

**CABLE TELEVISION**

**RENEWAL LICENSE**

**GRANTED TO**

**COMCAST OF MASSACHUSETTS/  
NEW HAMPSHIRE/OHIO, INC.,**

**OFFERING SERVICES AS AT&T BROADBAND**

**DOROTHY A. KELLY GAY**

**MAYOR**

**CITY OF SOMERVILLE,**

**MASSACHUSETTS**

**JANUARY 24, 2003**

# City of Somerville Cable Television Renewal License

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**A G R E E M E N T**

This Cable Television Renewal License entered into this 24th day of January, 2003, by and between Comcast of Massachusetts/New Hampshire/Ohio, Inc., offering services as AT&T Broadband, and the Mayor of the City of Somerville, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

**W I T N E S S E T H**

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

WHEREAS, the Issuing Authority conducted three (3) public ascertainment hearing on July 31, 2001; January 8, 2002; and May 28, 2002; and

WHEREAS, AT&T Broadband submitted an informal proposal to the City of Somerville, dated May 16, 2002, for a license to construct, operate and maintain a Cable Television System in the City of Somerville; and

WHEREAS, pursuant to 207 CMR 3.03, the Issuing Authority of the City of Somerville released an Issuing Authority Report on September 27, 2002; and

WHEREAS, AT&T Broadband submitted a formal proposal to the City of Somerville, dated October 24, 2002, for a license to construct, operate and maintain a Cable Television System in the City of Somerville; and

WHEREAS, the Issuing Authority and AT&T Broadband did engage in good faith negotiations to further clarify said Proposal and did agree on proposals to construct, operate and maintain a Cable Television System in the City of Somerville; and

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

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**ARTICLE 1**

**DEFINITIONS**

**Section 1.1---DEFINITIONS**

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

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

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

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

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

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

(6) **Application:** The renewal proposal submitted by AT&T Broadband to the Issuing Authority of the City of Somerville on October 24, 2002.

(7) **Basic Service:** The lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental Access Channels and all broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law..

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

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

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

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

(12) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the City.

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

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

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

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

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

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

(19) The Director of the Executive Office of Communications, unless otherwise noted in the Renewal License.

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

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

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

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(23) Effective Date of the Renewal License (the "Effective Date"): January 24, 2003.

(24) Execution Date of the Renewal License (the "Execution Date"): January 24, 2003.

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

(26) FCC: The Federal Communications Division, or any successor agency.

(27) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or his designees wishing to present non-commercial programming and/or information to the public.

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

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

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

(31) Institutional Network ("I-Net"): The separate cable, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority, her designees and/or City departments.

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- (32) Issuing Authority: The Mayor of the City of Somerville, Massachusetts.
- (33) Leased Channel or Leased Access: A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (34) License Fee or Franchise Fee: The payments to be made by the Licensee to the City of Somerville, which shall have the meaning as set forth in Section 622(g) of the Cable Act.
- (35) Licensee: Comcast of Massachusetts/New Hampshire/Ohio, Inc., offering services as AT&T Broadband, or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (36) NTSC: The acronym for National Television Systems Committee.
- (37) NCTA: The acronym for the National Cable Television Association.
- (38) Origination Capability: An activated connection to an Upstream I-Net Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (39) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System.
- (40) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis, in addition to the fee or charge for the Basic Service.
- (41) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program basis, in addition to the charge or fee to Subscribers for the Basic Service.
- (42) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (43) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- (44) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (45) Prime Rate: The prime rate of interest at Fleet Bank.
- (46) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (47) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for the use of Somerville individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

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

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

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

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

(52) **Service Related Activity:** Any activity or function for which the Licensee receives revenue from any other Person and which is directly associated with the operation of the System or the production or distribution of any Service over the System by any Person other than the Licensee, including, without limitation, operation of studio or any other facilities or equipment, billing, audience promotion, and/or installation or lease of equipment.

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

(54) **State:** The Commonwealth of Massachusetts.

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

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

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

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

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

(60) **VCR:** The acronym for video cassette recorder.

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

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**ARTICLE 2**

**GRANT OF RENEWAL LICENSE**

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

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

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

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

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

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

The term of this Renewal License shall commence on January 24, 2003 and shall expire on January 23, 2013, unless sooner terminated as provided herein or surrendered.

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

This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade,

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installation, operation or maintenance of a cable television system within the City of Somerville; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

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

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

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

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

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

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### Section 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations and any ordinances enacted by the City. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of law appropriate jurisdiction.

### Section 2.5---REMOVAL OR ABANDONMENT

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

### Section 2.6---TRANSFER OF THE RENEWAL LICENSE

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

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

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

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

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

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

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

### Section 2.7---**EFFECT OF UNAUTHORIZED TRANSFER ACTION**

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

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

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

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

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

**ARTICLE 3**

**CABLE SYSTEM DESIGN**

**Section 3.1---SUBSCRIBER NETWORK**

(a) The Licensee shall continue to operate, maintain and make available to all residents of the City, at a minimum, its existing 750 MHz, addressable Subscriber Network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) NTSC video channels in the downstream direction.

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

(c) The Licensee shall continue to maintain throughout the term of this Renewal License, standby power at its Headend facility. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators, and shall become automatically activated upon the failure of the Licensee's normal power supply.

(d) The Licensee shall continue to equip the Subscriber Network Trunk and Distribution System and the Access Channels' dedicated cable between the public access studio and the Licensee's Hub Site with stand-by power supplies capable of at least two (2) hours of standby operations.

**Section 3.2---INSTITUTIONAL NETWORK**

(a) The Licensee shall continue to provide and maintain, for audio and video use only, the current four hundred fifty Megahertz (450 MHz) Institutional Network ("I-Net") for the exclusive use of the Issuing Authority and/or her designees. Said I-Net shall be capable of providing thirty-nine (39) channels in the downstream direction and thirty (30) channels in the upstream direction. The I-Net shall be capable of transmitting between the City buildings and other institutions specified in **Exhibit 1**, attached hereto, ("I-Net Buildings") for City use. Designated Users shall be able to transmit to other institutions using a modulator and/or other necessary equipment.

(b) Within six (6) months of the Execution Date of this Renewal License, the Licensee shall construct, install and make available to the Issuing Authority and her designees, for the City's exclusive use, a fiber-optic cable linking City Hall/Somerville High School Studio and the Licensee's Hub Site currently located at 90 Union Square. Said fiber-optic cable shall be connected to, and made a part of, the I-Net, and shall conform to the specifications in **Exhibit 2**, attached hereto.

(c) The I-Net shall continue to comply in all respects with the I-Net schematic diagram, including equipment specified therein, attached hereto as **Exhibit 3**.

(d) The Licensee shall continue to provide, without charge, an activated I-Net Drop and an activated Outlet(s) to each of the existing I-Net Buildings listed in **Exhibit 1** of this Renewal License. The Licensee shall continue to supply the appropriate connector so as to

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allow the User(s) origination capability at the institutions specified in said Exhibit 1. The Licensee shall provide an additional ten (10) I-Net Outlets to I-Net Buildings specified by the Issuing Authority, without charge(s) to the Issuing Authority, the City and/or without charges and/or pass-through/line-iteming to Somerville Subscribers.

(e) Construction, installation and activation of each designated Outlet shall be completed within sixty (60) days of designation by the City or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the buildings or institutions designated to receive an Outlet, prior to the installation of such a Outlet. The City shall designate such officials in writing to the Licensee.

(f) The Issuing Authority may request, in writing, additional I-Net Outlets for public buildings, institutions and non-profit agencies, beyond those required above, which additional I-Net Outlets the Licensee shall install at its cost plus a reasonable return on investment in accordance with applicable law(s).

(g) Within thirty (30) days of the Execution Date of this Renewal License, unless agreed to otherwise by the parties hereto, the Licensee shall provide the Issuing Authority with five (5) modulators at a cost not to exceed Four Thousand Five Hundred Dollars (\$4,500.00). The City and the Licensee shall agree on the technical specifications of said modulators prior to their purchase by the Licensee. The City shall own said modulators.

(h) The Licensee shall provide the sum of Twenty-Five Thousand Dollars (\$25,000.00) to the Issuing Authority within forty-five (45) days of the Execution Date of this Renewal License, for I-Net purposes.

(i) The I-Net shall continue to be interconnected with the Subscriber Network at the Headend, or such other location determined by the Licensee. All remote video Signals shall be sent on an Upstream Channel to the Headend or other location, or any other method determined by the Licensee, where such Signals shall be reprocessed onto the appropriate Downstream Channel(s) on the Subscriber Network. Said Signal reprocessing shall be performed by the Licensee at no cost to the City and/or the Access Corporation.

(j) The Licensee shall continue to have override equipment located at the I-Net Hub, in order that override modulators can be activated on the Government Access Channel without manual switching. Such override equipment shall continue to be provided by the Licensee, at no cost to the City.

(k) The Licensee shall continue to have the sole responsibility for maintaining the I-Net and associated equipment for audio and video purposes only for the term of this Renewal License, except for equipment not directly under its control or ownership, but including all necessary inspections and performance tests.

(l) The I-Net shall be operated, at a minimum, in compliance with applicable FCC standards. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software installed and/or owned by the City or other User, the Licensee shall resolve any such technical problem(s) expeditiously. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a

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performance test of the I-Net, should such technical problems persist. The Licensee shall initiate such tests within thirty (30) days of any such request and submit the results to the Issuing Authority, in writing, promptly.

(m) Nothing in this Section 3.2, or elsewhere in this Renewal License, shall prevent the Issuing Authority from allowing the Access Corporation from using one (1) or more of the designated I-Net channels described in Section 3.2(a) herein for non-commercial purposes.

### Section 3.3---CABLE SYSTEM INTERCONNECTION

(a) The Licensee shall consider, in good faith, requests by the Issuing Authority for interconnection with adjacent cable systems, within twelve (12) months of a written request to do so by the Issuing Authority. In analyzing such requests, the parties hereto shall take into consideration the costs and technical and/or operational ramifications of such interconnection.

(b) The Licensee shall keep the Issuing Authority or her designee(s) informed of progress made toward such interconnection, including sending copies of all interconnection-related correspondence and other information to the City.

(c) The Licensee shall cooperate with the City and/or any State or federal agency which may be hereafter established for the purpose of regulating, financing or otherwise providing for the interconnection of cable systems beyond the corporate limits of the City of Somerville.

### Section 3.4---PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets pursuant to applicable laws.

### Section 3.5---EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network, described in Section 3.1 herein, shall continue to have an activated emergency audio alert override of all Downstream Channels that the Issuing Authority may access in cases of emergency, and provided by the Licensee at its sole cost and expense. Said audio override shall continue to conform to the specifications contained in **Exhibit 4**, attached hereto and made a part hereof.

### Section 3.6---SYSTEM TECHNICAL SPECIFICATIONS

The system design of the Cable Television System, pursuant to Sections 3.1 and 3.2 herein, shall conform to the technical specifications contained in **Exhibit 5**, attached hereto and a part hereof. At all times throughout this Renewal License, the Licensee shall meet all applicable FCC technical standards.

**ARTICLE 4**

**CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS**

**Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS**

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

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

**Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM**

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

**Section 4.3---UNDERGROUND FACILITIES**

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

**Section 4.4---TREE TRIMMING**

In installing, operating and maintaining equipment as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public

## City of Somerville Cable Television Renewal License

Ways and places, and private property in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or her designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City's Tree Warden.

### Section 4.5---RESTORATION TO PRIOR CONDITION

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

### Section 4.6---TEMPORARY RELOCATION

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

### Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the City, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or her designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity. If any costs herein are to be passed-through to Subscribers, the Licensee shall first notify the Issuing Authority of such costs in writing.

### Section 4.8---SAFETY STANDARDS

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

## City of Somerville Cable Television Renewal License

### Section 4.9---PEDESTALS

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

### Section 4.10---PRIVATE PROPERTY

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

### Section 4.11---RIGHT TO INSPECTION OF CONSTRUCTION

(a) The Issuing Authority or her designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this Renewal License and to request tests to be conducted by the Licensee as she shall reasonably deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests requested by the City shall be at the sole cost and expense of the City. Unless otherwise mutually agreed upon, the City shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

### Section 4.12---CABLE SYSTEM MAPS

(a) Upon request, the Licensee shall allow the Issuing Authority or her designee(s) to view "as-built" maps, at a mutually convenient location, of all existing and newly constructed Cable System plant.

(b) Within ninety (90) days of the Execution Date of this Renewal License, the Licensee shall also supply the Executive Office of Communications with a full set of computerized strand maps of the Cable System.

### Section 4.13---SERVICE INTERRUPTION

Where there exists an emergency situation necessitating a more expeditious procedure, the Licensee

## City of Somerville Cable Television Renewal License

may interrupt Service for the purpose of repairing, upgrading or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over one (1) of the Cable System's local channels.

### Section 4.14---**COMMERCIAL ESTABLISHMENTS**

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

### Section 4.15---**"DIG SAFE"**

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

**ARTICLE 5**

**SERVICES AND PROGRAMMING**

**Section 5.1---BASIC SERVICE**

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

**Section 5.2---PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of programming set forth in **Exhibit 6**, attached hereto and made a part hereof. Pursuant to federal law, all programming decisions, including the programming listed in **Exhibit 6**, attached hereto, are at the sole discretion of the Licensee, and such programming may be subject to change from time to time.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Somerville programming line-up at least thirty (30) days before any such substantial change is to take place. At the same time, the Licensee shall also provide Subscribers with a channel line-up card or sticker showing the new channel line-up.

**Section 5.3---TWO-WAY CAPABILITY**

The Licensee shall continue to maintain and operate a two-way capable Cable System, subject to Section 3.1 herein.

**Section 5.4----LEASED CHANNELS FOR COMMERCIAL USE**

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

**Section 5.5----VCR/CABLE COMPATIBILITY**

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, accessories and written procedures which will allow VCR owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said accessory equipment and written procedures shall be available to all Subscribers in accordance with applicable law.

## City of Somerville Cable Television Renewal License

(b) Pursuant to applicable law, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of the Renewal License, (1) any local off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.5(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 5.5(b) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(d) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

### Section 5.6---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance. Appropriate credit shall be given to all Subscribers affected by a Cable Signal outage in excess of twenty-four (24) hours duration.

### Section 5.7---FREE DROPS & BASIC SERVICE TO PUBLIC BUILDINGS

(a) The Licensee shall continue to provide and maintain one (1) free, activated Subscriber Cable Drop, Outlet and its monthly Basic Service to all police and fire stations, public libraries and other public or non-profit buildings designated in writing by the Issuing Authority and included in **Exhibit 7**, attached hereto and made a part hereof. The Licensee shall coordinate the precise location of each Drop with each of the aforementioned institutions. There shall be no costs to the City or any designated institution for the installation and provision of Basic Service and related maintenance. The Licensee shall supply one (1) Converter for each Outlet, if necessary, at its sole cost and expense.

(b) The Issuing Authority may request a maximum of two (2) additional Drops and/or Outlets in the aggregate per year, for a total of twenty (20) such Drops and/or Outlets over the term of this Renewal License, to public buildings or non-profit institutions identified in **Exhibit 7**, and/or other locations to be specified by the Issuing Authority. The Licensee shall install such Drop(s) and/or Outlet(s) within

## City of Somerville Cable Television Renewal License

sixty (60) days of any such request(s) from the Issuing Authority for aerial Drops and within one hundred twenty (120) days of any such requests from the Issuing Authority for underground Drops, at the Licensee's sole cost; provided, however, that in the event that the Licensee does not have to do any such aerial and/or underground work, the Licensee shall install any such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

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

### Section 5.8---FREE DROPS AND BASIC SERVICE TO PUBLIC SCHOOLS

(a) The Licensee shall continue to provide and maintain one (1) or more free Subscriber Cable Drop(s) and the monthly Basic Service to all public schools listed in **Exhibit 8**, attached hereto and made a part hereof, and maintain the current Outlet in each classroom having a television set of each said public school, at its sole cost and expense. The School Department may request a maximum of five (5) additional Drops and/or Outlets in the aggregate per year to public school buildings identified in **Exhibit 8**.

(b) The Licensee shall install such Drop(s) and/or Outlet(s) within sixty (60) days of any such request(s) from the Issuing Authority for aerial Drops and within one hundred twenty (120) days of any such requests from the Issuing Authority for underground Drops, at the Licensee's sole cost; provided, however, that in the event that the Licensee does not have to do any such aerial and/or underground work, the Licensee shall install any such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

(c) The Licensee shall provide one (1) Converter, if necessary, with each Outlet, without charge to the City. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole expense; provided, however, that the School Department shall be responsible for repairs and/or replacement necessitated by any acts of vandalism, theft or other extraordinary circumstances.

City of Somerville Cable Television Renewal License

**ARTICLE 6**

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS  
FACILITIES AND SUPPORT**

**Section 6.1---PEG ACCESS CHANNELS**

(a) Upon the Execution Date of this Renewal License, the Licensee shall continue to make available a total of three (3) six Megahertz (6 MHz) channels for PEG Access purposes, which shall be used to transmit non-commercial PEG programming to Subscribers, at no cost to the City or the Access Corporation and, except as otherwise provided for herein, shall be subject to the control and management of the City and the Access Corporation. Pursuant to applicable law, said Access Channels shall be included in the Licensee's Basic Service.

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

- (1) Public Access: Channel 3
- (2) Educational Access: Channel 15
- (3) Government Access: Channel 16

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

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

(a) The Licensee shall provide a total of Seven Hundred Seventy-Five Thousand Dollars (\$775,000.00) in PEG Access equipment/facilities funding to the Issuing Authority within sixty (60) days of the Execution Date of this Renewal License.

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

(c) In no event shall said \$775,000.00 PEG Access equipment/facilities funding be counted against any Franchise or License Fee payment, required by Section 7.1 infra, or any other fees or payments required by applicable law.

**Section 6.3---ACCESS CORPORATION**

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

## City of Somerville Cable Television Renewal License

- (1) Schedule, operate and maintain the Public Access Channels provided in accordance with Section 6.1 herein;
- (2) Manage annual funding, pursuant to Section 7.1 infra;
- (3) Operate and maintain a Public Access studio, and purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.2(a) above;
- (4) Conduct training programs in the skills necessary to produce quality Public Access programming;
- (5) Provide technical assistance, pre-production services, post-production services and production services to Public Access Users, using Access Corporation staff and volunteers;
- (6) Establish rules, procedures and guidelines for use of the Public Access Channel;
- (7) Provide publicity, fund-raising, outreach, referral and other support services to Public Access Users;
- (8) Accomplish such other tasks relating to the non-commercial operation, scheduling and/or management of the Public Access Channel, facilities and equipment as appropriate and necessary; and
- (9) Produce or assist Users in the production of original, non-commercial video programming of interest to Subscribers and focusing on City issues, events and activities.

### **Section 6.4---EDUCATIONAL ACCESS**

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

### **Section 6.5---PEG ACCESS PAYMENTS**

The payment for equipment funding required hereunder in Section 6.2 shall be made by the Licensee directly to the Issuing Authority.

### **Section 6.6---EQUIPMENT OWNERSHIP**

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

## City of Somerville Cable Television Renewal License

### Section 6.7---ACCESS CHANNEL(S) MAINTENANCE

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

### Section 6.8---ACCESS CABLECASTING

(a) In order that the City and the Access Corporation can cablecast Access programming over the three (3) PEG Access Channels, all PEG Access programming shall be modulated, then transmitted from any location in the City with Origination Capability to the I-Net Hub Site, on one of the I-Net Upstream Channels made available, without charge, for such purpose. At the Hub Site, said Access programming shall be retransmitted in the downstream direction on one of the three (3) Downstream PEG Access Channels.

(b) The Licensee shall provide Origination Capability to the City and the Access Corporation, as required in Section 3.2 supra. The Licensee shall continue to maintain the existing equipment at the Access Corporation studio in order to receive and process upstream programming from the I-Net and routing such programming through the Headend for distribution to the Subscriber Network and/or the I-Net.

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

### Section 6.9---THIRD PARTY RIGHTS

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

### Section 6.10---ACCESS PROGRAMMING

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

### Section 6.11---CENSORSHIP

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

City of Somerville Cable Television Renewal License

**ARTICLE 7**

**LICENSE FEES**

**Section 7.1---LICENSE FEES**

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

(b) The Licensee shall make such Gross Annual Revenue payments annually within thirty (30) days following each anniversary of the Execution Date of this Renewal License.

(c) The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding specified periods, as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 9**.

(d) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include any license fee that may be payable to the FCC and/or the State; and furthermore provided, however, that said five percent (5%) shall not include the following: (i) The five (5) modulators (Section 3.2[h]); (ii) the Twenty-Five Thousand Dollar I-Net funding (Section 3.2[i]); (iii) the PEG Access equipment/facilities funding herein (Section 6.2); (iv) any interest due herein to the City and/or the Access Corporation because of late payments; and/or (v) any damages herein (Section 11.2).

**Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

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

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

## City of Somerville Cable Television Renewal License

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

### Section 7.3---LATE PAYMENT

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

### Section 7.4---RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Section 7.4. All amounts paid shall be subject to audit and recomputation by the City, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year. If, after audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall pay all of the costs of such audit not to exceed Two Thousand Dollars (\$2,000.00). The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

### Section 7.5---AFFILIATES USE OF SYSTEM

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

### Section 7.6---METHOD OF PAYMENT

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

**ARTICLE 8**

**RATES AND CHARGES**

**Section 8.1---RATE REGULATION**

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

**Section 8.2---NOTIFICATION OF RATES AND CHARGES**

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

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

**Section 8.3---PUBLICATION AND NON-DISCRIMINATION**

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

**Section 8.4---NON-DISCRIMINATORY RATES**

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

City of Somerville Cable Television Renewal License

**Section 8.5---CREDIT FOR SERVICE INTERRUPTION**

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

City of Somerville Cable Television Renewal License

**ARTICLE 9**

**INSURANCE AND BONDS**

**Section 9.1---INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

## City of Somerville Cable Television Renewal License

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

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

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

### Section 9.2---**PERFORMANCE BOND**

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

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

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

### Section 9.3---**REPORTING**

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

### Section 9.4---**INDEMNIFICATION**

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

## City of Somerville Cable Television Renewal License

Licensee, its employees, officers or agents arising out of the construction, upgrade, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the construction, upgrade, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the City Solicitor's Office. The City shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

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

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

It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until sixty (60) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

**ARTICLE 10**

**ADMINISTRATION AND REGULATION**

**Section 10.1---REGULATORY AUTHORITY**

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

**Section 10.2---PERFORMANCE EVALUATION HEARINGS**

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

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

(c) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the of the Licensee's Cable System and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

**Section 10.3---NONDISCRIMINATION**

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

## City of Somerville Cable Television Renewal License

### Section 10.4---**EMERGENCY REMOVAL OF PLANT**

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

### Section 10.5---**REMOVAL AND RELOCATION**

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

### Section 10.6---**INSPECTION**

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

### Section 10.7---**JURISDICTION**

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

**ARTICLE 11**

**DETERMINATION OF BREACH  
LIQUIDATED DAMAGES-LICENSE REVOCATION**

**Section 11.1---DETERMINATION OF BREACH**

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

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

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

- (i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 and/or Section 9.3 herein;
- (v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the City.

## City of Somerville Cable Television Renewal License

### Section 11.2---LIQUIDATED DAMAGES

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

(1) For failure to operate, program and/or maintain the Cable Television System, in accordance with Sections 3.1, 3.6, and/or 5.3 herein, five hundred dollars (\$500.00) per day, for each day that such construction, upgrade, installation and/or activation has not occurred.

(2) For failure to construct, install, fully activate and/or maintain the Institutional Network in accordance with Section 3.2 herein and Exhibits 1, 2 and 3 attached hereto, three hundred fifty dollars (\$350.00) per day, for each day that any such non-compliance continues.

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

(4) For failure to comply with the technical standards, pursuant to Section 3.6 herein and Exhibit 5 attached hereto, four hundred dollars (\$400.00) per day that any such non-compliance continues.

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

(6) For failure to open and/or operate the customer service office in the City in accordance with Section 12.1 herein, two hundred fifty dollars (\$250.00) per day, for each day that such office is not open and/or operating as required.

(7) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or Outlets in accordance with Sections 3.2, 5.7 and 5.8 herein and/or Exhibits 1, 7 and 8 herein, one hundred dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(8) For failure to meet the FCC's Customer Service Obligations in accordance with Section 12.2 and Exhibit 11 infra, one hundred dollars (\$100.00) per day that any such non-compliance continues.

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

## City of Somerville Cable Television Renewal License

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

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

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

### Section 11.3---**REVOCATION OF THE RENEWAL LICENSE**

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

### Section 11.4---**TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the City shall have all of the rights provided in this Renewal License.

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

In the event that the Licensee intends to take legal action against the Issuing Authority and/or the City for any reason, the Licensee shall first (i) give the City Solicitor at least forty-five (45) days notice unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the City Solicitor before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the City Solicitor and/or other City official(s).

### Section 11.6---**NON-EXCLUSIVITY OF REMEDY**

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

## City of Somerville Cable Television Renewal License

### Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

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

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

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

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**ARTICLE 12**

**SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

**Section 12.1---CUSTOMER SERVICE OFFICE**

(a) For the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff a full-time customer service office, open Monday through Friday within the City of Somerville, for the purpose of receiving all customer inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries. Said office shall be handicapped accessible.

(b) Said office shall be open for walk-in business between the hours of 9:00 am and 5:00 pm, Monday through Friday. In no event shall said office be open less than forty (40) hours per week for the entire term of this Renewal License.

(c) Said customer service office hours may be changed reasonably at the discretion of the Licensee; provided, however, that (i) the Licensee shall give the Issuing Authority at least thirty (30) days advance notice of any such change(s), (ii) the Licensee shall take into account any possible concerns raised by the Issuing Authority regarding such possible changes and (iii) in no event shall said office be open less than forty (40) hours per week for the entire term of this Renewal License.

**Section 12.2---TELEPHONE ACCESS**

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

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

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

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

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the quarterly reports, subject to Section 13.5 infra, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

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### Section 12.3---SERVICES FOR THE HANDICAPPED

The Licensee's Cable System shall be compatible with closed-captioned decoders. The Licensee shall comply will all State and federal laws regarding handicapped devices.

### Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

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

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

(c) The Licensee shall make installation and service calls to its Subscribers from 9:00 AM to 7:00 PM Monday through Friday and from 9:00 AM to 5:00 PM on Saturday. The Licensee shall not change said service call hours without first notifying the Issuing Authority of said changes thirty (30) days in advance.

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

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

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

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

City of Somerville Cable Television Renewal License

**Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, which standards are attached hereto, and made a part hereof, as **Exhibit 11**.

**Section 12.6---BUSINESS PRACTICE STANDARDS**

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

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions.

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

**Section 12.7---CUSTOMER IDENTIFICATION**

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

**Section 12.8---COMPLAINT RESOLUTION PROCEDURES**

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

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

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

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

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

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

### **Section 12.9---REMOTE CONTROL DEVICES**

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

### **Section 12.10---LOSS OF SERVICE-SIGNAL QUALITY**

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of Complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency,

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which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

### Section 12.11---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, upgrade, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not carrying such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

### Section 12.12---PROTECTION OF SUBSCRIBER PRIVACY

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

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

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

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal License.

### Section 12.13---PRIVACY WRITTEN NOTICE

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

### Section 12.14---MONITORING

(a) Neither the Licensee nor its agents nor the City nor its agents shall tap, monitor, arrange for the

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tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct systemwide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

### Section 12.15---**DISTRIBUTION OF SUBSCRIBER INFORMATION**

The Licensee and its agents and/or employees shall not, without the prior written authorization of the affected Subscriber or User, provide to any third party, including the City, data identifying or designating any Subscriber either by name or address. Said authorization may be withdrawn at any time by the Subscriber or User by providing written notice to the Licensee. In no event shall such authorization be obtained as a condition of Service or continuation thereof, except as necessary to adequately provide particular services.

### Section 12.16---**POLLING BY CABLE**

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

### Section 12.17---**INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

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

## City of Somerville Cable Television Renewal License

### Section 12.18---**SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

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

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

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

### Section 12.19---**PRIVACY STANDARDS REVIEW**

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

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**ARTICLE 13**

**REPORTS, AUDITS AND PERFORMANCE TESTS**

**Section 13.1---GENERAL**

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

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

**Section 13.2---FINANCIAL REPORTS**

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with Division Forms 200 and 300 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information specific to the Somerville Cable System.

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

(c) The Licensee shall also provide a separate report including the following:

(i) All Subscriber and all other revenues of any kind, including, but not limited to, regular Basic Service charges, pay programming charges, pay-per-view revenues, installation revenues (including reconnection, second set, etc.), advertising revenues, leased access revenues, home shopping services revenues and any other special service revenues.

(ii) Any other reports required by State and/or federal law.

**Section 13.3---CABLE SYSTEM INFORMATION**

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service and Pay Cable Subscribers, (ii) the number of dwelling units passed and (iii) the number of plant miles in construction or completed.

## City of Somerville Cable Television Renewal License

### Section 13.4---**IN-HOUSE TELEPHONE REPORTS**

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

### Section 13.5---**SUBSCRIBER COMPLAINT REPORT**

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500B, attached hereto as **Exhibit 12**, to the Issuing Authority, or her designee(s), as required by the Cable Division. The Licensee shall record all written and verbal Complaints of its Subscribers on said Form 500B.

### Section 13.6---**INDIVIDUAL COMPLAINT REPORTS**

Subject to Section 12.10 supra, the Licensee shall, within ten (10) business days after receiving a written request from the City, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

### Section 13.7---**ANNUAL PERFORMANCE TESTS**

(a) Unless required otherwise by applicable State or federal law and/or regulation, the Licensee shall conduct, on an annual basis, performance tests to ensure compliance with the technical specifications in Section 3.6 supra and Exhibit 5 infra, including, without limitation:

- (a) Signal level of video carrier of each activated channel;
- (b) System carrier to noise level(s) measured at a low and high VHF;
- (c) System hum modulation measured at any one frequency.

The costs of such tests shall be borne exclusively by the Licensee.

(b) The above tests shall be submitted to the Issuing Authority, or her designee(s), on an annual basis within ten (10) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable Signals; an assessment of the picture quality available from the access equipment; the weather conditions under which such tests were taken; measurements of Cable System performance as required in Section 3.7 supra; and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement as to what corrective action is to be taken.

## City of Somerville Cable Television Renewal License

(c) All tests herein shall be performed at (1) the Cable System Headend and (2) at three (3) locations in the City farthest from the Headend.

### Section 13.8---QUALITY OF SERVICE

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

(b) Said report shall include the following information:

- (1) the nature of the Complaint or problem which precipitated the special tests;
- (2) the system component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such Complaint/problem was resolved; and
- (5) any other information pertinent to said tests and analysis which may be required.

(c) The Issuing Authority may require that said tests be supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority; provided, however, that the Licensee shall receive fourteen (14) days notice and a reasonable opportunity to cure. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of service is below the standards set forth in Section 3.6 supra and Exhibit 5, attached hereto.

### Section 13.9---DUAL FILINGS

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

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

### Section 13.10---ADDITIONAL INFORMATION

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

City of Somerville Cable Television Renewal License

**Section 13.11---INVESTIGATION**

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

City of Somerville Cable Television Renewal License

**ARTICLE 14**

**EMPLOYMENT**

**Section 14.1--EQUAL EMPLOYMENT OPPORTUNITY**

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

**Section 14.2---NON-DISCRIMINATION**

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

**ARTICLE 15**

**MISCELLANEOUS PROVISIONS**

**Section 15.1---ENTIRE AGREEMENT**

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

**Section 15.2---CAPTIONS**

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

**Section 15.3---SEPARABILITY**

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

**Section 15.4---ACTS OR OMISSIONS OF AFFILIATES**

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

**Section 15.5---RENEWAL LICENSE EXHIBITS**

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

## City of Somerville Cable Television Renewal License

### Section 15.6---WARRANTIES

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

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

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

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

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

### Section 15.7---FORCE MAJEURE

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

### Section 15.8---REMOVAL OF ANTENNAS

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

## City of Somerville Cable Television Renewal License

### Section 15.9---SUBSCRIBER TELEVISION SETS

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

### Section 15.10---STATEMENT OF THE LICENSEE

At or before the Execution Date of this Renewal License, the Licensee shall submit to the Issuing Authority, or her designee, in a form acceptable to the City Solicitor, a statement from the Licensee's Chief Executive Officer (or equivalent), stating that, as of the Execution Date of this Renewal License:

(i) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the Cable Act; and

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

### Section 15.11---APPLICABILITY OF RENEWAL LICENSE

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

### Section 15.12---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor and the Director of the Executive Office of Communications, Somerville City Hall, 93 Highland Avenue, Somerville, Massachusetts 02143, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice-President, Government Relations, Comcast of Massachusetts/New Hampshire/Ohio, Inc., 6 Campanelli Drive, Andover, MA 018101, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

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

## City of Somerville Cable Television Renewal License

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

### **Section 15.13---NO RECOURSE AGAINST THE ISSUING AUTHORITY**

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

### **Section 15.14---COST OF PUBLICATION**

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

### **Section 15.15---CITY'S RIGHT OF INTERVENTION**

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

### **Section 15.16---TERM**

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

**EXHIBITS**

City of Somerville Cable Television Renewal License

**EXHIBIT 1**

**INSTITUTIONAL NETWORK BUILDINGS**

(See Attached)

## City of Somerville INET Outlets In Public Buildings

### City Hall, 93 Highland Ave., Somerville 02143

1. Communications Director's Office (basement)
2. Communications edit room
3. Communications main office
4. Telecom room, outside wall
5. Hall closet across from Election Dept.
6. Purchasing Director's office (1st floor)
7. City Clerk's Office
8. Mayor's Office (2nd floor)
9. Hall outside BOA chambers
10. BOA chambers near podium
11. BOA transmission room
12. Press Secretary's Office

### Department of Public Works, 1 Franey Road 02145

13. Commissioner's Conference Room
14. Trum Field telephone pole, midfield

### Tufts Administration Building, 167 Holland St. 02144

15. SCALE classroom (basement - 2nd class to left of stairs)
16. SCALE Director's office
17. Somerville Community Schools office
18. Human Services reception area (1st floor)
19. Council on Aging large meeting room

### Public Safety Building, 220 Washington St., 02143

20. TV room (basement)
21. Bunk room
22. Patrol desk
23. Captains' room: Engine 3
24. Captains' room: Tower 1
25. Room 101 - Community Relations (1st floor)
26. Room 111 - Classroom
27. Room 154 - Dispatch
28. Room 168 - Lounge
29. Room 209 - Conference room (2nd floor)
30. Room 219 - Chief's office

### Somerville Community Access Television, 90 Union Square 02143

31. Members' Lounge
32. Control Room

**Somerville Central Library, 79 Highland Ave., 02143**

- 33. Cataloging Room (basement)
- 34. Auditorium (1st floor)
- 35. Reading Room (2nd floor)

**Somerville High School, 89 Highland Ave., 02143**

- 36. A100
- 37. A103
- 38. A105
- 39. A107
- 40. A109
- 41. A110
- 42. A112
- 43. A114
- 44. A119
  
- 45. A200
- 46. A200A
- 47. A207
- 48. A209
- 49. A210
- 50. A210A
- 51. A212
- 52. A214
- 53. A219
  
- 54. A300
- 55. A303
- 56. A305
- 57. A309
- 58. A310
- 59. A314
- 60. A319
  
- 61. A400
- 62. A403
- 63. A407
- 64. A409
- 65. A410
- 66. A412
- 67. A414
  
- 68. B120
- 69. B121
- 70. B123
- 71. B133
- 72. B223
- 73. B225 main office
- 74. B226 headmaster's office
- 75. B227
- 76. B230 vice headmaster's receptionist
- 77. B230 vice headmaster's office

- 78. B232
- 79. B233
  
- 80. B235 (daily a.m. bulletins)
- 81. B237
- 82. B239
- 83. Auditorium back wall
- 84. Auditorium stage right
- 85. Auditorium stage left
  
- 86. Auditorium balcony
- 87. B320
- 88. B321
- 89. B323
- 90. B324
- 91. B327
- 92. B329
- 93. B332
- 94. B333
- 95. B336
- 96. B337
  
- 97. B420
- 98. B421
- 99. B423
- 100. B425
- 101. B427
- 102. B429
- 103. B430
- 104. B432
- 105. B433
- 106. B435
- 107. B436
- 108. B437
- 109. B439
  
- 110. C140
- 111. C143
- 112. C149
- 113. C150
- 114. C154
- 115. C157
- 116. C159
  
- 117. C240
- 118. C243
- 119. C245
- 120. C247
- 121. C249
- 122. C250
- 123. C253
- 124. C255
- 125. C257
- 126. C259
- 127. C260

**128. C270 band room**

**129. C340**

**130. C343**

**131. C345**

**132. C347**

**133. C349**

**134. C350**

**135. C354**

**136. C355**

**137. C357**

**138. C358**

**139. C359**

**140. C443**

**141. C445**

**142. C447**

**143. C447**

**144. C449**

**145. C450**

**146. C453**

**147. C455**

**148. C457**

**149. C459**

**150. D165 tv studio**

**151. D197 tv control room**

**152. D266**

**153. D269 av office**

**154. D274 library**

**155. D274 " "**

**156. D364 drama room**

**157. E098**

**158. E099**

**159. E180 athletic director**

**160. E187 dance studio**

**161. E - restaurant**

**162. E197**

**163. E199**

**164. E271**

**165. E273**

**166. E280**

**167. E283**

**168. E297**

**169. E299**

**170. F090**

**171. F095**

**172. F096 \**

- 173. F - field house
- 174. F - field house
- 175. F - field house

**Edgerly Education Center, 8 Bonair St., 02145**

- 176. Room 205 (kindergarten, 1st floor)
- 177. Full Circle library (2nd floor)

**East Somerville Community School, 115 Pearl St., 02145**

- 178. Room 104 (1st floor)
- 179. Room 112
- 180. Room 116
- 181. Library
- 182. Auditorium
- 183. Room 201 (2nd floor)
- 184. Room 204
- 185. Room 212A
- 186. Room 214

**Lincoln Park Community School, 290 Washington St., 02143**

- 187. Home Economics Class (1st floor)
- 188. Cafetorium
- 189. Room 1M6
- 190. Room 2A11 (2nd floor)
- 191. Room 2C9
- 192. Music Room (3rd floor)
- 193. Room 3B11
- 194. Room 3C7
- 195. Room 3S7

**Powder House Community School, 1060 Broadway 02144**

- 196. Room 129A (1st floor)
- 197. Corridor outside room 168
- 198. Teachers' Room
- 199. Room 214C (2nd floor)
- 200. Room 223C
- 201. Room 231A
- 202. Room 307B (3rd floor)
- 203. Room 315C
- 204. Room 323A

**Brown School, 201 Willow Ave., 02144**

- 205. Room 1 (1st floor)
- 206. Room 6 (2nd floor)
- 207. Library (3rd floor)

Conwell School, Capen Court, 02144

- 208. Room 5
- 209. Room 7
- 210. 6th Grade

Winter Hill Community School, 115 Sycamore St., 02145

- 211. Music Room (1st floor)
- 212. Cafeteria
- 213. Room 205 (2nd floor)
- 214. Room 249
- 215. Room 305 (3rd floor)
- 216. Room 329
- 217. Room 427 (4th floor)
- 218. Room 429
- 219. Room 432
- 220. Library

Cummings School, 93 School St., 02143

- 221. Room 14 (1st floor)
- 222. Gymnasium
- 223. Room 22 (2nd floor)
- 224. Room 26
- 225. Room 28

West Somerville Neighborhood School, 177 Powder House Blvd., 02144

- 226. All classes wired by architect.
- 227. additional outlet Room 311 Computer Lab

Healey School, 5 Meacham St., 02145

- 228. All classes wired by architect.

Kennedy School, , 85 Elm St., 02143

- 229. All classes wired by architect.

Tufts University, Packard Ave., Somerville 02144/Medford 02155

- 230. Olin Media Center

Fire Station, 266 Broadway, 02145

- 231.

**Fire Station, 265 Highland Ave., 02143**

232.

**Fire Station, 6 Newbury St., 02144**

233.

**Fire Station, 651 Somerville Ave., 02143**

234.

**Michael Capuano early Childhood Center, 150 Glen St. Requested prior to 1/24/03, not yet installed)**

235.

City of Somerville Cable Television Renewal License

**EXHIBIT 2**

**FIBER-OPTIC CABLE LINK SPECIFICATIONS**

(See Attached)

**EXHIBIT 2**  
**Fiber Optic Link**

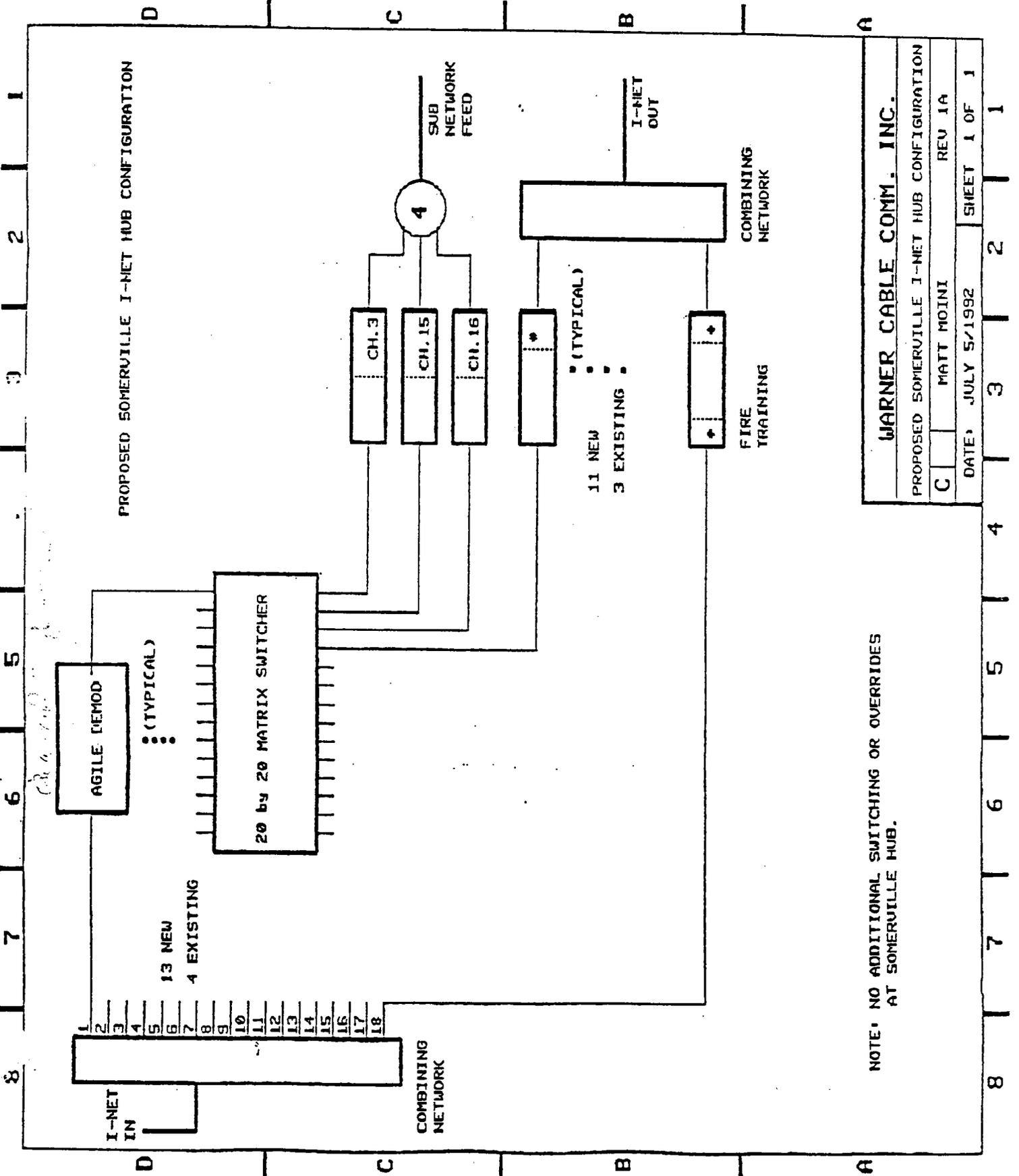
The Licensee shall provide a direct point to point fiber optic connection between the Somerville City Hall and Somerville High School Concourse area (81/93 Highland Avenue) to the Licensees headend connection at 90 Union Square. The City will work with the licensee to expedite building access, permitting and routing of the fiber optic link wherever possible. Within ninety (90) days of execution date of this license, the licensee after consultation with the City will provide to the City a proposed route map drawing and final technical specifications of the fiber optic link. All final specifications shall be consistent with the existing I-NET.

City of Somerville Cable Television Renewal License

**EXHIBIT 3**

**INSTITUTIONAL NETWORK DESCRIPTION**

(See Attached)



<b>WARNER CABLE COMM. INC.</b>	
PROPOSED SOMERVILLE I-NET HUB CONFIGURATION	
C	MATT MOINI REV 1A
DATE: JULY 5/1992	SHEET 1 OF 1

NOTE: NO ADDITIONAL SWITCHING OR OVERRIDES AT SOMERVILLE HUB.

1 2 3 4 5 6 7 8

A B C D

**EXHIBIT 4**

**EMERGENCY ALERT OVERRIDE SYSTEM SPECIFICATIONS**

(See Attached)

**Subpart A - General**

## Section

- 11.1 Purpose.
- 11.11 The Emergency Alert System (EAS).
- 11.12 Two-tone Attention Signal Encoder and Decoder.
- 11.13 Emergency Action Notification (EAN) and Emergency Action Termination (EAT).
- 11.14 EAN Network and Primary Entry Point (PEP) System.
- 11.15 EAS Operating Handbook.
- 11.16 National Control Point Procedures.
- 11.18 EAS Designations.
- 11.19 EAS Non-participating National Authorization Letter.
- 11.20 State Relay Network.
- 11.21 State and Local Area Plans and FCC Mapbook.

**Subpart B - Equipment Requirements**

- 11.31 EAS protocol.
- 11.32 EAS Encoder.
- 11.33 EAS Decoder.
- 11.34 Acceptability of the equipment.
- 11.35 Equipment operational readiness.

**Subpart C - Organization**

- 11.41 Participation in EAS.
- 11.42 Participation by communications common carriers.
- 11.43 National level participation.
- 11.44 EAS message priorities.
- 11.45 Prohibition of false or deceptive EAS transmissions.
- 11.46 EAS public service announcements.
- 11.47 Optional use of other communications methods and systems.

**Subpart D - Emergency Operations**

- 11.51 EAS code and Attention Signal Transmission requirements.
- 11.52 EAS code and Attention Signal Monitoring requirements.
- 11.53 Dissemination of Emergency Action Notification.
- 11.54 EAS operation during a National Level emergency.
- 11.55 EAS operation during a State or Local Area emergency.

**Subpart E - Tests**

- 11.61 Tests of EAS procedures.
- 11.62 Closed Circuit Tests of National Level EAS facilities.

**Authority: 47 U.S.C. 151, 154(i) and (o), 303(r), 544(g) and 606.**

**Subpart A - General****11.1 Purpose.**

This part contains rules and regulations providing for an Emergency Alert System (EAS). The EAS provides the President with the capability to provide immediate communications and information to the general public at the National, State and Local Area levels during periods of national emergency. The rules in this part describe the required technical standards and operational procedures of the EAS for AM, FM and TV broadcast stations, cable systems and other participating entities. The EAS may be used to provide the heads of State and local government, or their designated representatives, with a means of emergency communication with the public in their State or Local Area.

**11.11 The Emergency Alert System (EAS).**

(a) The EAS is composed of broadcast networks; cable networks and program suppliers; AM, FM, Low Power FM (LPFM) and TV broadcast stations; Class A television (CA) stations; Low Power TV (LPTV) stations; cable systems; wireless cable systems which may consist of Multipoint Distribution Service (MDS), Multichannel Multipoint Distribution Service (MMDS), or Instructional Television Fixed Service (ITFS) stations; and other entities and industries operating on an organized basis during emergencies at the National, State and local levels. It requires that at a minimum all participants use a common EAS protocol, as defined in § 11.31, to send and receive emergency alerts in accordance with the effective dates in the following tables:

**TIMETABLE  
BROADCAST STATIONS**

REQUIREMENT	AM & FM	TV	FM CLASS D	LPTV <sup>1</sup>	LPFM	CLASS A TV
Two-tone encoder <sup>2,3</sup>	Y	Y	N	N	N	Y
Two-tone decoder	Y	Y	Y	Y	Y	Y
EAS decoder	Y 1/1/97	Y 1/1/97	Y 1/1/97	Y 1/1/97	Y	Y
EAS encoder	Y 1/1/97	Y 1/1/97	N	N	N	Y
Audio message	Y 1/1/97	Y 1/1/97	Y 1/1/97	Y 1/1/97	Y	Y
Video message	N/A	Y 1/1/97	N/A	Y 1/1/97	N/A	Y

<sup>1/</sup> LPTV stations that operate as television broadcast translator stations are exempt from the requirement to have EAS equipment.

<sup>2/</sup> Effective July 1, 1995, the two-tone signal must be 8-25 seconds.

<sup>3/</sup> Effective January 1, 1998, the two-tone signal may only be used to provide audio alerts to audiences before EAS emergency messages and the required monthly tests.

<b>EAS REQUIREMENTS CABLE SYSTEMS</b>			
A. Cable systems serving fewer than 5,000 subscribers from a headend must either provide the National level EAS message on all programmed channels--including the required testing--by October 1, 2002, or comply with the following EAS requirements. All other cable systems must comply with B.			
B. EAS Equipment Requirement			
	System size and effective dates		
	≥ 10,000 subscribers	≥5,000 but < 10,000 subscribers	<5,000 subscribers
Two-tone signal from storage device <sup>1</sup>	Y 12/31/98	Y 10/1/02	Y 10/1/02
Two-tone decoder	N	N	N
EAS decoder	Y 12/31/98	Y 10/1/02	Y 10/1/02
EAS encoder	Y 12/31/98	Y 10/1/02	Y 10/1/02
Audio and Video EAS Message on all channels	Y 12/31/98	Y 10/1/02	N
Video interrupt and audio alert message on all channels; <sup>2</sup> Audio and Video EAS message on at least one channel.	N	N	Y 10/1/02

<sup>1/</sup> Two-tone signal is only used to provide an audio alert to audience before EAS emergency messages and required monthly test. The two-tone signal must be 8-25 seconds in duration.

<sup>2/</sup> The Video interrupt must cause all channels that carry programming to flash for the duration of the EAS emergency message. The audio alert must give the channel where the EAS messages are carried and be repeated for the duration of the EAS message.

NOTE: Programmed channels do not include channels used for the transmission of data such as interactive games.

Wireless Cable Systems (MDS/MMDS/ITFS STATIONS)		
A. Wireless cable systems serving fewer than 5,000 subscribers from a single transmission site must either provide the National level EAS message on all programmed channels—including the required testing--by October 1, 2002, or comply with the following EAS requirements. All other wireless cable systems must comply with B.		
B. EAS Equipment Requirement		
	System size and effective dates	
	≥ 5,000 subscribers	< 5,000 subscribers
EAS decoder	Y 10/1/02	Y 10/1/02
EAS encoder <sup>1</sup>	Y 10/1/02	Y 10/1/02
Audio and Video EAS Message on all channels	Y 10/1/02	N
Video interrupt and audio alert message on all channels; <sup>2</sup> Audio and Video EAS message on at least one channel	N	Y 10/1/02

1/ Two-tone signal is only used to provide an audio alert to audience before EAS emergency messages and required monthly test. The two-tone signal must be 8-25 seconds in duration.

2/ The Video interrupt must cause all channels that carry programming to flash for the duration of the EAS emergency message. The audio alert must give the channel where the EAS messages are carried and be repeated for the duration of the EAS message.

NOTE: Programmed channels do not include channels used for the transmission of data services such as Internet.

(b) Class D non-commercial educational FM stations as defined in § 73.506, LPFM stations as defined in §§ 73.811 and 73.853, and LPTV stations as defined in § 74.701(f) are not required to comply with § 11.32. LPTV stations that operate as television broadcast translator stations, as defined in § 74.701(b) are not required to comply with the requirements of this part. FM broadcast booster stations as defined in § 74.1201(f) of this chapter and FM translator stations as defined in § 74.1201(a) of this chapter which entirely rebroadcast the programming of other local FM broadcast stations are not required to comply with the requirements of this part.

(c) For purposes of the EAS, Multipoint Distribution Service (MDS) and Multichannel Multipoint Distribution Service (MMDS) stations operated in accordance with Subpart K of Part 21 and Instructional Television Fixed Service (ITFS) stations operated as part of wireless cable systems in accordance with Subpart I of Part 74 are defined as follows:

(1) a "wireless cable system" is a collection of channels in the MDS, MMDS, or ITFS used to provide video programming services to subscribers. The channels may be licensed to or leased by the wireless cable system operator.

(2) a "wireless cable operator" is the entity that has acquired the right to use the channels of a wireless cable system for transmission of programming to subscribers.

(d) Local franchise authorities and cable television system operators may enter into mutual agreements that require the installation of EAS equipment before the required dates listed above. Additionally, local franchise authorities may use any EAS codes authorized by the FCC in any agreements.

(e) Organizations using other communications systems or technologies such as, Direct Broadcast Satellite (DBS), low earth orbit satellite systems, paging, computer networks, etc. may join the EAS on a voluntary basis by contacting the FCC. Organizations that choose to voluntarily participate must comply with the requirements of this part.

#### 11.12 Two-tone Attention Signal Encoder and Decoder.

Existing two-tone Attention Signal Encoder and Decoder equipment type accepted for use as Emergency Broadcast System equipment under Part 73 may be used by broadcast stations until January 1, 1998, provided that such equipment meets the requirements of §§ 11.32(a)(9) and § 11.33(b). Effective January 1, 1998, the two-tone Attention Signal Decoder will no longer be required and the two-tone Attention Signal will be used to provide an audio alert.

#### 11.13 Emergency Action Notification (EAN) and Emergency Action Termination (EAT).

(a) The Emergency Action Notification (EAN) is the notice to all broadcast stations, cable systems and wireless cable systems, other regulated services of the FCC, participating industry entities, and to the general public that the EAS has been activated for a national emergency.

(b) The Emergency Action Termination (EAT) is the notice to all broadcast stations, cable systems and wireless cable systems, other regulated services of the FCC, participating industry entities, and to the general public that the EAN has terminated.

#### 11.14 EAN Network and Primary Entry Point (PEP) System.

(a) The EAN network is a dedicated communications service connecting industry networks, wire services and common

carriers with government activation points. It is used to distribute EAN and Termination messages. The industry control locations retransmit the EAN message, the Presidential message, and the Termination message on their facilities to their affiliates.

(b) The PEP system is a nationwide network of broadcast stations connected with government activation points. It can also be used to distribute EAN and EAT.

#### **11.15 EAS Operating Handbook.**

The EAS Operating Handbook states in summary form the actions to be taken by personnel at broadcast stations, cable systems and wireless cable systems, and other participating entities upon receipt of an EAN, an EAT, tests, or State and Local Area alerts. It is issued by the FCC and contains instructions for the above situations. A copy of the Handbook must be located at normal duty positions or EAS equipment locations when an operator is required to be on duty and be immediately available to staff responsible for authenticating messages and initiating actions.

#### **11.16 National Control Point Procedures.**

The National Control Point Procedures are written instructions issued by the FCC to national level EAS control points. They are for use by the participating radio and television networks, cable networks and program suppliers, common carriers and wire services. The procedures are divided into sections as follows:

(a) *National Level EAS Activation.* This section contains the activation and termination instructions for Presidential messages.

(b) *EAS Test Transmissions.* This section contains the instructions for testing the EAS at the National level.

(c) *National Information Center (NIC).* This section contains instructions for distributing United States Government official information messages after completion of the National Level EAS activation and termination actions.

#### **11.18 EAS Designations.**

(a) National Primary (NP) is a source of EAS Presidential messages.

(b) Local Primary (LP) is a source of EAS Local Area messages. An LP source is responsible for coordinating the carriage of common emergency messages from sources such as the NWS or local emergency management offices as specified in its EAS Local Area Plan. If it is unable to carry out this function, other LP sources in the Local Area may be assigned the responsibility as indicated in State and Local Area Plans. LP sources are assigned numbers (LP-1, 2, 3, etc.) in the sequence they are to be monitored by other broadcast stations in the Local Area.

(c) State Primary (SP) is a source of EAS State messages. These messages can originate from the Governor or a designated representative in the State Emergency Operating Center (EOC) or State Capital. Messages are sent via the State Relay Network.

(d) State Relay (SR) is a relay source of EAS State messages. It is part of the State Relay Network and relays National and State common emergency messages into Local Areas.

(e) Participating National (PN) sources transmit EAS National, State or Local Area messages. The EAS transmissions of PN sources are intended for direct public reception.

(f) Non-participating National (NN) sources have elected not to participate in the National level EAS and hold an authorization letter to that effect. Upon activation of the national level EAS, NN sources are required to broadcast the EAS codes, Attention Signal, the sign-off announcement in the EAS Operating Handbook and then stop operating. All NN sources are required to comply with § 11.51, § 11.52 and § 11.61 of this part. They may transmit EAS State or Local Area messages at any time without prior notice.

#### **11.19 EAS Non-participating National Authorization Letter.**

This authorization letter is issued by the FCC to broadcast station licensees and cable systems and wireless cable systems. It states that the licensee, cable operator or wireless cable operator has agreed to go off the air or in the case of cable discontinue programming on all channels during a national level EAS message. For broadcast licensees this authorization will remain in effect through the period of the initial license and subsequent renewals from the time of issuance unless returned by the holder or suspended, modified or withdrawn by the Commission.

#### **11.20 State Relay Network.**

This network is composed of State Relay (SR) sources, leased common carrier communications facilities or any other available communication facilities. The network distributes State EAS messages originated by the Governor or designated official. In addition to EAS monitoring, satellites, microwave, FM subcarrier or any other communications technology may be used to distribute State emergency messages.

#### **11.21 State and Local Area Plans and FCC Mapbook.**

EAS plans contain guidelines which must be followed by broadcast and cable personnel, emergency officials and National weather Service (NWS) personnel to activate the EAS. The plans include the EAS header codes and messages that will be transmitted by key EAS sources (NP, LP, SP and SR). State and local plans contain unique methods of EAS message distribution such as the use of RBDS. The plans must be reviewed and approved by the Chief, Technical and Public Safety Division, Enforcement Bureau, prior to implementation to ensure that they are consistent with national plans, FCC regulations, and EAS operation.

(a) The State plan contains procedures for State emergency management and other State officials, the NWS, and broadcast and cable personnel to transmit emergency information to the public during a State emergency using the EAS.

(b) The Local Area plan contains procedures for local officials or the NWS to transmit emergency information to the public during a local emergency using the EAS. Local plans may be a part of the State plan. A Local Area is a geographical area of contiguous communities or counties that may include more than one state.

(c) The FCC Mapbook is based on the above plans. It organizes all broadcast stations and cable systems according to their State, EAS Local Area and EAS designation.

### **Subpart B - Equipment Requirements**

#### **11.31 EAS protocol.**

(a) The EAS uses a four part message for an emergency activation of the EAS. The four parts are; Preamble and EAS Header Codes, audio Attention Signal, message, and, Preamble and EAS End Of Message Codes.

(1) The Preamble and EAS Codes must use Audio Frequency Shift Keying at a rate of 520.83 bits per second to transmit the codes. Mark frequency is 2083.3 Hz and space frequency is 1562.5 Hz. Mark and space time must be 1.92 milliseconds. Characters are ASCII seven bit characters as defined in ANSI X3.4-1977 ending with an eighth null bit (either 1 or 0) to constitute a full eight-bit byte.

(2) The Attention Signal must be made up of the fundamental frequencies of 853 and 960 Hz. The two tones must be transmitted simultaneously. The Attention Signal must be transmitted after the EAS header codes.

(3) The message may be audio, video or text.

(b) The ASCII dash and plus symbols are required and may not be used for any other purpose. Unused characters must be ASCII space characters. FM or TV call signs must use a slash ASCII character number 47 (/) in lieu of a dash.

(c) The EAS protocol, including any codes, must not be amended, extended or abridged without FCC authorization. The EAS protocol and message format are specified in the following representation. Examples are provided in FCC Public Notices.

---

```
[PREAMBLE]ZCZC-ORG-EEE-PSSCCC+TTTT-JJHHMM-LLLLLLLL-
(one second pause)
[PREAMBLE]ZCZC-ORG-EEE-PSSCCC+TTTT-JJHHMM-LLLLLLLL-
(one second pause)
[PREAMBLE]ZCZC-ORG-EEE-PSSCCC+TTTT-JJHHMM-LLLLLLLL-
(at least a one second pause)
(transmission of 8 to 25 seconds of Attention Signal)
(transmission of audio, video or text messages)
(at least a one second pause)
[PREAMBLE]NNNN
(one second pause)
[PREAMBLE]NNNN
(one second pause)
[PREAMBLE]NNNN
(at least one second pause)
```

---

[PREAMBLE] This is a consecutive string of bits (sixteen bytes of AB hexadecimal [8 bit byte 10101011]) sent to clear the system, set AGC and set asynchronous decoder clocking cycles. The preamble must be transmitted before each header and End Of Message code.

ZCZC- This is the identifier, sent as ASCII characters ZCZC to indicate the start of ASCII code.

ORG- This is the Originator code and indicates who originally initiated the activation of the EAS. These codes are specified in paragraph (d) of this section.

EEE- This is the Event code and indicates the nature of the EAS activation. The codes are specified in paragraph (e) of this section. The Event codes must be compatible with the codes used by the NWS Weather Radio Specific Area Message Encoder (WRSAME).

PSSCCC- This is the Location code and indicates the geographic area affected by the EAS alert. There may be 31 Location codes in an EAS alert. The Location code uses the Federal Information Processing Standard (FIPS) numbers as described by the U.S.

Department of Commerce in National Institute of Standards and Technology publication FIPS PUB 6-4. Each state is assigned an SS number as specified in paragraph (f) of this section. Each county and some cities are assigned a CCC number. A CCC number of 000 refers to an entire State or Territory. P defines county subdivisions as follows: 0 = all or an unspecified portion of a county, 1 = Northwest, 2 = North Central, 3 = Northeast, 4 = West Central, 5 = Central, 6 = East Central, 7 = Southwest, 8 = South Central, 9 = Southeast. Other numbers may be designated later for special applications. The use of county subdivisions will probably be rare and generally for oddly shaped or unusually large counties. Any subdivisions must be defined and agreed to by the local officials prior to use.

+TTTT- This indicates the valid time period of a message in 15 minute segments up to one hour and then in 30 minute segments beyond one hour; i.e., +0015, +0030, +0045, +0100, +0430 and +0600.

JJHHMM- This is the day in Julian Calendar days (JJ) of the year and the time in hours and minutes (HHMM) when the message was initially released by the originator using 24 hour Universal Coordinated Time (UTC).

LLLLLLLL- This is the identification of the broadcast station, cable system, MDS/MMDS/ITFS station, NWS office, etc., transmitting or retransmitting the message. These codes will be automatically affixed to all outgoing messages by the EAS encoder.

NNNN This is the End of Message (EOM) code sent as a string of four ASCII N characters.

(d) The only originator codes are:

<u>Originator</u>	<u>ORG Code</u>
Emergency Action Notification Network	EAN
Primary Entry Point System	PEP
National Weather Service	WXR
Civil authorities	CIV
Broadcast station or cable system	EAS

(e) The following Event (EEE) codes are presently authorized:

Nature of Activation Event Codes

Nature of Activation Event Codes

National Codes:

Emergency Action Notification (National only)	EAN	Flood Watch	FLA
Emergency Action Termination (National only)	EAT	Flood Warning	FLW
National Information Center	NIC	Flood Statement	FLS
National Periodic Test	NPT	Winter Storm Watch	WSA
Required Monthly Test	RMT	Winter Storm Warning	WSW
Required Weekly Test	RWT	Blizzard Warning	BZW
Local Codes:		High Wind Watch	HWA
Tornado Watch	TOA	High Wind Warning	HWW
Tornado Warning	TOR	Hurricane Watch	HUA
Severe Thunderstorm Watch	SVA	Hurricane Warning	HUW
Severe Thunderstorm Warning	SVR	Hurricane Statement	HLS
Severe Weather Statement	SVS	Tsunami Watch	TSA
Special Weather Statement	SPS	Tsunami Warning	TSW
Flash Flood Watch	FFA	Evacuation Immediate	EVI
Flash Flood Warning	FFW	Civil Emergency Message	CEM
Flash Flood Statement	FFS	Practice/Demo Warning	DMO
		Administrative Message	ADR

(f) The State and Territory FIPS number codes (SS) are as follows. County FIPS numbers (CCC) are contained in the State EAS Mapbook.

State	FIPS#								
AL	01	HI	15	MA	25	NM	35	SD	46
AK	02	ID	16	MI	26	NY	36	TN	47
AZ	04	IL	17	MN	27	NC	37	TX	48
AR	05	IN	18	MS	28	ND	38	UT	49
CA	06	IA	19	MO	29	OH	39	VT	50
CO	08	KS	20	MT	30	OK	40	VA	51
CT	09	KY	21	NE	31	OR	41	WA	53
DE	10	LA	22	NV	32	PA	42	WV	54
FL	12	ME	23	NH	33	RI	44	WI	55
GA	13	MD	24	NJ	34	SC	45	WY	56

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Terr.	FIPS#								
AS	60	FM	64	GU	66	MH	68	MP	69
PR	72	PW	70	UM	74	VI	78		

**11.32 EAS Encoders.**

(a) EAS Encoders must at a minimum be capable of encoding the EAS protocol described in § 11.31 and providing the EAS code transmission requirements described in § 11.51. EAS encoders must additionally provide the following minimum specifications:

(1) Encoder programming. Access to encoder programming shall be protected by a lock or other security measures and be configured so that authorized personnel can readily select and program the EAS Encoder with Originator, Event and Location codes for either manual or automatic operation.

(2) Inputs. The encoder shall have two inputs, one for audio messages and one for data messages (RS-232C with standard protocol and 1200 baud rate).

(3) Outputs. The encoder shall have two outputs, one audio port and one data port (RS-232C with standard protocol and 1200 baud rate).

(4) Calibration. EAS Encoders must provide a means to comply with the modulation levels required in § 11.51(f).

(5) Day-Hour-Minute and Identification Stamps. The encoder shall affix the JJJHHMM and LLLLLLLL codes automatically to all initial messages.

(6) Program Data Retention. Program data and codes shall be retained even with the power removed.

(7) Indicator. An aural or visible means that is activated when the Preamble is sent and deactivated at the End of Message code.

(8) Spurious Response. All frequency components outside 200 to 4000 Hz shall be attenuated by 40 dB or more with respect to the output levels of the mark or space frequencies.

(9) Attention Signal generator. The encoder must provide an attention signal that complies with the following:

(i) Tone Frequencies. The audio tones shall have fundamental frequencies of 853 and 960 Hz and not vary over 0.5 Hz.

(ii) Harmonic Distortion. The total harmonic distortion of each of the audio tones may not exceed 5% at the encoder output terminals.

(iii) Minimum Level of Output. The encoder shall have an output level capability of at least +8 dBm into a 600 Ohm load impedance at each audio tone. A means shall be provided to permit individual activation of the two tones for calibration of associated systems.

(iv) Time Period for Transmission of Tones. The encoder shall have timing circuitry that automatically generates the two tones simultaneously for a time period of not less than 8 nor longer than 25 seconds. NOTE: Prior to July 1, 1995, the Attention Signal must be at least 20 and not more than 25 seconds.

(v) Inadvertent activation. The switch used for initiating the automatic generation of the simultaneous tones shall be protected to prevent accidental operation.

(vi) Indicator Display. The encoder shall be provided with a visual and/or aural indicator which clearly shows that the Attention Signal is activated.

(b) Operating Temperature and Humidity. Encoders shall have the ability to operate with the above specifications within an ambient temperature range of 0 to +50 degrees C and a range of relative humidity of up to 95%.

(c) Primary Supply Voltage Variation. Encoders shall be capable of complying with the requirements of this section during a variation in primary supply voltage of 85 percent to 115 percent of its rated value.

(d) Testing Encoder Units. Encoders not covered by § 11.34(e) of this part shall be tested in a 10 V/m minimum RF field at an AM broadcast frequency and a 0.5 V/m minimum RF field at an FM or TV broadcast frequency to simulate actual working conditions.

### 11.33 EAS Decoder.

(a) An EAS Decoder must at a minimum be capable of decoding the EAS protocol described in §11.31, provide the EAS monitoring functions described in § 11.52, and the following minimum specifications:

(1) Inputs. Decoders must have the capability to receive at least 2 audio inputs from EAS monitoring assignments, and one data input (RS-232C with standard protocol and 1200 baud rate). The data input may be used to monitor other communications modes such as Radio Broadcast Data System (RBDS), NWR, satellite, public switched telephone network, or any other source that uses the EAS protocol.

(2) Valid codes. There must be a means to determine if valid EAS header codes are received and to determine if preselected header codes are received.

(3) Storage. Decoders must provide the means to:

(i) Record and store, either internally or externally, at least two minutes of audio or text messages. A decoder manufactured without an internal means to record and store audio or text must be equipped with a means (such as an audio or digital jack connection) to couple to an external recording and storing device.

(ii) Store at least 10 preselected event and originator header codes, in addition to the eight mandatory event/originator codes for tests and national activations, and store any preselected location codes for comparison with incoming header codes. A non-preselected header code that is manually transmitted must be stored for comparison with later incoming header codes. The header codes of the last ten received valid messages which still have valid time periods must be stored for comparison with the incoming valid header codes of later messages. These last received header codes will be deleted from storage as their valid time periods expire.

(4) Display. A visual message shall be developed from any valid EAS header codes received. The message will include the Originator, Event, Location, the valid time period of the message and the local time the message was transmitted. The message shall be in the primary language of the broadcast station or cable system and be fully displayed on the decoder and readable in normal light and darkness.

(5) Indicators. EAS Decoders must have a distinct separate aural or visible means to indicate when any of the following conditions occurs:

(i) any valid EAS header codes are received as specified in § 11.33(a)(10).

(ii) preprogrammed header codes, such as those selected in accordance with § 11.52(d)(2) are received.

(iii) a signal is present at each audio input that is specified in § 11.33(a)(1).

(6) Program Data Retention. The program data must be retained even with power removed.

(7) Outputs. Decoders shall have the following outputs: a data port or ports (RS-232C with standard protocol and 1200 baud rate) where received valid EAS header codes and received preselected header codes are available; one audio port that is capable of monitoring each decoder audio input; and, an internal speaker to enable personnel to hear audio from each input.

(8) Decoder Programming. Access to decoder programming shall be protected by a lock or other security measures and be configured so that authorized personnel can readily select and program the EAS Decoder with preselected Originator, Event and Location codes for either manual or automatic operation.

(9) Reset. There shall be a method to automatically or manually reset the decoder to the normal monitoring condition. Operators shall be able to select a time interval, not less than two minutes, in which the decoder would automatically reset if it received an EAS header code but not an end-of-message (EOM) code. Messages received with the EAN Event codes shall disable the reset function so that lengthy audio messages can be handled. The last message received with valid header codes shall be displayed as required by paragraph (a)(4) of this section before the decoder is reset.

(10) Message Validity. An EAS Decoder must provide error detection and validation of the header codes of each message to ascertain if the message is valid. Header code comparisons may be accomplished through the use of a bit-by-bit compare or any other error detection and validation protocol. A header code must only be considered valid when two of the three headers match exactly. Duplicate messages must not be relayed automatically.

(11) A header code with the EAN Event code specified in § 11.31(c) of this part that is received through either of the two audio inputs must override all other EAS messages.

(b) Attention Signal. EAS Decoders at broadcast stations shall have detection and activation circuitry that will demute a receiver upon detection of the two audio tones of 853 Hz and 960 Hz. To prevent false responses, decoders designed to use the two tones for broadcast receiver demuting shall comply with the following:

(1) Time Delay. A minimum time delay of 8 but not more than 16 seconds of tone reception shall be incorporated into the demuting or activation process to insure that the tones will be audible for a period of at least 4 seconds. After July 1, 1995, the time delay shall be 3-4 seconds.

(2) Operation Bandwidth. The decoder circuitry shall not respond to tones which vary more than " 5 Hz from each of the frequencies, 853 Hz and 960 Hz.

(3) Reset Ability. The decoder shall have a means to manually or automatically reset the associated broadcast receiver to a muted state.

(c) Decoders shall be capable of operation within the tolerances specified in this section as well as those in §§§ 11.32(b), (c) and (d).

#### **11.34 Acceptability of the equipment.**

(a) An EAS Encoder used for generating the EAS codes and the Attention Signal must be Certified in accordance with the procedures in Part 2, Subpart J, of this chapter. The data and information submitted must show the capability of the equipment to meet the requirements of this Part as well as the requirements contained in Part 15 of this chapter for digital devices.

(b) Decoders used for the detection of the EAS codes and receiving the Attention Signal must be Certified in accordance with the procedures in Part 2, Subpart J, of this chapter. The data and information submitted must show the capability of the equipment to meet the requirements of this Part as well as the requirements contained in Part 15 of this chapter for digital devices.

(c) The functions of the EAS decoder, Attention Signal generator and receiver, and the EAS encoder specified in § 11.31, § 11.32 and § 11.33 may be combined and Certified as a single unit provided that the unit complies with all specifications in this rule section.

(d) Manufacturers must include instructions and information on how to install, operate and program an EAS Encoder, EAS Decoder, or combined unit and a list of all State and county FIPS numbers with each unit sold or marketed in the U.S.

(e) Waiver requests of the Certification requirements for EAS Encoders or EAS Decoders which are constructed for use at a broadcast station or subject cable system, but are not offered for sale will be considered on an individual basis in accordance with Part 1, Subpart G, of this chapter.

#### **11.35 Equipment operational readiness.**

(a) Broadcast stations and cable systems and wireless cable systems are responsible for ensuring that EAS Encoders, EAS Decoders and Attention Signal generating and receiving equipment used as part of the EAS are installed so that the monitoring and transmitting functions are available during the times the stations and systems are in operation. Additionally, broadcast stations and cable systems and wireless cable systems must determine the cause of any failure to receive the required tests or activations specified in §§ 11.61(a)(1) and (2). Appropriate entries must be made in the broadcast station log as specified in § 73.1820 and § 73.1840 of this chapter, cable system record as specified in § 76.305 of this chapter, MDS/MMDS station records as specified in § 21.304 of this chapter, indicating reasons why any tests were not received.

(b) If the EAS Encoder or EAS Decoder becomes defective, the broadcast station, cable system or wireless cable system may operate without the defective equipment pending its repair or replacement for 60 days without further FCC authority. Entries shall be made in the broadcast station log, cable system or wireless cable system station records showing the date and time the equipment was removed and restored to service. For personnel training purposes, the required monthly test script must still be transmitted even though the equipment for generating the EAS message codes, Attention Signal and EOM code is not functioning.

(c) If repair or replacement of defective equipment is not completed within 60 days, an informal request shall be submitted to the District Director of the FCC field office serving the area in which the broadcast station, cable system or wireless cable system is located for additional time to repair the defective equipment. This request must explain what steps have been taken to repair or replace the defective equipment, the alternative procedures being used while the defective equipment is out of service, and when the defective equipment will be repaired or replaced.

### **Subpart C - Organization**

#### **11.41 Participation in EAS.**

(a) All broadcast stations and cable systems and wireless cable systems specified in § 11.11 are categorized as Participating National (PN) sources unless authorized by the FCC to be a Non-Participating (NN) sources.

(b) A broadcast station and cable system and wireless cable system may submit a written request to the FCC asking to be a Non-Participating National (NN) source. The FCC may then issue a Non-participating National Authorization letter. NN sources must go off the air during a national EAS activation after transmitting specified information.

(1) A station or system that is a Non-participating National (NN) source under § 11.18(f) of this part that wants to become a Participating National (PN) source in the national level EAS must submit a written request to the FCC.

(2) NN sources may voluntarily participate in the State and Local Area EAS. Participation is at the discretion of broadcast station and cable system and wireless cable system management and should comply with State and Local Area EAS Plans.

(c) All sources, including NN, must have immediate access to an EAS Operating Handbook. They should contact the FCC to ensure that they are on the FCC EAS mailing list.

#### **11.42 Participation by communications common carriers.**

(a) During activation of the National level EAS, communications common carriers which have facilities available in place may, without charge, connect:

(1) An originating source from the nearest exchange to a selected Test Center and then to the radio and television broadcast networks, and cable networks and program suppliers for the duration of the emergency, provided an Emergency Action Notification is issued by the White House and the originating source has a local channel from the originating point to the nearest exchange.

(2) An independent broadcast station to the radio and television broadcast networks, and cable networks and program suppliers provided the station has in service a local channel from the station's studio or transmitter directly to the broadcast source.

(b) Upon receipt of the Emergency Action Termination, the common carriers shall disconnect the originating source and the participating independent stations and restore the networks and program suppliers to their original configurations.

(c) During a National level EAS Closed Circuit Test, common carriers which have facilities in place may, without charge, connect an originating source from the nearest exchange to a selected Test Center and then to the radio networks and, if participating, any television networks and cable networks and program suppliers. Independent stations will not be connected during the test unless authorized by the FCC. Upon test termination, participants shall be restored to their original configurations.

(d) A common carrier rendering free service shall file with the FCC, on or before July 31st and January 31st of each year, reports covering the six months ending on June 30th and December 31st respectively. These reports shall state what free service was rendered under this rule and the charges in dollars which would have accrued to the carrier for this service if charges had been collected at the published tariff rates.

#### **11.43 National level participation.**

The industry entities voluntarily participating in the national level EAS are:

- (2) Local Primary (LP) sources monitor the Local Area SR sources or follow the State EAS plan for instructions.
- (3) Participating National (PN) and Non-participating National (NN) sources monitor the Local Area LP sources for instructions.
- (4) Broadcast stations, cable systems and wireless cable systems participating in the State or Local Area EAS must discontinue normal programming and follow the procedures in the State and Local Area Plans. Television stations must comply with § 11.54(b)(6) and cable systems and wireless cable systems must comply with § 11.54(b)(7). Broadcast stations providing foreign language programming shall comply with § 11.54(b)(8) of this part.
- (5) Upon completion of the State or Local Area EAS transmission procedures, resume normal programming until receipt of the cue from the SR or LP sources in your Local Area. At that time begin transmitting the common emergency message received from the above sources.
- (6) Resume normal operations upon conclusion of the message.
- (7) The times of the above EAS actions must be entered in the broadcast station, cable system or wireless cable system records as specified in § 11.54(b)(14) of this part. FCC Form 201 may be used to report EAS activations to the FCC.
- (8) Use of the EAS codes or Attention Signal automatically grants rebroadcast authority as specified in § 11.54(d) of this part.

#### Subpart E - Tests

##### 11.61 Tests of EAS procedures.

- (a) Tests shall be made at regular intervals as indicated below. Additional tests may be performed anytime. EAS activations and special tests may be performed in lieu of required tests as specified in paragraph (a)(6) of this section. All tests will conform with the procedures in the EAS Operating Handbook.
- (1) Required Monthly Tests of the EAS header codes, Attention Signal, Test Script and EOM code.
- (i) Effective January 1, 1997, AM, FM and TV stations.
- (ii) Effective October 1, 2002, cable systems with fewer than 5,000 subscribers per headend.
- (iii) Effective December 31, 1998, cable systems with 10,000 or more subscribers; and effective October 1, 2002, cable systems serving 5,000 or more, but less than 10,000 subscribers per headend.
- (iv) Effective October 1, 2002, all wireless cable systems.
- (v) Tests in odd numbered months shall occur between 8:30 a.m. and local sunset. Tests in even numbered months shall occur between local sunset and 8:30 a.m. They will originate from Local or State Primary sources. The time and script content will be developed by State Emergency Communications Committees in cooperation with affected broadcast stations, cable systems, wireless cable systems, and other participants. Script content may be in the primary language of the broadcast station or cable system. These monthly tests must be transmitted within 15 minutes of receipt by broadcast stations and cable systems and wireless cable systems in an EAS Local Area or State. Class D non-commercial educational FM, LPFM and LPTV stations are required to transmit only the test script.
- (2) Required Weekly Tests:
- (i) EAS Header Codes and EOM Codes:
- (A) Effective January 1, 1997, AM, FM and TV stations must conduct tests of the EAS header and EOM codes at least once a week at random days and times.
- (B) Effective December 31, 1998, cable systems with 10,000 or more subscribers per headend must conduct tests of the EAS header and EOM codes at least once a week at random days and times on all programmed channels:
- (C) Effective October 1, 2002, cable systems serving fewer than 5,000 subscribers per headend must conduct tests of the EAS header and EOM codes at least once a week at random days and times on at least one programmed channel.
- (D) Effective October 1, 2002, the following cable systems and wireless cable systems must conduct tests of the EAS header and EOM codes at least once a week at random days and times on all programmed channels:
- (1) Cable systems serving 5,000 or more, but less than 10,000 subscribers per headend; and,
- (2) Wireless cable systems with 5,000 or more subscribers.
- (E) Effective October 1, 2002, the following cable systems and wireless cable systems must conduct tests of the EAS header and EOM codes at least once a week at random days and times on at least one programmed channel:
- (1) Cable systems with fewer than 5,000 subscribers per headend; and,
- (2) Wireless cable systems with fewer than 5,000 subscribers.
- (ii) Class D non-commercial educational FM, LPFM and LPTV stations are not required to transmit this test but must log receipt.
- (iii) The EAS weekly test is not required during the week that a monthly test is conducted.
- (iv) TV stations, cable television systems and wireless cable systems are not required to transmit a video message when transmitting the required weekly test.
- (3) Periodic Wire Service Tests. AP, Reuters and UPI shall separately conduct test transmissions to broadcast stations and cable systems on their wire networks. Tests may occur no more than once a month at random times selected by the wire services. These tests shall conform with the procedures in the EAS Operating Handbook and the National Control Point Procedures.
- (4) Weekly Emergency Action Notification (EAN) network transmissions. Tests of the National level interconnection facilities shall be conducted on a random basis once each week. They shall originate from the Federal government over a dedicated network to specified control points of the radio and television networks, cable networks and program suppliers, wire services, common carriers and other organizations. The tests shall conform with the National Control Point Procedures.
- (5) Periodic National Tests. National Primary (NP) sources shall participate in tests as appropriate. The FCC may request a report of these tests.
- (6) EAS activations and special tests. The EAS may be activated for emergencies or special tests at the State or Local Area level by a broadcast station, cable system or wireless cable system instead of the monthly or weekly tests required by this section. To substitute for a monthly test, activation must include transmission of the EAS header codes, Attention Signal, emergency message and EOM code and comply with the visual message requirements in § 11.51. To substitute for the weekly test of the EAS header codes and EOM codes in paragraph (2)(i) of this section, activation must include transmission of the EAS header and EOM codes. Television stations and cable systems and wireless cable systems shall comply with the aural and visual message requirements

in § 11.51 of this part. Special EAS tests at the State and Local Area levels may be conducted on daily basis following procedures in State and Local Area EAS plans.

(b) Entries shall be made in broadcast station and cable system and wireless cable system records as specified in § 11.54(b)(14) of this part concerning EAS tests received and transmitted.

**11.62 Closed Circuit Tests of National Level EAS facilities.**

(a) Closed Circuit Tests (CCT) of National Level EAS facilities shall be conducted on a random or scheduled basis not more than once a month and not less than once every three months. Test times will be selected by the White House in coordination with participating industry personnel, the Federal Emergency Management Agency (FEMA), and the FCC. The FCC will notify the participating networks, wire services, cable networks and program suppliers and common carriers of the selected time window for the test at least four working days (holidays excluded) before the test.

(b) The EAS Operating Handbook and National Control Point Procedures contain the CCT procedures.

(c) The control points of the participating radio and television networks, cable networks and program suppliers, wire services and common carriers will receive notification of a CCT by a "Closed Circuit Test Activation Message".

(d) Test announcements will originate from a point selected by the White House with program feed circuitry connected to the telephone company Toll Test Center at points coordinated for each test. Participating common carriers will connect, as required, the facilities of the radio networks and other test participants. Telephone companies are not authorized to add any participating independent broadcast stations unless authorized by the FCC. Authentication will be provided to the Toll Test Center or other program entry location responsible for test arrangements.

(e) CCT procedures for radio network affiliates, wire service subscribers, and, if participating, television network affiliates and cable systems are as follows:

(1) Notification of a CCT will be disseminated as specified in §§ 11.53(a)(1) and (a)(3) of this part and the EAS Operating Handbook.

(2) Recipients immediately monitor their radio network, and if participating, their television network or cable system, and check their wire service for the receipt of the CCT Activation Message.

(3) Continue to monitor for the CCT audio talkup and program.

(4) Enter the time of receipt of the CCT message in the broadcast station log or cable system records.

(5) The CCT terminates on the following aural closing cue in the text of the test program: "This concludes the Closed Circuit Test of the EAS."

(6) Following the closing cue, wire service subscribers will receive a "Closed Circuit Test Termination Message". Record the time of receipt as indicated above.

(f) The FCC may request a CCT report in a prescribed format.

City of Somerville Cable Television Renewal License

**EXHIBIT 5**

**FCC TECHNICAL SPECIFICATIONS**

(See Attached)

## Subpart K—Technical Standards

### § 76.601 Performance tests.

(a) The operator of each cable television system shall be responsible for insuring that each such system is designed, installed, and operated in a manner that fully complies with the provisions of this subpart. Each system operator shall be prepared to show, on request by an authorized representative of the Commission or the local franchiser, that the system does, in fact, comply with the rules.

(b) The operator of each cable television system shall maintain at its local office a current listing of the cable television channels which that system delivers to its subscribers.

(c) The operator of each cable television system shall conduct complete performance tests of that system at least twice each calendar year (at intervals not to exceed seven months), unless otherwise noted below, and shall maintain the resulting test data on file at the operator's local business office for at least five (5) years. The test data shall be made available for inspection by the Commission or the local franchiser, upon request. The performance tests shall be directed at determining the extent to which the system complies with all the technical standards set forth in § 76.605(a) and shall be as follows:

(1) For cable television systems with 1000 or more subscribers but with 12,500 or fewer subscribers, proof-of-performance tests conducted pursuant to this section shall include measurements taken at six (6) widely separated points. However, within each cable system, one additional test point shall be added for every additional 12,500 subscribers or fraction thereof (e.g., 7 test points if 12,501 to 25,000 subscribers; 8 test points if 25,001 to 37,500 subscribers, etc.). In addition, for technically integrated portions of cable systems that are not mechanically continuous (i.e., employing microwave connections), at least one test point will be required for each portion of the cable system served by a technically integrated microwave hub. The proof-of-performance test points chosen shall be

balanced to represent all geographic areas served by the cable system. At least one-third of the test points shall be representative of subscriber terminals most distant from the system input and from each microwave receiver (if microwave transmissions are employed), in terms of cable length. The measurements may be taken at convenient monitoring points in the cable network: Provided, that data shall be included to relate the measured performance of the system as would be viewed from a nearby subscriber terminal. An identification of the instruments, including the makes, model numbers, and the most recent date of calibration, a description of the procedures utilized, and a statement of the qualifications of the person performing the tests shall also be included.

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

(3) The operator of each cable television system shall conduct semi-annual proof-of-performance tests of that system, to determine the extent to which the system complies with the technical standards set forth in § 76.605(a)(4) as follows. The visual

signal level on each channel shall be measured and recorded, along with the date and time of the measurement, once every six hours (at intervals of not less than five hours or no more than seven hours after the previous measurement), to include the warmest and the coldest times, during a 24-hour period in January or February and in July or August.

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

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

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

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

[57 FR 11001, Apr. 1, 1992]

#### § 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

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

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

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

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

during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

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

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

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

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

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

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

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

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

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

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

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

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

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

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

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

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low

frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

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

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

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

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

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

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

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

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

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

**NOTE 3:** The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

**NOTE 4:** Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

**NOTE 5:** Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in

results in a separation of less than 3 meters between the center of the dipole antenna and the system components, or less than 3 meters between the dipole and ground level, the dipole shall be repositioned to provide a separation of 3 meters from the system components at a height of 3 meters or more above ground.

(4) The horizontal dipole antenna shall be rotated about a vertical axis and the maximum meter reading shall be used.

(5) Measurements shall be made where other conductors are 10 or more feet away from the measuring antenna.

(i) For systems using cable traps and filters to control the delivery of specific channels to the subscriber terminal, measurements made to determine compliance with § 76.605(a) (5) and (6) may be performed at the location immediately prior to the trap or filter for the specific channel. The effects of these traps or filters, as certified by the system engineer or the equipment manufacturer, must be attached to each proof-of-performance record.

(j) Measurements made to determine the differential gain, differential phase and the chrominance-luminance delay inequality (chroma delay) shall be made in accordance with the NCTA Recommended Practices for Measurements on Cable Television Systems, 2nd edition, November 1989, on these parameters.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 41 FR 10067, Mar. 9, 1976; 42 FR 21782, Apr. 29, 1977; 49 FR 45441, Nov. 16, 1984; 57 FR 11004, Apr. 1, 1992]

**§ 76.610 Operation in the frequency bands 108-137 and 225-400 MHz—Scope of application.**

The provisions of §§ 76.611 (effective July 1, 1990), 76.612, 76.613, 76.614 and 76.615 are applicable to all cable television systems transmitting carriers or other signal components carried at an average power level equal to or greater than  $10^{-4}$  watts across a 25 kHz bandwidth in any 160 microsecond period, at any point in the cable distribution

system in the frequency bands 108-137 and 225-400 MHz for any purpose. For grandfathered systems, refer to §§ 76.618 and 76.619.

**NOTE 1:** See the provisions of § 76.616 for cable operation near certain aeronautical and marine emergency radio frequencies.

**NOTE 2:** Until January 1, 1990, the band 136-137 MHz is allocated as an alternative allocation to the space operation, meteorological-satellite service and the space research service on a primary basis. After January 1, 1990, the space service will become secondary to aeronautical mobile service radio. Until January 1, 1990, the band 136 to 137 MHz is excluded from the rule sections regarding protection of aeronautical frequencies.

[50 FR 29399, July 19, 1985]

**§ 76.611 Cable television basic signal leakage performance criteria.**

(a) No cable television system shall commence or provide service in the frequency bands 108-137 and 225-400 MHz unless such systems is in compliance with one of the following cable television basic signal leakage performance criteria:

(1) prior to carriage of signals in the aeronautical radio bands and at least once each calendar year, with no more than 12 months between successive tests thereafter, based on a sampling of at least 75% of the cable strand, and including any portion of the cable system which are known to have or can reasonably be expected to have less leakage integrity than the average of the system, the cable operator demonstrates compliance with a cumulative signal leakage index by showing either that (i)  $10 \log I_{1,000}$  is equal to or less than  $-7$  or (ii)  $10 \log I_{60}$  is equal to or less than  $64$ , using one of the following formula:

$$I_{3000} = \frac{1}{\theta} \sum_{i=1}^n \frac{E_i^2}{R_i^2}$$

$$I_{\infty} = \frac{1}{\theta} \sum_{i=1}^n E_i^2$$

where:

$$R_i^2 = r_i^2 + (3000)^2$$

$r_i$  is the distance (in meters) between the leakage source and the center of the cable television system;

$\theta$  is the fraction of the system cable length actually examined for leakage sources and is equal to the strand miles of plant tested divided by the total strand miles in the plant;

$R_i$  is the slant height distance (in meters) from leakage source  $i$  to a point 3000 meters above the center of the cable television system;

$E_i$  is the electric field strength in microvolts per meter ( $\mu\text{V}/\text{m}$ ) measured pursuant to § 76.609(h) 3 meters from the leak  $i$ ; and

$n$  is the number of leaks found of field strength equal to or greater than  $50 \mu\text{V}/\text{m}$  pursuant to Section 76.609(h).

The sum is carried over all leaks  $i$  detected in the cable examined; or

(2) prior to carriage of signals in the aeronautical radio bands and at least once each calendar year, with no more than 12 months between successive tests thereafter, the cable operator demonstrates by measurement in the airspace that at no point does the field strength generated by the cable system exceed 10 microvolts per meter ( $\mu\text{V}/\text{m}$ ) RMS at an altitude of 450 meters above the average terrain of the cable system. The measurement system (including the receiving antenna) shall be calibrated against a known field of  $10 \mu\text{V}/\text{m}$  RMS produced by a well characterized antenna consisting of orthogonal resonant dipoles, both parallel to and one quarter wavelength above the ground plane of a diameter of two meters or more at ground level. The dipoles shall have

centers collocated and be excited 90 degrees apart. The half-power bandwidth of the detector shall be 25 kHz. If an aeronautical receiver is used for this purpose it shall meet the standards of the Radio Technical Commission for Aeronautics (RTCA) for aeronautical communications receivers. The aircraft antenna shall be horizontally polarized. Calibration shall be made in the community unit or, if more than one, in any of the community units of the physical system within a reasonable time period to performing the measurements. If data is recorded digitally the 90th percentile level of points recorded over the cable system shall not exceed  $10 \mu\text{V}/\text{m}$  RMS; if analog recordings is used the peak values of the curves, when smoothed according to good engineering practices, shall not exceed  $10 \mu\text{V}/\text{m}$  RMS.

(b) In paragraphs (a)(1) and (a)(2) of this section the unmodulated test signal used on the cable plant shall:

(1) Be within the VHF aeronautical band 108-137 MHz or any other frequency in which the results can be correlated to the VHF aeronautical band and (2) have an average power level equal to the average power level of the strongest cable television carrier on the system.

(c) In paragraph (a)(1) and (2) of this section, if a modulated test signal is used, the test signal and detector technique must, when considered together, yield the same result as though an unmodulated test signal were used in conjunction with a detection technique which would yield the RMS value of said unmodulated carrier.

(d) If a sampling of at least 75% of the cable strand (and including any portions of the cable system which are known to have or can reasonably be expected to have less leakage integrity than the average of the system) as described in paragraph (a)(1) cannot be obtained by the cable operator or is otherwise not reasonably feasible, the cable operator shall perform the airspace measurements described in paragraph (a)(2).

(e) Prior to providing service to any subscriber on a new section of cable plant, the operator shall show compli-

ance with either: (1) The basic signal leakage criteria in accordance with paragraph (a)(1) or (a)(2) of this section for the entire plant in operation or (2) a showing shall be made indicating that no individual leak in the new section of the plant exceeds 20  $\mu\text{V}/\text{m}$  at 3 meters in accordance with § 76.609 of the Rules.

(f) Notwithstanding paragraph (a) of this section, a cable operator shall be permitted to operate on any frequency which is offset pursuant to § 76.612 in the frequency band 108-137 MHz for the purpose of demonstrating compliance with the cable television basic signal leakage performance criteria.

[50 FR 29399, July 19, 1985, as amended at 53 FR 2499, Jan. 28, 1988; 53 FR 5684, Feb. 25, 1988]

**§ 76.612 Cable television frequency separation standards.**

All cable television systems which operate in the frequency bands 108-137 and 225-400 MHz shall comply with the following frequency separation standards:

(a) In the aeronautical radiocommunication bands 118-137, 225-328.6 and 335.4-400 MHz, the frequency of all carrier signals or signal components carried at an average power level equal to or greater than  $10^{-4}$  watts in a 25 kHz bandwidth in any 160 microsecond period must operate at frequencies offset from certain frequencies which may be used by aeronautical radio services operated by Commission licensees or by the United States Government or its Agencies. The aeronautical frequencies from which offsets must be maintained are those frequencies which are within one of the aeronautical bands defined in this subparagraph, and when expressed in MHz and divided by 0.025 yield an integer. The offset must meet one of the following two criteria:

(1) All such cable carriers or signal components shall be offset by 12.5 kHz with a frequency tolerance of  $\pm 5$  kHz; or

(2) The fundamental frequency from which the visual carrier frequencies are derived by multiplication by an integer number which shall be 6.0003 MHz with a tolerance of  $\pm 1$  Hz (Har-

monically Related Carrier (HRC) comb generators only).

(b) In the aeronautical radionavigation bands 108-118 and 328.6-335.4 MHz, the frequency of all carrier signals or signal components carrier at an average power level equal to or greater than  $10^{-4}$  watts in a 25 kHz bandwidth in any 160 microsecond period shall be offset by 25 kHz with a tolerance of  $\pm 5$  kHz. The aeronautical radionavigation frequencies from which offsets must be maintained are defined as follows:

(1) Within the aeronautical band 108-118 MHz when expressed in MHz and divided by 0.025 yield an even integer.

(2) Within the band 328.6-335.4 MHz, the radionavigation glide path channels are listed in Section 87.501 of the Rules.

NOTE: The HRC system, as described above, will meet this requirement in the 328.6-335.4 MHz navigation glide path band. Those Incrementally Related Carriers (IRC) systems, with comb generator reference frequencies set at certain odd multiples equal to or greater than 3 times the 0.0125 MHz aeronautical communications band offset, e.g.  $(6n + 1.250 \pm 0.0375)$  MHz, may also meet the 25 kHz offset requirement in the navigation glide path band.

[50 FR 29400, July 19, 1985]

**§ 76.613 Interference from a cable television system.**

(a) Harmful interference is any emission, radiation or induction which endangers the functioning of a radionavigation service or of other safety services or seriously degrades, obstructs or repeatedly interrupts a radiocommunication service operating in accordance with this chapter.

(b) The operator of a cable television system that causes harmful interference shall promptly take appropriate measures to eliminate the harmful interference.

(c) If harmful interference to radio communications involving the safety of life and protection of property cannot be promptly eliminated by the application of suitable techniques, operation of the offending cable television system or appropriate elements thereof shall immediately be suspended upon notification by the Engineer

in Charge (EIC) of the Commission's local field office, and shall not be resumed until the interference has been eliminated to the satisfaction of the EIC. When authorized by the EIC, short test operations may be made during the period of suspended operation to check the efficacy of remedial measures.

(d) The cable television system operator may be required by the EIC to prepare and submit a report regarding the cause(s) of the interference, corrective measures planned or taken, and the efficacy of the remedial measures.

(Secs. 1, (302); (82 Stat. 290); 47 U.S.C. 151, 302)

[42 FR 41296, Aug. 16, 1977]

**§ 76.614 Cable television system regular monitoring.**

Cable television operators transmitting carriers in the frequency bands 108-137 and 225-400 MHz shall provide for a program of regular monitoring for signal leakage by substantially covering the plant every three months. The incorporation of this monitoring program into the daily activities of existing service personnel in the discharge of their normal duties will generally cover all portions of the system and will therefore meet this requirement. Monitoring equipment and procedures utilized by a cable operator shall be adequate to detect a leakage source which produces a field strength in these bands of 20  $\mu\text{V}/\text{m}$  or greater at a distance of 3 meters. During regular monitoring, any leakage source which produces a field strength of 20  $\mu\text{V}/\text{m}$  or greater at a distance of 3 meters in the aeronautical radio frequency bands shall be noted and such leakage sources shall be repaired within a reasonable period of time. The operator shall maintain a log showing the date and location of each leakage source identified, the date on which the leakage was repaired, and the probable cause of the leakage. The log shall be kept on file for a period of two (2) years and shall be made available to authorized representatives of the Commission upon request.

[50 FR 29400, July 19, 1985]

**§ 76.615 Notification requirements.**

All cable television operators shall comply with each of the following notification requirements:

(a) The operator of the cable system shall notify the Commission annually of all signals carried in the aeronautical radio frequency bands, noting the type of information carried by the signal (television picture, aural, pilot carrier, or system control, etc.) The timely filing of FCC Form 325, Schedule 2, will meet this requirement.

(b) The operator of a cable system shall notify the Commission before transmitting any carrier or other signal component with an average power level across a 25 kHz bandwidth in any 160 microsecond time period equal to or greater than  $10^{-4}$  watts at any point in the cable distribution system on any new frequency or frequencies in the aeronautical radio frequency bands. Such notification shall include:

(1) Legal name and local address of the cable television operator;

(2) The names and FCC identifiers (e.g. CA0001) of the system communities affected;

(3) The names and telephone numbers of local system officials who are responsible for compliance with

§§ 76.610, 76.611 (effective July 1, 1990), and 76.612 through 76.616 of the Rules;

(4) Carrier and subcarrier frequencies and tolerance, types of modulation and the maximum average power levels of all carriers and subcarriers occurring at any location in the cable distribution system.

(5) The geographical coordinates of a point near the center of the cable system, together with the distance (in kilometers) from the designated point to the most remote point of the cable plant, existing or planned, which defines a circle enclosing the entire cable plant;

(6) A description of the routine monitoring procedure to be used; and

(7) For cable operators subject to § 76.611 (effective July 1, 1990), the cumulative signal leakage index derived under § 76.611(a)(1) (effective July 1, 1990) or the results of airspace measurements derived under

§ 76.611(a)(2) (effective July 1, 1990), including a description of the method by which compliance with basic signal leakage criteria is achieved and the method of calibrating the measurement equipment. This information shall be provided to the Commission prior to July 1, 1990 and each calendar year thereafter.

[50 FR 29400, July 19, 1985]

§ 76.616 Operation near certain aeronautical and marine emergency radio frequencies.

The transmission of carriers or other signal components capable of delivering peak power levels equal to or greater than  $10^{-5}$  watts at any point in a cable television system is prohibited within 100 kHz of the frequency 121.5 MHz, and is prohibited within 50 kHz of the two frequencies 156.8 MHz and 243.0 MHz.

[50 FR 29401, July 19, 1985]

§ 76.617 Responsibility for interference.

Interference resulting from the use of cable system terminal equipment (including subscriber terminal, input selector switch and any other accessories) shall be the responsibility of the cable system terminal equipment operator in accordance with the provisions of part 15 of this chapter: provided, however, that the operator of a cable system to which the cable system terminal equipment is connected shall be responsible for detecting and eliminating any signal leakage where that leakage would cause interference outside the subscriber's premises and/or would cause the cable system to exceed the Part 76 signal leakage requirements. In cases where excessive signal leakage occurs, the cable operator shall be required only to discontinue service to the subscriber until the problem is corrected.

[53 FR 46619, Nov. 18, 1989]

§ 76.618 Grandfathering.

Cable television systems are permitted to use aeronautical frequencies which were requested or granted for use by November 30, 1984, under Section 76.619 of the Rules until July 1, 1990.

[50 FR 29401, July 19, 1985]

§ 76.619 Grandfathered Operation in the frequency bands 108-136 and 225-400 MHz.

All cable television systems operating in a grandfathered status under § 76.618 of the Rules and transmitting carriers or other signal components capable of delivering peak power equal to or greater than  $10^{-5}$  watts at any point in the cable system in the frequency bands 108-136 and 225-400 MHz for any purpose are subject to the following requirements:

(a) The operator of the cable system shall notify the Commission annually of all signals carried in these bands, noting the type of information carried by the signal (television, aural, or pilot carrier and system control, etc.). The timely filing of FCC Form 325, Schedule 2, will meet this requirement.

(b) The operator of the cable system shall notify the Commission of the proposed extension of the system radius in these bands. Notification shall include carrier and subcarrier frequencies, types of modulation, the previously notified geographical coordinates, the new system radius and the maximum peak power occurring at any location in the cable distribution system. No system shall extend its radius in these bands without prior Commission authorization.

(c) The operator of the cable system shall maintain at its local office a current listing of all signals carried in these bands, noting carrier and subcarrier frequencies, types of modulation, and maximum peak power which occurs at any location within the cable distribution system.

(d) The operator of the system shall provide for regular monitoring of the cable system for signal leakage covering all portions of the cable system at least once each calendar year. Monitoring equipment and procedures shall be adequate to detect leakage sources which produce field strengths in these bands of 20 microvolts per meter at a distance of 3 meters. The operator shall maintain a log showing the date and location of each leakage source identified, the date on which the leakage was eliminated, and the probable

cause of the leakage. The log shall be kept on file for a period of two (2) years, and shall be made to authorized representatives of the Commission on request.

(e) All carrier signals or signal components capable of delivering peak power equal to or greater than  $10^{-5}$  watts must be operated at frequencies offset from aeronautical radio services operated by Commission licensees or by the United States Government or its agencies within 111 km (60 nautical miles) of any portion of the cable system as given in paragraph (f) of this section. (The limit of 111 km may be increased by the Commission in cases of "extended service volumes" as defined by the Federal Aviation Administration or other federal government agency for low altitude radio navigation or communication services). If an operator of a cable system is notified by the Commission that a change in operation of an aeronautical radio service will place the cable system in conflict with any of the offset criteria, the cable system operator is responsible for eliminating such conflict within 30 days of notification.

(f) A minimum frequency offset between the nominal carrier frequency of an aeronautical radio service qualifying under paragraph (d) of this Section and the nominal frequency of any cable system carrier or signal component capable of delivering peak power equal to or greater than  $10^{-5}$  watts shall be maintained or exceeded at all times. The minimum frequency offsets are as follows:

Frequencies	Minimum frequency offsets
108-118 MHz.....	(50 + T) kHz.
328.6-335.4 MHz.....	
108-136 MHz.....	(100 + T) kHz.
225-328.6 MHz.....	
335.4-400 MHz.....	

In this table, T is the absolute value of the frequency tolerance of the cable television signal. The actual frequency tolerance will depend on the equipment and operating procedures of the cable system, but in no case shall the frequency tolerance T exceed  $\pm 25$  kHz in the bands 108-136 and 225-400 MHz.

[50 FR 29401, July 19, 1985]

§ 76.601(c)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(c)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: A franchising authority may apply to the Commission for a waiver to impose cable technical standards that are more stringent than the standards prescribed by the Commission.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992]

#### § 76.606 Closed captioning.

(a) As of June 30, 1992, the operator of each cable television system shall not take any action to remove or alter closed captioning data contained on line 21 of the vertical blanking interval.

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

[57 FR 11003, Apr. 1, 1992]

#### § 76.607 Resolution of complaints.

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

operator, including the address of the responsible officer of the local franchising authority.

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

#### § 76.609 Measurements.

(a) Measurements made to demonstrate conformity with the performance requirements set forth in §§ 76.601 and 76.605 shall be made under conditions which reflect system performance during normal operations, including the effect of any microwave relay operated in the Cable Television Relay (CARS) Service intervening between pickup antenna and the cable distribution network. Amplifiers shall be operated at normal gains, either by the insertion of appropriate signals or by manual adjustment. Special signals inserted in a cable television channel for measurement purposes should be operated at levels approximating those used for normal operation. Pilot tones, auxiliary or substitute signals, and nontelevision signals normally carried on the cable television system should be operated at normal levels to the extent possible. Some exemplary, but not mandatory, measurement procedures are set forth in this section.

(b) When it may be necessary to remove the television signal normally carried on a cable television channel in order to facilitate a performance measurement, it will be permissible to disconnect the antenna which serves the channel under measurement and to substitute therefor a matching resistance termination. Other antennas and inputs should remain connected and normal signal levels should be maintained on other channels.

(c) As may be necessary to ensure satisfactory service to a subscriber, the Commission may require additional tests to demonstrate system performance or may specify the use of different test procedures.

(d) The frequency response of a cable television channel may be deter-

mined by one of the following methods, as appropriate:

(1) By using a swept frequency or a manually variable signal generator at the sending end and a calibrated attenuator and frequency-selective voltmeter at the subscriber terminal; or

(2) By using either a multiburst generator or vertical interval test signals and either a modulator or processor at the sending end, and by using either a demodulator and either an oscilloscope display or a waveform monitor display at the subscriber terminal.

(e) System noise may be measured using a frequency-selective voltmeter (field strength meter) which has been suitably calibrated to indicate rms noise or average power level and which has a known bandwidth. With the system operating at normal level and with a properly matched resistive termination substituted for the antenna, noise power indications at the subscriber terminal are taken in successive increments of frequency equal to the bandwidth of the frequency-selective voltmeter, summing the power indications to obtain the total noise power present over a 4 MHz band centered within the cable television channel. If it is established that the noise level is constant within this bandwidth, a single measurement may be taken which is corrected by an appropriate factor representing the ratio of 4 MHz to the noise bandwidth of the frequency-selective voltmeter. If an amplifier is inserted between the frequency-selective voltmeter and the subscriber terminal in order to facilitate this measurement, it should have a bandwidth of at least 4 MHz and appropriate corrections must be made to account for its gain and noise figure. Alternatively, measurements made in accordance with the NCTA Recommended Practices for Measurements on Cable Television Systems, 2nd edition, November 1989, on noise measurement may be employed.

(f) The amplitude of discrete frequency interfering signals within a cable television channel may be determined with either a spectrum analyzer or with a frequency-selective voltmeter (field strength meter), which instruments have been calibrated for adequate accuracy. If calibration accu-

racy is in doubt, measurements may be referenced to a calibrated signal generator, or a calibrated variable attenuator, substituted at the point of measurement. If an amplifier is used between the subscriber terminal and the measuring instrument, appropriate corrections must be made to account for its gain.

(g) The terminal isolation between any two terminals in the cable television system may be measured by applying a signal of known amplitude to one terminal and measuring the amplitude of that signal at the other terminal. The frequency of the signal should be close to the midfrequency of the channel being tested. Measurements of terminal isolation are not required when either:

(1) The manufacturer's specifications for subscriber tap isolation based on a representative sample of no less than 500 subscribers taps or

(2) Laboratory tests performed by or for the operator of a cable television system on a representative sample of no less than 50 subscriber taps, indicates that the terminal isolation standard of § 76.605(a)(9) is met.

To demonstrate compliance with § 76.605(a)(9), the operator of a cable television system shall attach either such manufacturer's specifications or laboratory measurements as an exhibit to each proof-of-performance record.

(h) Measurements to determine the field strength of the signal leakage emanated by the cable television system shall be made in accordance with standard engineering procedures. Measurements made on frequencies above 25 MHz shall include the following:

(1) A field strength meter of adequate accuracy using a horizontal dipole antenna shall be employed.

(2) Field strength shall be expressed in terms of the rms value of synchronizing peak for each cable television channel for which signal leakage can be measured.

(3) The resonant half wave dipole antenna shall be placed 3 meters from and positioned directly below the system components and at 3 meters above ground. Where such placement

City of Somerville Cable Television Renewal License

**EXHIBIT 6**  
**PROGRAMMING**

(See Attached)

## **Exhibit 6**

### **Broad categories of programming:**

- News programming;
- Sports programming;
- Public affairs programming;
- Children's programming;
- Entertainment programming; and
- Local programming.

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

*(Please see the following pages)*

# Channel Line-up<sup>1</sup>

1 NECN (FCS only)	20 AMC	39 BCTV/ENTN	59 Fox Sports Net	80 Adult PPV
2 WGBH-2 (PBS)	21 Discovery Channel	40 AT&T Broadband 3 (86)	60 NESN	81 Adult PPV
3 Public Access	22 TBS	42 RTP	62 HBO	82 IN DEMAND PPV
4 WBEZ-4 (CBS)	23 ABC Family Channel	43 Bravo	63 HBO2	83 IN DEMAND PPV
5 WCVB-5 (ABC)	24 Nickelodeon	44 C-SPAN	64 HBO Family	86 HSN (RI)
6 WLVI-56 (WB)	25 A&E	45 E! Entertainment	65 Cinemax	87 Adult PPV (10pm-6am)
7 WHDH-7 (NBC)	26 The Weather Channel	46 Court TV	66 MoreMax	88 Game Show Network/ Leased Access
8 WSBK-38 (UPN)	27 Lifetime	47 Food Network	67 Disney Channel	89 The Movie Channel
9 WFXZ-25 (FOX)	28 NECN	48 TNN	68 STARZ!	90 Showtime
10 WBPX-68 (PAX)	29 Comedy Central	49 VH-1	69 ESPN2	92 HBO Signature
11 WENH-11 (PBS)	30 ESPN	50 Cartoon Network	70 Encore	93 WYDN-48 (IND)
12 WGBX-44 (PBS)	31 CNBC	51 MSNBC	72 TV Land	96 RAI
13 WWUN-27 (UNI)	32 TNT	52 Fox News	74 The Learning Channel	97 TV Guide Channel
14 WYDS-50 (IND)	33 USA Network	53 Animal Planet	75 The History Channel	
15 Educational Access	34 CNN Headline News	54 Home & Garden TV	76 ESPN Classic	
16 Governmental Access	35 CNN	55 Sci-Fi Channel	77 WWDP-46 (PAX)	
17 WVUT-66 (Teletext)	36 MTV	56 Travel Channel	79 IN DEMAND PPV	
18 WMFP-62 (IND)	37 BET	57 WTMJ-32 (Telemundo)		
19 WFPX-60 (PAX)	38 QVC	58 FX		

<sup>1</sup> Subject to availability

Basic Service  Expanded Basic Service  Premium  Pay-Per-View

Somerville 4/03

## Channel Changes

Channel Name	Old Channel	New Channel	Channel Name	Old Channel	New Channel
American Movie Classics	20*	20	Turner Classic Movies	73*	Digital 213
Discovery Channel	21*	21	The Learning Channel	74*	74
TBS	22*	22	The History Channel	75*	75
ESPN2	69*	69	ESPN Classic	76*	76
Encore	70*	70	Fox Movie Channel	78*	Digital 278
RAI	71*	76			
International Channel	71*	Digital 231			

<sup>1</sup> The actual programming schedule for these channels may vary from the general schedule shown here. \* New Channel/RAI/C-SPAN/ESPN2 are available only on pay-per-view.

City of Somerville Cable Television Renewal License

**EXHIBITS 7 AND 8**

**FREE DROPS AND MONTHLY SERVICE TO PUBLIC  
NON-SCHOOL BUILDINGS  
AND  
FREE DROPS, OUTLETS AND SERVICE TO  
SCHOOLS**

(See attached list)

## City of Somerville Subscriber outlets in Public Buildings

### City Hall, 93 Highland Ave., Somerville 02143

1. Communications Director's Office (basement)
2. Communications edit room
3. Communications main office
4. Telecom room, outside wall
5. Hall closet across from Election Dept.
6. MIS system room
7. Personnel Director's office (1st floor)
8. Mayor's Office (2nd floor)
9. Hall outside BOA chambers
10. BOA chambers near podium
11. BOA transmission room
12. Law Dept. Conference Room
13. City Clerk's Office

### Department of Public Works, 1 Franey Road 02145

14. Commissioner's Conference Room
15. Trum Field telephone pole, midfield
16. Guard Shack

### Tufts Administration Building, 167 Holland St. 02144

17. SCALE classroom (basement - 2nd class to left of stairs)
18. SCALE Director's office
19. Somerville Community Schools office
20. Human Services reception area (1st floor)
21. Council on Aging large meeting room
22. Tufts Day Care

### Public Safety Building, 220 Washington St., 02143

23. TV room (basement)
24. Bunk room
25. Patrol desk
26. Captains' room: Engine 3
27. Captains' room: Tower 1
28. Room 101 - Community Relations (1st floor)
29. Room 111 - Classroom
30. Room 154 - Dispatch
31. Room 168 - Lounge
32. Room 209 - Conference room (2nd floor)
33. Room 219 - Chief's office

### Somerville Community Access Television, 90 Union Square 02143

34. Members' Lounge
35. Control Room

**Somerville Central Library, 79 Highland Ave., 02143**

- 36. Cataloging Room (basement)
- 37. Auditorium (1st floor)
- 38. Reading Room (2nd floor)

**Somerville West Branch Library,, 40 College Ave., 02144**

- 39. Main Floor
- 40. Children's room

**Somerville East Branch Library, 115 Broadway, 02145**

- 41. Adult area
- 42. Children's area

**City Hall Annex, 50 Evergreen Ave., 02145**

- 43. Retirement Office

**Somerville High School, 89 Highland Ave., 02143**

- 44. A100
- 44. A103
- 46. A105
- 47. A107
- 48. A109
- 49. A110
- 50. A112
- 51. A114
- 52. A119
- 53. A200
- 54. A200A
- 55. A207
- 56. A209
- 57. A210
- 58. A210A
- 59. A212
- 60. A214
- 61. A219
- 62. A300
- 63. A303
- 64. A305
- 65. A309
- 66. A310
- 67. A314
- 68. A319

69. A400
70. A403
71. A407
72. A409
73. A410
74. A412
75. A414
  
76. B120
77. B121
78. B123
79. B133
80. B223
81. B225 main office
82. B226 headmaster's office
83. B227
84. B232
85. B233
86. B235 (daily a.m. bulletins)
87. B237
88. B239
89. Auditorium back wall
90. Auditorium stage right
91. Auditorium stage left
92. Auditorium balcony
93. B320
94. B321
95. B323
96. B324
97. B327
98. B329
99. B332
100. B333
101. B336
102. B337
103. B420
104. B421
105. B423
106. B425
107. B427
108. B429
109. B430
110. B432
111. B433
112. B435
113. B436
114. B437
115. B439
116. C140
117. C143
118. C149
119. C150
120. C154
121. C157
122. C159

- 123. C240
- 124. C243
- 125. C245
- 126. C247
- 127. C249
- 128. C250
- 129. C253
- 130. C255
- 131. C257
- 132. C259
- 133. C260 athletic director
- 134. C270 band room
- 135. C340
- 136. C343
- 137. C345
- 138. C347
- 139. C349
- 140. C350
- 141. C354
- 142. C355
- 143. C357
- 144. C358
- 145. C359
  
- 146. C443
- 147. C445
- 148. C447
- 149. C447
- 150. C449
- 151. C450
- 152. C453
- 153. C455
- 154. C457
- 155. C459
- 156. D165 tv studio
- 157. D197 tv control room
- 158. D266
- 159. D269 av office
- 160. D274 library
- 161. D274 " "
- 162. D364 drama room
- 163. E098
- 164. E099
- 165. E187 dance studio
- 166. E - restaurant
- 167. E197
- 168. E199
- 169. E271
- 170. E273
- 171. E280
- 172. E283
- 173. E297
- 174. E299
- 175. F090
- 176. F095
- 177. F096

- 178. F - field house
- 179. F - field house
- 180. F - field house

**Edgerly Education Center, 8 Bonair St., 02145**

- 181. Room 205 (kindergarten, 1st floor)
- 182. Full Circle library (2nd floor)

**East Somerville Community School, 115 Pearl St., 02145**

- 183. Room 104 (1st floor)
- 184. Room 112
- 185. Room 116
- 186. Library
- 187. Auditorium
- 188. Room 201 (2nd floor)
- 189. Room 204
- 190. Room 212A
- 191. Room 214

**Lincoln Park Community School, 290 Washington St., 02143**

- 192. Home Economics Class (1st floor)
- 193. Cafetorium
- 194. Room 1M6
- 195. Room 2A11 (2nd floor)
- 196. Room 2C9
- 197. Music Room (3rd floor)
- 198. Room 3B11
- 199. Room 3C7
- 200. Room 3S7

**Powder House Community School, 1060 Broadway 02144**

- 201. Room 129A (1st floor)
- 202. Corridor outside room 168
- 203. Teachers' Room
- 204. Room 214C (2nd floor)
- 205. Room 223C
- 206. Room 231A
- 207. Room 307B (3rd floor)
- 208. Room 315C
- 209. Room 323A

**Brown School, 201 Willow Ave., 02144**

- 210. Room 1 (1st floor)
- 211. Room 6 (2nd floor)
- 212. Library (3rd floor)

**Conwell School, Capen Court, 02144**

- 213. Room 5
- 214. Room 7
- 215. 6th Grade

**Winter Hill Community School, 115 Sycamore St., 02145**

- 216. Music Room (1st floor)
- 217. Cafeteria
- 218. Room 205 (2nd floor)
- 219. Room 249
- 220. Room 305 (3rd floor)
- 221. Room 329
- 222. Room 427 (4th floor)
- 223. Room 429
- 225. Room 432
- 226. Library

**Cummings School, 93 School St., 02143**

- 227. Room 14 (1st floor)
- 228. Gymnasium
- 229. Room 22 (2nd floor)
- 230. Room 26
- 231. Room 28

**West Somerville Neighborhood School, 177 Powder House Blvd., 02144**

- 232. All classes wired by architect.

**Healey School, 5 Meacham St., 02145**

- 233. All classes wired by architect.

**Kennedy School, , 85 Elm St., 02143**

- 233. All classes wired by architect.

**Somerville School Department, 181 Washington St., 02143**

- 234. Superintendent of Buildings & Grounds office (2nd floor)
- 235. Lounge
- 236. Conference Room (3rd floor)

**Tufts University, Packard Ave., Somerville 02144/Medford 02155**

- 237. Olin Media Center

Tufts University , Professors' Row 02144

238. Mayer Student Center

Fire Station, 266 Broadway, 02145

239.

Fire Station, 265 Highland Ave., 02143

240.

Fire Station, 6 Newbury St., 02144

241.

Fire Station, 651 Somerville Ave., 02143

242.

Somerville Housing Authority, 30 Memorial Road, 02145

243. Conference Room

Traffic & Parking Dept., Holland Ave., 02144

244. Conference Room

Old Firehouse Community Center, 165 Broadway, 02145

245. Cross St. Elderly Center (1st floor)

246. Youth Program (2nd floor)

Somerville Recreation Commission, 19 Walnut St., 02143

247.

248.

MAPS, 92 Union Square, 02143

249.

250.

251.

St. Ann's School, 50 Thurston St., 02145

252.

253.

254.

255.

St. Anthony's School, 480 Somerville Ave., 02143

256.

257.

258.

259.

260.

261.

262.

263.

264.

265.

St. Catherine's School, 192 Summer St. 02143

266.

267.

St. Joseph's School (Charter School) 02143

268.

269.

St. Clement's School, 589 Boston Ave., 02145

270.

Boys' & Girls' Club, 181 Washington St., 02143

271.

YMCA, 101 Highland Ave., 02143

272.

273.

Short Stop, 62 Meacham Road, 02144

274.

275.

Catholic Charities Day Care, 187 Central St., 02145

276.

D.A.R.E., 265 Medford St., Suite 201 02143

277.

Key Program Detention Ct., 5 Cameron Ave., 02144

278.

Sunrise Manor, 26 Adams St., 02145

279.

Clarendon Hill Nursing, 1323 Broadway, 02144

280.

Reagan Care Facility, 174 Morrison Ave., 02144

281.

Prospect Hill Manor, 37 Munroe St., 02143

282.

Somerville Home, 117 Summer St., 02143

283.

Elder Services, 1 Davis Square, 02144

284.

Weston Ave. Elderly Center, 15 Weston Ave., 02144

285.

286.

Logan Post Elderly Center, 1194 Broadway, 02144

287.

Senior Residences:

13-25 Warren Ave., Somerville 02143

288.

252 Medford St., 02143

289.

114 Highland Ave., 02143

290.

Capen Court, 02144

291.

32 Jaques St., 02145

292.

125 Jaques St., 02145

293.

Hagan Manor, 268 Washington St., 02143

294.

70 Perkins St., 02145

295.

Ciampa Manor, 27 College Ave., 02144

296.

Bryant Manor, 75 Myrtle St., 02145

297. in library

Somerville Hospital, 230 Highland Ave., 02143

298.

Central Hospital, 26 Central St., 02143

299.

CASPAR: 16 Highland Ave., 02143

300.

CASPAR: 9 Kidder Ave., 02144

301.

Emergency Shelter, 45B Memorial Rd., 02145

302.

Emergency Shelter, 14 Chapel St., 02144

303.

Elizabeth Peabody House, 277 Broadway, 02145

304.

305.

Multi-Service Center, 1 Summer St., 02143

306.

Catholic Charities Hdqts., 270 Washington St., 02143

307.

Vietnam Veterans, 50 Bow St., 02143

308.

Ethnic Arts Center, 129 Pearl St., 02145

309.

The Producers' Group, 6 Vernon St., 02145

310.

Clarendon Hill Church All Purpose Room, 155 Powder House Blvd., 02144

311.

Somerville Boxing Club, 156 Highland Ave., 2nd floor, 02143

312.

Michael Capuano Early Childhood Center, 150 Glen Street (Requested prior to 1/24/03 not yet installed)

313.

Somerville Hospital Recovery Room

314.

Cambridge Health Alliance at SHS(Requested prior to 1/24/03 not yet installed)

315.

City of Somerville Cable Television Renewal License

**EXHIBIT 9**

**GROSS ANNUAL REVENUES REPORTING FORM**

Company: *Comcast of Massachusetts/New Hampshire/Ohio, Inc.*

Municipality: *Somerville*

Revenue Period: \_\_\_\_\_ Calendar Year: \_\_\_\_\_ Quarter: \_\_\_\_\_

**I. Composition of Total Revenues Subject to License Fee:**

**A. Subscriber Revenues**

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

**Computation of License Fee Payable**

Revenue Subject to Assessment (this period)	_____
Multiplied by License Fee of 5%	_____
Total License Fee Due	_____
Less: Prior Year (overpayments) underpayment	_____

City of Somerville Cable Television Renewal License

**GROSS ANNUAL REVENUES REPORTING FORM**

**Page Two**

Less: Other (describe by item)

(1)

(2)

Total License Fee Payable For Period \_\_\_\_\_

**Reconciliation of Fee Liability to Payments**

Total License Fee Payable For the  
Calendar Year, to Date \_\_\_\_\_

Payments Applied

	Date Paid	Check Number	Period Covered
--	--------------	-----------------	-------------------

---

- 1.
- 2.
- 3.
- 4.

Total Payments \_\_\_\_\_

Less Total Payments Made For Year \_\_\_\_\_

Total License Fee Payment Due for Period  
Covered By This Report (not yet paid) \_\_\_\_\_

Total Due (check payable to the City of Somerville) \_\_\_\_\_

**Certification**

I certify and attest that this report is accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Regional Vice-President of Finance

DATE: \_\_\_\_\_

**EXHIBIT 10**

**207 CMR 10.00**

**BILLING AND TERMINATION OF SERVICE**

**10.01: Billing Practices Notice**

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

**10.02: Services, Rates and Charges Notice**

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice

## City of Somerville Cable Television Renewal License

after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

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

### **10.03: Form of Bill**

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
  - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
  - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
  - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
  - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
  - (e) the amount of the bill for the current billing period, separate from any prior balance due;
  - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
  - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
  - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
  - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

### **10.04: Advance Billing and Issuance of Bill**

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not

## City of Somerville Cable Television Renewal License

more than two months prior to the last day of a service period.

- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

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

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
  - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
  - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
  - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

### **10.06: Charges for Disconnection or Downgrading of Service**

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
  - (a) A subscriber requests total disconnection from cable service; or
  - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

## City of Somerville Cable Television Renewal License

### **10.07: Billing Disputes**

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

### **10.08: Security Deposits**

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

**EXHIBIT 11**

**FCC CUSTOMER SERVICE OBLIGATIONS**

**TITLE 47--TELECOMMUNICATION**

**CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

**PART 76--CABLE TELEVISION SERVICE**

**Subpart H--General Operating Requirements**

**Sec. 76.309 Customer Service Obligations**

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

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

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

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

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

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

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

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

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

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

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be

machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

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

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

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

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

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

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

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

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

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

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

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

(i) Notifications to subscribers--

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

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

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

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

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

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

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

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

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

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must

include some evening hours at least one night per week and/or some weekend hours.

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

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

City of Somerville Cable Television Renewal License

**EXHIBIT 12**

**CABLE DIVISION FORM 500B**

(See Attached)

# Form 500 Complaint Data - Paper Filing

City/Town: \_\_\_\_\_

Cable Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Filing Year: \_\_\_\_\_

Number of Subscribers: \_\_\_\_\_

Average Resolution Time: \_\_\_\_\_

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

Manner of Resolution: \_\_\_\_\_

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

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

City of Somerville Cable Television Renewal License

**SIGNATURE PAGE**

In Witness Whereof, this Cable Television Renewal License is hereby issued by the Mayor of the City of Somerville, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts/New Hampshire/Ohio, Inc., offering services as AT&T Broadband.

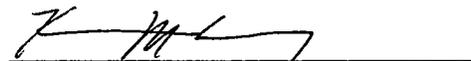
**City of Somerville**

  
Dorothy A. Kelly Gay  
Mayor

Dated: January 24, 2003

As to form:  Jim McMahon, City Solicitor

**Comcast of Massachusetts/New Hampshire/Ohio, Inc.**

  
Kevin Casey  
Senior Vice-President

Dated: January \_\_, 2003