincy Main Public Library – Thomas Crane	40 Washington Street
12.	North Quincy Public Library	381 Hancock
13.	Adams Shore Public Library	519 Sea Street
14.	Wollaston Public Library	41 Beale Street
15.	Council on Aging	83 Saratoga Street
16.	Beechwood on the Bay Senior Center	440 East Squantum
17.	Veterans Services	24 High School Ave., Fl 1
18.	Quincy Public Works	5 Sea Street
19.	Quincy Water & Sewer, Engineering	55 Sea Street
20.	Quincy Parks & Recreation	1000 Southern Artery
21.	Quincy Jr. College	34 Coddington
22.	Housing Authority	80 Clay Street

**Senior Citizen Housing**

1.	Sawyer Towers	95 Martenson Street
2.	Snug Harbor Court	Shea Street
3.	Pagnano Towers	109 Curtis Avenue
4.	1000 Southern Artery, Blds. East, South & North	
5.	Town Brook House	45 Bracket Street
6.	Granite Place	125 Granite Street
7.	Arthur V. Brohan Building	170 Copeland Street

**Neighborhood/Community Centers**

1.	Manet Community Health Center	25 Bicknell Street
2.	Squantum Community Center	86 Huckins Avenue
3.	Quincy Community Action	388 Granite Street
4.	Hough’s Neck (Germantown) Community Ctr	1193 Sea Street

**Public School Buildings:**

1.	Atherton Hough Elementary	1084 Sea Street
2.	Beechwood Knoll Elementary	225 Fenno Street
3.	Charles A. Bernazzani Elementary	701 Furnace Brook
4.	Clifford Marshall Elementary	200 Moody Street Extension.
5.	Francis W. Parker Elementary	148 Billings Road
6.	Lincoln Hancock Elementary	300 Granite Street
7.	Merrymount Elementary	4 Agawam Road
8.	Mountclair Elementary	8 Belmont Street
9.	Quincy Snug Harbor Elementary	333 Palmer Street
10.	Reay E. Sterling Elementary	444 Granite
11.	Squantum Elementary	50 Huckins Street
12.	Wollaston Elementary	205 Beale Street
13.	Point Webster Middle School	60 Lancaster Street
14.	Atlantic Jr. High School	86 Hollis Avenue
15.	Broadmeadow Jr. High School	50 Calvin Road
16.	Central Jr. High School	1012 Hancock Street
17.	Quincy Voc. Tech	52 Coddington
18.	School Superintendent and School Committee	70 Coddington

**EXHIBIT B**

**VIDEO RETURN LINE ORIGINATION LOCATIONS.**

**Public School Buildings:**

Atherton Hough Elementary	1084 Sea Street
Quincy Snug Harbor Elementary	333 Palmer Street
Squantum Elementary	50 Huckins Avenue
Central Jr. High School	1012 Hancock Street
Point Webster Middle School	60 Lancaster
North Quincy High School	316 Hancock Street
Quincy High School and Quincy Voc Tech	52 Coddington

**Public Buildings:**

City Hall Council Chambers	1305 Hancock Street
Quincy City Hospital	114 Whitehall
Quincy Main Public Library – Thomas Crane	40 Washington Street
Veterans Memorial Stadium	Hancock Street & Southern Artery
Adams Field	Merrymount Parkway

**EXHIBIT C**  
**PROGRAMMING**

Licensee shall provide the following broad categories of Video Programming:

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

**EXHIBIT D**  
**INITIAL RATES**

*(Please see the following pages.)*

# Comcast. **IMPORTANT** Information

SERVICE, INSTALLATION & EQUIPMENT PRICES

Dear Valued Comcast Customer,

Occasionally, we must adjust our prices due to increasing operating expenses and other investments that we're making to bring you the best that technology has to offer. Effective February 1, 2006, some of our service, installation and equipment charges will change. Please see the price list below that identifies the price adjustments and lists your town's service, equipment, and installation prices. If you are currently enjoying a promotion, your price will remain in effect until your promotion's scheduled expiration date.

Our goal is to continually add value for all of our subscribers, including the offering of unique local and regional programming like NECN, CN8 and Patriots ON-DEMAND. We are continuing to dedicate our efforts to introducing new products into the market, such as Comcast Digital Voice, our new residential phone product, as well as enhancing our existing services:

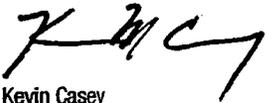
- Comcast Digital Cable with ON DEMAND – Our ON DEMAND library now contains more than 3,500 different programs, most of them FREE.
- High-definition programming – Up to 17 HDTV networks!
- High-Speed Internet service – with home networking, enhanced download speeds, and free online security tools from McAfee.

Comcast is also committed to delivering best in class service to our customers. We have hired hundreds of customer service representatives and enhanced our online support to better staff our six call centers located throughout New England. You have our commitment to be there when you need support from Comcast.

Please review the updated pricing information. If you have any questions, please call us at 1-866-660-6137 or visit our web site, [www.comcast.com/information](http://www.comcast.com/information), for more information on our prices and programming changes, as well as a survey for you to provide any feedback.

Thank you for choosing Comcast; we value your business.

Sincerely,



Kevin Casey  
Senior Vice President, Comcast New England

## Massachusetts: Quincy

### CABLE TV Prices<sup>^</sup>

	Current Price	New Price Feb. 1, 2006
<b>Quincy, MA</b>		
<b>LEVELS OF SERVICE:</b>		
Basic Service <sup>†</sup> .....	\$ 8.25	\$ 8.75
Expanded Basic Service .....	\$39.25	\$40.65
<b>STANDARD CABLE*</b> .....	<b>\$47.50</b>	<b>\$49.40</b>
Franchise Related Cost <sup>**†</sup> .....	\$ 0.65	\$ 0.67
<b>Total Standard Cable with FRC</b> .....	<b>\$48.15</b>	<b>\$50.07</b>

\* The price for Standard Cable includes Basic Service and Expanded Basic Service.

\*\* Franchise Related Costs are costs associated with providing public, educational or government access facilities, equipment or other related costs in your community. Franchise Related Costs are applicable to all levels of service.

† Discount available to seniors age 65+ who are head of household and Medicaid eligible. Restrictions apply.

<sup>^</sup> The minimum level of cable service you may purchase is BASIC SERVICE. As a cable customer, you must purchase BASIC SERVICE to subscribe to any other video service offered by Comcast. Service, programming and equipment are subject to availability. All pricing, programming and channel locations are subject to change. Please call 1-866-660-6137 for further information. The purchase of premium channels, packages and a la carte services (including iN DEMAND, Pay-Per-View and ON DEMAND) requires the appropriate equipment.

All prices listed in this notice are per month charges unless otherwise specified and do not include applicable regulatory, FCC user and franchise fees, or federal, state & local taxes. SA952453

## NOTES:

## DIGITAL VALUE PACKAGES\*\*^

All packages include: Interactive Program Guide, access to ON DEMAND, Digital PPV and 46 channels of music\*

	Current Price	New Price Feb. 1, 2006
<b>Comcast Digital Classic*</b> .....	\$ 5.95	\$ 6.20
Includes 29 digital channels with something for everyone including sports on ESPNNews and movies on Flix.		
<b>Comcast Digital Plus*</b> .....	\$10.95	\$11.20
Includes all Digital Classic channels and 26 additional digital channels including DIY, PLUS 7 Encore channels and NFL Network.		
<b>Comcast Digital Silver*</b> .....	\$24.95	\$26.20
Includes Digital Classic and Digital Plus channels PLUS your choice of 1 Digital Premium Pack (listed below).		
<b>Comcast Digital Gold*</b> .....	\$34.95	\$37.20
Includes Digital Classic and Digital Plus channels PLUS your choice of 2 Digital Premium Packs (listed below).		
<b>Comcast Digital Platinum*</b> .....	\$46.95	\$50.20
Includes Digital Classic and Digital Plus channels PLUS ALL of our Digital Premium Packs (listed below).		
<b>Comcast Digital Platinum Plus Premier Pack*</b> .....		
		\$50.95 \$54.20
Includes Digital Classic and Digital Plus channels, ALL of our Digital Premium Packs, PLUS all Digital Premier Pack channels.		
<b>Comcast Digital Premier Pack†</b> .....	\$ 6.95	\$ 6.95
AZN Television, BET on Jazz, Bloomberg, Celticvision, CSTV, Fox Movies, Fox Soccer, fuse, NBA TV, Outdoor Channel, Oxygen, Speed Channel & Turner Classic Movies.		
<b>Comcast Digital Sports Pack†</b> .....	\$ 4.95	\$ 6.95
CSTV, Fox Soccer, FCS Atlantic, FCS Central, FCS Pacific, Gol TV, NBA TV, NFL Network, Outdoor Channel, Speed Channel, Tennis Channel & TVG.		

\* Digital capable equipment is required to view these services. These Digital Packages are the current packages offered. Packages not listed are no longer available. Prices do not include box and remote. Certain restrictions apply. Service subject to availability.

† Minimum service level of Digital Classic required to receive this service or package.

## A LA CARTE Choices^

	Current Price	New Price Feb. 1, 2006
<b>Comcast Digital Premium Packs‡</b>		
<b>HBO Premium Pack</b> .....	\$18.95	\$19.95
Includes: HBO, HBO2, HBO Signature, HBO Family, HBO Comedy, HBO Zone, HBO Latino, HBO ON DEMAND & HBO HD***		
<b>Cinemax Premium Pack</b> .....	\$18.95	\$19.95
Includes: Cinemax, MoreMAX, ActionMAX, ThrillerMAX, Cinemax ON DEMAND & Cinemax HD***		
<b>Starz Premium Pack</b> .....	\$18.95	\$19.95
Includes: Starz, Starz Edge, Starz InBlack, Starz Kids & Family, Starz Cinema, Starz Comedy, Starz ON DEMAND & Starz HD***		
<b>Showtime Premium Pack</b> .....	\$18.95	\$19.95
Includes: Showtime, Showtime Too, Showtime Showcase, Showtime Extreme, Showtime Beyond, Flix, Showtime ON DEMAND & Showtime HD***		
<b>The Movie Channel Premium Pack</b> . . .	\$18.95	\$19.95
Includes: The Movie Channel, TMC Xtra & The Movie Channel ON DEMAND		
<b>Playboy Channel</b> .....	\$18.95	\$19.95
Includes: 24-hour adult programming. Parental control options are available.		
<b>Digital Video Recorder Service****</b> .....	\$ 9.95	\$ 9.95
<b>Digital Access (High-Definition or Digital)</b> . . .	\$ 2.45	\$ 2.75
Charge for reception of premium service(s) or package on additional outlets. (per outlet)		
<b>TV Guide<sup>SM</sup> Weekly Magazine</b> .....	\$ 4.20	\$ 4.20

‡ Digital capable equipment is required to view these services. Prices do not include cable box and remote.

\*\*\* High-definition capable equipment is required.

† Minimum service level of Digital Classic required to receive this service. Digital cable box with Digital Video Recorder capabilities required.

\*\* DVR recording times are limited. HDTV compatible DVR is available. ON DEMAND programs can not be recorded with DVR service. Prior to obtaining a DVR from Comcast, additional documentation and a credit verification may be necessary.

## International Channels†^

	Current Price	New Price Feb. 1, 2006
<b>Canales Selecto (Hispanic)</b> .....	\$ 6.95	\$ 6.95
Including Video On Demand en español		
<b>RAI (Italian)</b> .....	\$ 9.95	\$ 9.95
<b>RTN (Russian)</b> .....	\$14.95	\$14.95
<b>SPT (Portuguese/Brazilian)</b> .....	\$ 9.95	\$ 9.95
<b>TV5 (French)</b> .....	\$ 9.95	\$ 9.95
<b>Zee TV (South Asian)</b> .....	\$14.95	\$14.95
<b>Zhong Tian (Chinese)</b> .....	\$11.95	\$11.95

† Digital capable equipment is required to view these services. Prices do not include cable box and remote.

## ON DEMAND/IN Demand PPV†^

	Current Price	New Price Feb. 1, 2006
<b>General Entertainment Programming</b> .....	FREE***	
<b>HBO, Cinemax, Showtime, TMC, Starz</b> .....	Access included with Digital Premium Pack subscription only	
<b>Classic Hollywood Movies</b> .....	\$ 2.99/Movie	\$ 2.99/Movie
<b>New Released Movies</b> .....	\$ 3.99/Movie	\$ 3.99/Movie
<b>Movie Double Features</b> .....	\$ 4.99/Each	\$ 4.99/Each
..... or .....	\$ 5.99/Each	\$ 5.99/Each
<b>High-Definition Movies</b> .....	\$ 3.99/Movie	\$ 3.99/Movie
..... to .....	\$ 5.99/Movie	\$ 5.99/Movie
<b>Adult Programming</b> .....	\$ 9.99/Movie	\$ 9.99/Movie
..... to .....	\$13.99/Movie	\$13.99/Movie
<b>Monthly Subscription Content</b> .....	\$ 9.95/Each	\$ 9.95/Each
..... to .....	\$16.95/Each	\$16.95/Each
<b>4 Hour Adult Block</b> .....	\$18.99/Block	\$18.99/Block
<b>Live Sports Events &amp; Concerts</b> . . .	Prices Vary By Event	

‡ Digital capable equipment is required to view these services.

\*\*\* With subscription to Digital Classic or above.

## COMCAST High-Speed Internet\*

<b>When purchased</b>	
With Comcast Cable or Voice Services†	\$ 42.95
Without Comcast Cable or Voice Services	\$ 57.95
<b>Modem Lease</b> .....	\$ 3.00
<b>Comcast Home Networking**</b> .....	Just \$2 More!
<b>Self-Installation Kit* (one time charge only)</b> .....	\$ 29.95
<b>Premium Installation (one time charge only)</b> .....	\$ 99.95
<b>Professional Home Networking Installation (one time charge only) (up to 5 devices)</b> .....	
	\$149.99

\* Customer responsible for installation of software, Ethernet device and connection of computer to cable modem. Premium installation limited to standard installation of one computer to one data outlet. Maximum speeds limited to 4.0 or 6.0 Mbps download and 384 Kbps upload, depending on CHSI plan selected. Actual speeds will vary and are not guaranteed. Many factors affect speed. Equipment (including cable modem) is required. Prices shown do not include applicable taxes and fees and are subject to change. Service is subject to terms and conditions of Comcast High-Speed Internet Subscriber agreement (and Home Networking agreement if applicable). Not all plans and prices are reflected above. Please visit [www.comcast.com/information](http://www.comcast.com/information) or call 1-866-660-6137 for complete service descriptions and pricing.

\*\* Comcast Home Networking \$2 more pricing reflects pricing of CHSI package that includes a \$3 per month leased modem. Additional equipment may be required. Wireless cards are required for additional connections beyond the first computer. Installation charges are additional. Comcast Certified Home Networking Device required. Certain service limitations apply.

† Customers with Comcast Digital Voice™ or Comcast Digital Phone qualify for this price.

SA952454

NOTES:

**EXHIBIT E**

**INITIAL PROGRAMMING & SERVICES**

*(Please see the following pages.)*

# Basic & Expanded Basic Channel Line-up\*

Quincy 02/06

2 WGBH-2 (PBS) / HD ch. 802†	17 WUNI-27 (UNI)	38 The Learning Channel	60 Cartoon Network	209 WGBH World*
3 CN8	18 WNDS-50 (IND)	39 Discovery Channel	61 Comedy Central	217 'GBH Kids*
4 WBZ-4 (CBS) / HD ch. 804†	19 WWDP-46 (Shop NBC)	41 Fox News	62 Sci-Fi Channel	237 WGBH Create*
5 WCVB-5 (ABC) / HD ch. 805†	20 WMFP-62 (IND)	42 CNN	63 Animal Planet	<b>Additional Channels</b>
6 New England Cable News	21 WUTF-66 (Telefutura)	43 CNN Headline News	64 TV Land	200 MoviePlex‡
7 WHDH-7 (NBC) / HD ch. 807†	22 Educational Access	44 C-SPAN	65 Outdoor Life Network	
8 Public Access	23 WYDN-48 (Daystar)	45 C-SPAN2	66 Travel Channel	
9 RAI/AZN Television/ Portuguese Channel	24 Disney Channel	46 CNBC	67 MSNBC	
10 Government Access	25 Nickelodeon	47 The Weather Channel	68 GSN/Leased Access	
11 BET	26 ABC Family Channel	48 ESPN Classic	69 The Golf Channel	
12 WLVI-56 (WB) / HD ch. 856†	27 Court TV	49 ESPN	70 HSN	
13 WFXT-25 (FOX) / HD ch. 825†	28 MTV	50 ESPN2	71 QVC	
14 WSBK-38 (UPN) / HD ch. 838†	29 VH-1	51 NESN	95 WNEU-60 (Telemundo)	• Now available in all digital format. Digital capable equipment is required. Channels subject to availability.
15 WBPX-68 (PAX)	30 FX	52 Fox Sports Net	96 Product Info. Network	† HD capable equipment is required.
16 WGBX-44 (PBS)	31 TBS	53 Speed Channel		‡ Minimum service level of Standard Cable required to receive this channel.
	32 Home & Garden TV	54 Food Network		
	33 TNT	55 Spike TV		
	34 E! Entertainment	56 EWTV/BCTV/INSP/NJTV		
	35 USA Network	57 Bravo		
	36 Lifetime	58 History Channel		
	37 A&E	59 AMC		

Basic Service  
 Expanded Basic Service

SA952455

## Digital Classic

- 1 ON DEMAND
- 202 Flix
- 210 National Geographic Ch.
- 211 style.
- 212 Independent Film Channel
- 214 TV One
- 215 Women's Entertainment
- 218 PBS Kids Sprout
- 219 G4
- 220 Nicktoons
- 221 Discovery Kids
- 222 Toon Disney
- 223 Noggin
- 224 Nick GAS
- 226 Discovery Health
- 227 The Science Channel
- 229 Trinity Broadcast Network
- 234 Jewelry TV by ACN
- 235 Black Family Channel
- 236 The Word Network
- 238 EWTV
- 241 BBC America
- 245 Weatherscan Local
- 248 ESPNews
- 251 AZN Television
- 271 fuse - NEW!
- 273 MTV2
- 275 VH-1 Soul
- 277 VH-1 Classic
- 705 Canal 52MX - NEW!

## Digital Plus

Also includes all  
Digital Classic channels

- 201 Sundance Channel
- 203 Encore Action
- 204 Encore Love
- 205 Encore Mystery
- 206 Encore Drama
- 207 Encore Westerns
- 216 Oxygen
- 225 Encore WAM!
- 228 Nick Too
- 230 FiTV
- 231 iLife TV
- 233 Discovery Home Channel
- 239 Fine Living Channel
- 240 Do It Yourself Network
- 242 History International
- 243 Biography Channel
- 252 Discovery Times
- 253 Military Channel
- 265 NFL Network
- 270 Lifetime Movie Network
- 272 MTV Hits
- 276 VH-1 Country

- 279 Great American Country
- 280 MTV Jams
- 281 LOGO
- 326 Encore
- 711 MTV español

## Digital Premier Pack

- 213 Turner Classic Movies
- 216 Oxygen
- 246 Bloomberg
- 250 Speed Channel
- 251 AZN Television
- 255 Outdoor Channel
- 256 Fox Soccer
- 257 NBA TV
- 261 CSTV - NEW!
- 269 Celticvision
- 271 fuse
- 274 BET on Jazz
- 278 Fox Movies FXM

## Sports Pack

- 250 Speed Channel
- 255 Outdoor Channel
- 256 Fox Soccer
- 257 NBA TV
- 260 TVG
- 261 CSTV
- 262 FCS Atlantic
- 263 FCS Central
- 264 FCS Pacific
- 265 NFL Network
- 266 Tennis Channel
- 714 Gol TV

## 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
- 341 Cinemax
- 342 MoreMAX
- 343 ActionMAX
- 344 ThrillerMAX
- 361 Showtime
- 362 Showtime Too
- 363 Showtime Showcase
- 364 Showtime Extreme
- 365 Showtime Beyond

- 366 Flix
- 381 The Movie Channel
- 382 TMC Xtra
- 451 Playboy Channel

## Pay-Per-View

- 401-402 Home Theater
- 423-430 Home Theater
- 435 Pleasure
- 451 Playboy
- 452 Spice
- 453 Playboy español
- 457 The Hot Network
- 459 The Hot Zone

## High-Definition Programming\*

Channels 802-882

## Available Broadcasters:\*\*

- PBS
- CBS
- ABC
- NBC
- FOX
- UPN\*
- WB

## Additional HD Networks:\*\*\*

- 833 TNT HD
- 839 Discovery HD
- 849 ESPN HD
- 868 Cinemax HD
- 870 HBO HD
- 875 Starz HD
- 877 Showtime HD
- 881 INHD
- 882 INHD2/NESN HD/FSN HD

## Music Choice®

- 501 Showcase
- 502 Today's Country
- 503 Classic Country
- 504 Bluegrass
- 505 R&B and Hip-Hop
- 506 Classic R&B
- 507 Smooth R&B
- 508 R&B Hits
- 509 Rap
- 510 Metal
- 511 Rock
- 512 Arena Rock
- 513 Classic Rock
- 514 Alternative
- 515 Retro-Active
- 516 Electronica
- 517 Dance
- 518 Adult Alternative
- 519 Soft Rock

- 520 Hit List
- 521 Party Favorites
- 522 90's
- 523 80's
- 524 70's
- 525 Solid Gold Oldies
- 526 Singers and Standards
- 527 Big Band and Swings
- 528 Easy Listening
- 529 Smooth Jazz
- 530 Jazz
- 531 Blues
- 532 Reggae
- 533 Soundscapes
- 534 Classical Masterpieces
- 535 Opera
- 536 Light Classical
- 537 Show Tunes
- 538 Contemporary Christian
- 539 Gospel
- 540 Radio Disney
- 541 Sounds of the Seasons
- 542 Musica Urbana
- 543 Salsa y Merengue
- 544 Rock en español
- 545 Pop Latino
- 546 Mexicana

## Sports Pay-Per-View

- 600 NBA.com
- 601-611 Team 1-11
- 621-630 MLB-NHL Game

## International Channels

- 679 RAI
- 681 SPT
- 688 TV5
- 701 Zee TV
- 702 Zhong Tian
- 703 RTN

## Canales Selecto Package:

- 704 Supercanal Caribe
- 705 Canal 52MX
- 706 Discovery en español
- 707 Cine Latino
- 708 Fox Sports en español
- 709 CNN en español
- 710 Toon Disney
- 711 MTV español
- 712 Casa Club TV
- 713 Cine Mexicano
- 714 Gol TV (English)
- 715 NFL Network (English)
- 716 The History Channel en español
- 717 WAPA America

**REFERENCE ATTACHMENT**

**Agreement between the City of Quincy and  
Quincy Telecommunications Corporation, Inc.**

**This Agreement is attached for ease of reference purposes only.  
The Agreement is not part of the Renewal Cable Television Renewal License.**

**AGREEMENT BETWEEN**  
**QUINCY TELECOMMUNICATIONS CORPORATION INC.**  
**and**  
**CITY OF QUINCY**

**ARTICLE I - DEFINITIONS**

For the purposes of this agreement the following words, terms phrases and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

1. "Access Corporation" means Quincy Telecommunications Corporation Inc. which represents and warrants it is the nonprofit, tax exempt eligible corporation created and designated by the Issuing Authority to manage and operate public access in the City, pursuant to 47 U.S.C. 531.
  
2. "Access Programming" means programs on-the public access channels. It must be noncommercial within the standards for underwriting applicable to the Public Broadcasting Service (PBS) or the standards necessary to maintain its tax exempt status within the applicable regulations of the Internal Revenue Service and excludes political campaigning.

3. "Cable License" means the agreement effective on June 25, 2006 between the City of Quincy and Comcast of Massachusetts I, Inc. ("Comcast,") authorizing Comcast to construct, own, operate and maintain a cable television system in the City of Quincy.
4. "Channel" means a band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means new available or that may become available), which is capable of carrying a composite video signal.
5. "Commercial Program" means programming from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce. It shall not include programming supported by underwriting grants or contributions of any kind.
6. "Downstream Channel" means a channel over which signals travel from the system to an authorized location within the system.
7. "Institutional Network" means the portion of the cable television system, separate from the subscriber network, designed to deliver and receive programming or other services to or from the Licensee and on the Network.
8. "Issuing Authority" The Mayor of the City of Quincy.
9. "Licensee" Comcast of Massachusetts I, Inc., or its authorized transferee.
10. "Political Campaigning" means programs which, in whole or in part, promote political candidates during their election campaigns. It shall not include programs which in whole or in part, provide equal opportunities for all political candidates campaigning for a particular office, nor shall it include bona fide newscast interviews, news documentaries, or on-the-spot coverage of news.

11. “Public Access” means channel space and time as well as production and post-production equipment, facilities and training available free of charge to persons living in Quincy or working for an organization in Quincy, on a first come, first-served, nondiscriminatory basis.
12. “Public Access Facility” means the location from which the Access Corporation may operate the public access function.
13. “Public Institution” means any government institution or other not-for-profit institution organized and located in the City of Quincy.
14. “Upstream Channel” means a channel over which signals travel from an authorized location to the cable system.

## **ARTICLE II OBLIGATIONS OF THE ACCESS CORPORATION**

### **Section 1 Public Access Use: Operating Rules and Procedures**

The Access Corporation shall be solely responsible for the management and operation of Public Access and public access programming on the cable system in the City of Quincy, including training, quality of originated signals, scheduling the public access channels and managing the access facilities, equipment, acquisition and maintenance in the Public Access Facility. The Access Corporation shall promulgate a set of access operating rules and procedures which ensure that training, equipment, facilities and access channel time be available to residents of or any organizations serving the City of Quincy. These rules shall ensure the right to use designated channels, facilities and equipment on a nondiscriminatory basis, subject to the terms of this Agreement, and subject also to Access Corporation's goal of establishing regularity in programming. Access user compliance with such rules shall be monitored by the Access Corporation.

## **Section 2 Programming**

a. Editorial discretion and the content of programming and the liability therefore placed on the access channels operated by the Access Corporation shall solely reside in and be the sole responsibility of the Access Corporation. Notwithstanding the foregoing, the Access Corporation programming shall be designed to achieve the purposes set forth in the Access Corporation's Articles of Incorporation and Bylaws and shall consist of Access Programming as defined in the License and this agreement.

b. All liability, license and copyright fees associated with the programming produced by the Access Corporation or placed on the access channel shall be the sole responsibility of the Access Corporation.

## **Section 3 Coverage of Local Meetings; Local News**

The Access Corporation shall be solely responsible for providing live coverage of regularly scheduled City Council meetings and School Committee meetings. Upon reasonable notice from the Issuing Authority, the Access Corporation shall also provide coverage of special meetings of the City Council and School Committee meetings to the extent that such coverage will not present an unreasonable burden to the Access Corporation. The Access Corporation shall also develop programming which covers news and events of local interest to Quincy subscribers.

## **Section 4 Logs**

The Access Corporation shall keep a log of all access programming transmitted on the public access channel and the names and addresses of all access producers. The logs will be available for public inspection and retained for not less than two years.

## **Section 5 Indemnification**

The Access Corporation shall indemnify and hold harmless the Licensee and the City of Quincy, shall, in its rules for public access, require every access user to indemnify Licensee, the Access Corporation and, and the City of Quincy to hold each of them harmless against any claims arising out of any program or program material produced and/or cablecast, including but not limited to claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws, license fees and unauthorized use of copyrighted material.

## **Section 6 Insurance**

a. The Access Corporation shall carry insurance indemnifying Licensee, the City of Quincy and itself from and against any and all claims and liability for injury or damage to persons or property due to risk or peril caused by the use of access equipment or facilities managed by the Access Corporation, and shall name both Licensee and the City of Quincy as additional insureds. Such insurance shall not be less than five hundred thousand dollars (\$500,000.00) for bodily injury or death to any one person or property damage resulting from any one occurrence. The Access Corporation shall insure all public access equipment for theft, loss and damage.

b. The insurance policy required under paragraph (a) above shall contain the following endorsement: It is hereby understood and agreed that this policy shall not be canceled or materially changed until thirty (30) days after receipt by the City of Quincy and Licensee, by certified mail, of one (1 ) copy of a written notice of such intent.

## **Section 7 Institutional Network Access Users**

Institutional network users who wish to originate access programming from one or more of the drop points on the institutional network shall contact the Access Corporation regarding the use of the public access channels. Such Institutional network users shall be solely responsible for

the quality and content of the originated signals. The Access Corporation shall be responsible for scheduling channel time for this purpose free of charge and shall make any necessary arrangements with Licensee concerning such scheduling.

### **Section 8 Informational and Annual Reports**

The Access Corporation shall provide an annual report of its finances and operations to its members, the Issuing Authority and Licensee by April 15 for the previous calendar year. At any time during the term of this Agreement, upon the reasonable request of the City , the Access Corporation shall provide such further information as may be reasonably requested to document the expenditure of funds in the performance of the Access Corporation pursuant to this agreement. The Access Corporation shall, at the discretion of the Issuing Authority, participate in performance evaluation sessions concerning its compliance with the terms and conditions of this Agreement.

### **Section 10 Maintenance of Equipment**

The Access Corporation shall maintain its equipment to insure the technical quality of its origination signals.

## **ARTICLE III OBLIGATIONS OF THE CITY OF QUINCY**

### **Section 1 Designation of Access Corporation Under the License**

The City of Quincy, through its Issuing Authority, shall maintain the designation of Quincy Telecommunications Corporation, Inc., as the Access Corporation throughout the term of the License. Should Quincy Telecommunications Corporation, Inc. substantially breach its obligations under the materials terms of this Agreement, then, after notice and an opportunity to cure, the Issuing Authority , shall have the right to designate, subject to applicable law, a new organization to receive the designation as Access Corporation.

## **Section 2 Provisions for the Access Corporation Under the License**

The City of Quincy, through payments made by the Licensee, shall provide the Access Corporation with such funding as is specified in the License.

## **ARTICLE IV TERMINATION**

### **Section 1 Termination**

This agreement shall terminate on the earliest date of either the expiration of the License; or the adjudication of the bankruptcy of the Access Corporation; or as the Access Corporation ceases to be a nonprofit corporation under the laws of the Commonwealth of Massachusetts; or at such time as Licensee and the City of Quincy institute a license amendment removing the Access Corporation's designation as having sole responsibility for public access under the License, pursuant to Article IV Section 1 of this Agreement.

### **Section 2 Termination through License Amendment**

Should this Agreement be terminated as a result of an amendatory action of the License by Licensee and the City of Quincy, all equipment acquired by the Access Corporation through funding provisions of the License, in the eighteen (18) month period prior to such termination, shall be deeded to the Issuing Authority within ninety (90) days of said termination.

[signatures appear on following page]

WITNESS OUR HANDS AND OUR SEALS this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

CITY OF QUINCY

By:

A handwritten signature in black ink, appearing to read 'W. Phelan', written over a horizontal line.

William J. Phelan, Mayor  
Issuing Authority

QUINCY TELECOMMUNICATIONS  
CORPORATION, INC.

By:

A handwritten signature in black ink, appearing to read 'Terry Bellotti-Palmieri', written over a horizontal line.

Terry Bellotti-Palmieri  
Board Authorized Signatory