

**CABLE TELEVISION  
RENEWAL LICENSE**

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

**JOHN F. HANLON  
MAYOR  
CITY OF EVERETT, MASSACHUSETTS**

**JANUARY 11, 2006**

City of Everett Cable Television Renewal License  
Table of Contents

**AGREEMENT**

Agreement	1
-----------	---

**ARTICLE 1  
DEFINITIONS**

Section 1.1	Definitions	2
-------------	-------------	---

**ARTICLE 2  
GRANT OF RENEWAL LICENSE**

Section 2.1	Grant of Renewal License	8
Section 2.2	Term of Renewal License	8
Section 2.3	Non-Exclusivity of License	9
Section 2.4	Police and Regulatory Powers	9
Section 2.5	Removal or Abandonment	10
Section 2.6	Transfer of the Renewal License	10
Section 2.7	Effect of Unauthorized Transfer Action	11

**ARTICLE 3  
SYSTEM DESIGN**

Section 3.1	Subscriber Network	12
Section 3.2	Institutional Network	12
Section 3.3	Parental Control Capability	14
Section 3.4	Emergency Alert System	14
Section 3.5	System Technical Specifications	14

City of Everett Cable Television Renewal License  
Table of Contents

**ARTICLE 4**  
**CABLE SYSTEM LOCATION AND**  
**OPERATIONAL STANDARDS**

Section 4.1	Area To Be Served	15
Section 4.2	Location of Cable Television System	15
Section 4.3	Underground Facilities	15
Section 4.4	Tree Trimming	16
Section 4.5	Restoration to Prior Condition	16
Section 4.6	Temporary Relocation	16
Section 4.7	Disconnection and Relocation	16
Section 4.8	Safety Standards	17
Section 4.9	Pedestals	17
Section 4.10	Private Property	17
Section 4.11	Right to Inspection of System	17
Section 4.12	Cable System Maps	18
Section 4.13	Service Interruption	18
Section 4.14	Commercial Establishments	18
Section 4.15	Service Outage Notification	18
Section 4.16	"Dig Safe"	18

City of Everett Cable Television Renewal License  
Table of Contents

**ARTICLE 5  
SERVICES AND PROGRAMMING**

Section 5.1	Basic Service	19
Section 5.2	Programming	19
Section 5.3	Leased Channels for Commercial Use	19
Section 5.4	VCR/DVD/Cable Compatibility	19
Section 5.5	Continuity of Service	20
Section 5.6	Drops and Monthly Service to Public Buildings and Schools	20

**ARTICLE 6  
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND  
SUPPORT**

Section 6.1	Public, Educational and Governmental Access	22
Section 6.2	Access Provider	22
Section 6.3	PEG Access Channels	23
Section 6.4	Annual Support for PEG Access	23
Section 6.5	PEG Access Equipment-Facilities Funding	24
Section 6.6	Equipment Ownership	25
Section 6.7	Access Provider Budget	25
Section 6.8	PEG Access Channel Maintenance	25
Section 6.9	Access Cablecasting	25

City of Everett Cable Television Renewal License  
Table of Contents

Section 6.10	Censorship	26
Section 6.11	Point-to-Point Connection To New High School	26

**ARTICLE 7  
LICENSE FEES**

Section 7.1	License Fees	27
Section 7.2	Other Payment Obligations and Exclusions	27
Section 7.3	Late Payment	28
Section 7.4	Recomputation	28
Section 7.5	Affiliates Use of System	28
Section 7.6	Method of Payment	29

**ARTICLE 8  
RATES AND CHARGES**

Section 8.1	Rate Regulation	30
Section 8.2	Notification of Rates and Charges	30
Section 8.3	Publication and Non-Discrimination	30
Section 8.4	Credit for Service Interruption	30

**ARTICLE 9  
INSURANCE AND BONDS**

Section 9.1	Insurance	31
Section 9.2	Performance Bond	32

City of Everett Cable Television Renewal License  
Table of Contents

Section 9.3	Reporting	32
Section 9.4	Indemnification	33
Section 9.5	Notice of Cancellation or Reduction	33

**ARTICLE 10  
ADMINISTRATION AND REGULATION**

Section 10.1	Regulatory Authority	34
Section 10.2	Performance Evaluation Hearings	34
Section 10.3	Nondiscrimination	34
Section 10.4	Emergency Removal of Plant	35
Section 10.5	Removal and Relocation	35
Section 10.6	Jurisdiction and Venue	35

**ARTICLE 11  
DETERMINATION OF BREACH  
LIQUIDATED DAMAGES-LICENSE REVOCATION**

Section 11.1	Determination of Breach	36
Section 11.2	Liquidated Damages	37
Section 11.3	Revocation of the Renewal License	38
Section 11.4	Termination	38
Section 11.5	Notice to Town of Legal Action	38
Section 11.6	Non-Exclusivity of Remedy	39
Section 11.7	No Waiver-Cumulative Remedies	39

City of Everett Cable Television Renewal License  
Table of Contents

**ARTICLE 12**  
**SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

Section 12.1	Telephone Access	40
Section 12.2	Customer Service Call Center	40
Section 12.3	Installation Visits-Service Calls- Response Time	41
Section 12.4	FCC Customer Service Obligations	41
Section 12.5	Business Practice Standards	42
Section 12.6	Complaint Resolution Procedures	42
Section 12.7	Remote Control Devices	43
Section 12.8	Loss of Service-Signal Quality	43
Section 12.9	Employee Identification Cards	43
Section 12.10	Protection of Subscriber Privacy	44
Section 12.11	Privacy Written Notice	44
Section 12.12	Monitoring	44
Section 12.13	Distribution of Subscriber Information	45
Section 12.14	Information with Respect to Viewing Habits and Subscription Decisions	45
Section 12.15	Subscriber's Right to Inspect and Verify Information	45
Section 12.16	Privacy Standards Review	46

City of Everett Cable Television Renewal License  
Table of Contents

**ARTICLE 13  
REPORTS, AUDITS AND PERFORMANCE TESTS**

Section 13.1	General	47
Section 13.2	Financial Reports	47
Section 13.3	Cable System Information	47
Section 13.4	In-House Telephone Reports	47
Section 13.5	Subscriber Complaint Report	48
Section 13.6	Individual Complaint Report	48
Section 13.7	Annual Performance Tests	48
Section 13.8	Quality of Service	48
Section 13.9	Dual Filings	49
Section 13.10	Investigation	49
Section 13.11	Additional Information	49

**ARTICLE 14  
EMPLOYMENT**

Section 14.1	Equal Employment Opportunity	50
Section 14.2	Non-Discrimination	50



City of Everett Cable Television Renewal License  
Table of Contents

**ARTICLE 15  
MISCELLANEOUS PROVISIONS**

Section 15.1	Entire Agreement	51
Section 15.2	Captions	51
Section 15.3	Separability	51
Section 15.4	Acts or Omissions of Affiliates	51
Section 15.5	Renewal License Exhibits	51
Section 15.6	Warranties	52
Section 15.7	Force Majeure	52
Section 15.8	Removal of Antennas	52
Section 15.9	Subscriber Television Sets	53
Section 15.10	Applicability of Renewal License	53
Section 15.11	Notices	53
Section 15.12	No Recourse Against the Issuing Authority	53
Section 15.13	Town's Right of Intervention	53
Section 15.14	Term	53

**EXHIBITS**

Exhibits	55-71
----------	-------

**SIGNATURE PAGE**

Signature Page	72
----------------	----

City of Everett Cable Television Renewal License  
Table of Contents

**EXHIBITS**

Institutional Network Buildings	Exhibit 1
Cable System Technical Specifications	Exhibit 2
Programming and Initial Signal Carriage	Exhibit 3
Drops and Monthly Service to Public Buildings And Schools	Exhibit 4
Gross Annual Revenues Reporting Form	Exhibit 5
207 CMR 10.00	Exhibit 6
FCC Customer Service Obligations	Exhibit 7
Massachusetts Cable Division Form 500	Exhibit 8

**-City of Everett Cable Television Renewal License-**

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

This Cable Television Renewal License effective the 11th day of January, 2006, by and between the Mayor of the City of Everett, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts/New Hampshire/Ohio, Inc. ("Comcast").

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

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

WHEREAS, the Issuing Authority conducted public hearings on November 4, 2004 and May 17, 2005; and

WHEREAS, the Issuing Authority of the City of Everett released a Request-for-a-Renewal-Proposal ("RFP") to Comcast on June 16, 2005; and

WHEREAS, Comcast submitted a renewal proposal and Massachusetts Cable Division Form 100 to the Issuing Authority in response to the RFP, dated July 29, 2005 and received by the City on August 1, 2005, for a license to operate and maintain a Cable Television System in the City of Everett.

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

-City of Everett Cable Television Renewal License-

**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 Everett resident and/or any persons affiliated with a Everett institution to use designated PEG Access facilities, equipment and/or Licensee-owned channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) Access Channel(s): A video channel(s) which the Licensee owns and makes available, at no cost to the City and/or Access Provider, for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations.
- (3) Access Provider: The entity, designated by the Issuing Authority of the City of Everett, for the purpose of operating and managing the public, educational and governmental access funding, equipment and channels on the Cable Television System.
- (4) 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.
- (5) Basic Cable Service or Basic Service: Any service tier which includes the retransmission of local television broadcast Signals.
- (6) CMR: The Code of Massachusetts Regulations.
- (7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996), as may be further amended.

-City of Everett Cable Television Renewal License-

- (8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.
- (9) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.
- (10) Cable 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.
- (11) City: The City of Everett, Massachusetts.
- (12) City Solicitor: The City Solicitor of the City of Everett, Massachusetts
- (13) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.
- (14) 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.
- (15) Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.
- (16) Department of Public Works ("DPW"): The Department of Public Works of the City of Everett, Massachusetts.
- (17) DVD: The acronym for a Digital Video Disc player.
- (18) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (19) Drop or Cable Drop: The coaxial cable that connects an Outlet to the Cable System.
- (20) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to Everett educational institutions and/or educators wishing to present non-commercial educational programming and information to the public.
- (21) Effective Date of Renewal License (the "Effective Date"): January 11, 2006.

-City of Everett Cable Television Renewal License-

- (22) FCC: The Federal Communications Commission, or any successor agency.
- (23) Government Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or his or her designees for the presentation of non-commercial programming and/or information to the public.
- (24) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues (including bulk account revenues); Pay Cable or Premium Service revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of Franchise 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 revenues of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. 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.
- (25) 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.
- (26) Hub or Hub Site: A sub-Headend, generally located within a cable television community, use of which may include, but not be limited to Signal processing or switching, or placement of a fiber node, microwave link or transportation super trunk.
- (27) Institutional Network ("I-Net"): The dedicated, separate network for the use of the Issuing Authority and his or her designees, connecting designated City and other public buildings.
- (28) Issuing Authority: The Mayor of the City of Everett, Massachusetts.

-City of Everett Cable Television Renewal License-

- (29) Leased Channel or Leased Access: A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (30) License Fee or Franchise Fee: The payments to be made by the Licensee to the City of Everett, or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.
- (31) Licensee: Comcast of Massachusetts/New Hampshire/Ohio, Inc. ("Comcast") or any successor or transferee in accordance with the terms and conditions in the Renewal License.
- (32) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (33) Outlet: An interior receptacle that connects a Subscriber's or User's television set to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for Users.
- (34) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (35) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (36) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (37) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (38) PEG Access Channels: Any Licensee-owned channel(s) made available for the presentation of PEG Access Programming.
- (39) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (40) Prime Rate: The prime rate of interest, at the Federal Reserve Bank of Boston or its successor.
- (41) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee for the use of Everett residents and/or organizations wishing to present non-commercial programming and/or information to the public.

-City of Everett Cable Television Renewal License-

- (42) 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.
- (43) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (44) 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.
- (45) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.
- (46) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.
- (47) State: The Commonwealth of Massachusetts.
- (48) Subscriber: Any Person, firm, Provider or other entity, located in Everett, 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.
- (49) Subscriber Network: The Cable Television System of 750 MHz owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.
- (50) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.
- (51) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.
- (52) 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.
- (53) VCR: The acronym for video cassette recorder.



**-City of Everett Cable Television Renewal License-**

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

## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

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

(a) 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 Everett, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive 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 Everett.

(b) 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 City ordinances of general application, none of which is or shall be specific to this Renewal License, the Licensee and/or the Everett Cable System.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully 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 Everett 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 Commonwealth of Massachusetts and the City of Everett. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or City ordinances enacted hereafter. The Licensee reserves its right to appeal any such dispute in a court of competent jurisdiction.

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

The term of this Renewal License shall commence on January 11, 2006, and shall expire on January 10, 2016, unless sooner, terminated as provided herein or surrendered.

-City of Everett Cable Television Renewal License-

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

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the City of Everett; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose(s) 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. 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 cable television license(s) have been 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 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 cable television license(s) thereof have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

(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.

**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 for the safety and welfare of the public. The Licensee shall comply with all applicable State and City laws, ordinances, rules and regulations governing construction in a Public Way and shall apply all of such standards to construction within a private way in the City. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

-City of Everett Cable Television Renewal License-

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

Upon termination of the Renewal License by passage of time or otherwise, unless (1) the Licensee has had its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 below, 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 as is reasonably possible and as soon as practicable. 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.

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

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, 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 FCC and/or the Cable Division. 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 applicable State and federal law, as may be amended, in considering a request to transfer control of the Renewal License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under federal and State laws and regulations.

(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.

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

-City of Everett Cable Television Renewal License-

(f) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. 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 in writing pursuant to applicable law.

(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 be deemed a material breach of the Renewal License.

(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 own, operate, maintain and make available to all residents of the City the Subscriber Network subject to Section 4.1 infra. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

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

##### Section 3.2---INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain, without charge(s) to the City for such network, its four hundred fifty Megahertz (450 MHz) Institutional Network ("I-Net") to be utilized by both the City and the Licensee. Said I-Net shall be capable of providing thirty-eight (38) channels in the downstream direction and twenty-five (25) channels in the upstream direction.

(b) The I-Net shall be capable of transmitting audio and video Signals between the City buildings and other institutions specified in **Exhibit 1**, attached hereto, ("I-Net buildings"). Designated Users shall be able to transmit among and between said designated I-Net buildings using a modulator(s) and/or other necessary equipment.

(c) The City and/or its designees shall have the right to program and otherwise use three (3) Downstream Channels and six (6) Upstream Channels on the I-Net. In the event that said six (6) Upstream Channels and/or three (3) Downstream Channels are substantially utilized, the Licensee shall provide two (2) additional Upstream and/or two (2) additional Downstream Channels for the City's use, if channels are not being utilized by the Licensee. For purposes of this section, "substantially utilized" shall mean any time that the three (3) Upstream and/or the six (6) Downstream Channels are programmed with non-alphanumeric, non-duplicative video programming ninety-five (95%) percent of the time between the hours of 8:00 AM and 9:00 PM during weekdays (Monday through Friday) for two (2) consecutive years and non-duplicative, non-alpha numeric programming exists that requires such additional I-Net channels.

(d) Upon a showing that existing I-Net channels are substantially utilized, the Licensee shall make the additional Downstream and/or Upstream Channels, as appropriate, available to the City with one hundred eighty (180) days of receiving written notice from the Issuing Authority that the standard(s) set forth in Section 3.2(b) above have been met.

(e) Upon the written request of the Issuing Authority, the Licensee shall install an I-Net Drop and one (1) Outlet into public buildings which lie along the existing I-Net route, which Drop and

-City of Everett Cable Television Renewal License-

Outlet the Licensee shall install at cost plus a reasonable rate of return on investment in accordance with applicable law.

(f) Construction, installation and activation of any Drop and Outlet installed pursuant to 3.2(e) supra shall be completed within ninety (90) days of designation by the City, for aerial Drops, and within one hundred eighty (180) days of designation by the City, for underground Drops, weather permitting, 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/institutions designated to receive a Drop or Outlet, prior to the installation of such a Drop or Outlet. The City shall designate such officials in writing to the Licensee.

(g) The Issuing Authority may request one additional I-Net Outlet in the I-Net buildings included in **Exhibit 1**, which the Licensee shall install at cost plus a reasonable return on investment in accordance with applicable federal law.

(h) The I-Net shall be interconnected with the Subscriber Network at the Hub Site or Headend, or such other location determined by the Licensee. All remote video Signals shall be sent on an Upstream Channel to the Hub Site or Headend, or other location, where it shall be reprocessed, switched and designated on one or all of the three (3) of the PEG Access Downstream Channel(s) on the Subscriber Network. The I-Net shall provide a dedicated Upstream Channel for each of the PEG Access Channels. The I-Net shall be interconnected with the Subscriber Network in order that video signals originating from the I-Net sites can be sent upstream on an I-Net channel and then switched to a downstream Subscriber Network channel. The Licensee shall be responsible for the automatic switching of the upstream I-Net Access Channel(s) to their appropriate corresponding downstream Subscriber Network channels. Any manual switching shall be the responsibility of the City or its designated agents. There shall be no charge to the City for such switching from the I-Net to the Subscriber Network.

(i) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.

(j) The I-Net shall be operated in compliance with the FCC Rules Part 76, Subpart K, Section 76.605 found in **Exhibit 2**, attached hereto. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the City or other User, the Licensee shall resolve the technical problem. 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 performance test of the I-Net, should such problems persist. The Licensee shall initiate such tests within ninety (90) days of the request and submit the results to the Issuing Authority as promptly as possible.

(k) Nothing in this Section 3.2, or elsewhere in this Renewal License, shall prevent the Issuing Authority from allowing PEG Access use of one (1) or more of the designated I-Net channels described in Section 3.2(b) herein.

-City of Everett Cable Television Renewal License-

(l) In the event that any City public building connected to the I-Net pursuant to Section 3.2 (b) and/or Section 3.2 (e) above, undergoes renovation that requires temporary de-activation and/or temporary removal of the I-Net Drop and/or Outlet, the Issuing Authority shall provide the Licensee with reasonable advance written notice of said renovation so that the Licensee may temporarily deactivate and/or remove said I-Net Drop and/or Outlet. Upon completion of such renovation and the written request of the Issuing Authority, the Licensee shall re-connect and reactivate said I-Net Drop and/or Outlet in a timely manner. The Issuing Authority and the Licensee shall discuss and negotiate, in good faith, the payment of costs incurred by the Licensee, if any, during any such removal and reconnection.

**Section 3.3---PARENTAL CONTROL CAPABILITY**

The Licensee shall comply with all requirements of federal law(s) and regulations governing Subscribers' capability to control the reception of any channels being received on their television sets.

**Section 3.4---EMERGENCY ALERT OVERRIDE CAPACITY**

(a) The Subscriber Network, described in Section 3.1 herein, shall continue to include the current activated emergency audio alert override of all Downstream Channels, to be controlled remotely by the Issuing Authority, and provided by the Licensee at no cost to the Issuing Authority or the City. In the event that applicable law preempts the continued operation of said locally-controlled emergency audio alert override, the Licensee shall not be required to continue to provide said override capacity; provided, however, that the Licensee shall give the Issuing Authority advance notice of any such preemption as well as a copy of such preemption itself.

(b) The Subscriber Network shall also comply with the FCC's Emergency Alert System ("EAS") regulations.

**Section 3.5---SYSTEM TECHNICAL SPECIFICATIONS**

The Cable Television System, pursuant to Sections 3.1 and 3.2 herein, shall conform to the FCC technical specifications contained in **Exhibit 2**, attached hereto and a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.



## **ARTICLE 4**

### **CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS**

#### **Section 4.1---AREA TO BE SERVED**

- (a) The area to be served is the entire City of Everett, subject to paragraphs (b), (c) and (d) herein.
- (b) The Licensee's Cable Service shall be available to all residences and non-commercial buildings in the City, unless legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units. The Licensee shall make its best efforts to obtain rights-of-way and Multiple Dwelling Unit ("MDU") access agreements in the City in order to make Cable Service(s) available to all residents.
- (c) Installation charges shall be consistent with federal and State regulations.
- (d) Any dwelling unit within one hundred seventy-five feet (175') from the existing Trunk and Distribution System shall be entitled to a standard aerial installation rate. The Licensee may charge residents located more than one hundred seventy-five feet (175') from the existing Trunk and Distribution System time and materials charges, plus a reasonable rate of return in compliance with applicable federal and/or State laws and/or regulations.

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

- (a) The Licensee shall own, install, operate and maintain the Cable Television System within the City of Everett. 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 applicable state and local laws and regulations.

#### **Section 4.3---UNDERGROUND FACILITIES**

- (a) In the areas of the City in which telephone lines and electric utility lines are currently, or in the future specified to be, 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, the Licensee shall likewise place its facilities underground at no cost to the City.

**-City of Everett Cable Television Renewal License-**

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City ordinances, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

**Section 4.4---TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places, and private property in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or his 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.

**Section 4.5---RESTORATION TO PRIOR CONDITION**

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

**Section 4.6---TEMPORARY RELOCATION**

Pursuant to applicable law(s), 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 unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

**Section 4.7---DISCONNECTION AND RELOCATION**

The Licensee shall, without charge or cost 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 and requested by the Issuing Authority or

**-City of Everett Cable Television Renewal License-**

his 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.

**Section 4.8---SAFETY STANDARDS**

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Upon the request of the Issuing Authority, the Licensee shall provide written verification that its Cable System meets all applicable safety codes.

**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 Cable System maps submitted to the City in accordance with Section 4.12 infra. In the event that the Licensee is no longer using any such Pedestals for the provision of Cable Service(s), the Licensee shall expeditiously remove any such Pedestals from the Public Way(s).

**Section 4.10---PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws 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, to its previous condition, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at no cost(s) to the private property owners and/or the City.

**Section 4.11---RIGHT TO INSPECTION OF SYSTEM**

(a) Subject to paragraph (b) below, the Issuing Authority or his or her designee(s) shall have the right to inspect the Cable System as he or she shall deem necessary to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

**-City of Everett Cable Television Renewal License-**

(b) Any inspection requested by the City shall be without charge(s) to the Licensee, and shall have the prior written approval of the Licensee, which approval shall not be unreasonably denied. The Licensee shall be afforded the opportunity to be present during all such inspections.

**Section 4.12---CABLE SYSTEM MAPS**

(a) Upon written request, the Licensee shall file with the Issuing Authority or his or her designee strand maps of the Cable System plant. If changes are made in the Cable System, upon request, the Licensee shall file updated strand maps not more than once annually, not later than thirty (30) days after such request. Said strand maps shall be provided by the Licensee in paper form unless an electronic version is specifically requested in the aforementioned written request. In such case, the electronic version shall be provided by Licensee utilizing software of the Licensee's choice.

(b) Upon request, the Licensee shall allow the Issuing Authority and/or his or her designee(s) to view "as-built" maps of the Cable System at a location that is mutually-agreeable to the Issuing Authority and the Licensee.

**Section 4.13---SERVICE INTERRUPTION**

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

**Section 4.14---COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Service(s) available to any commercial establishments in the City provided that said establishment(s) agrees to pay for construction, installation and monthly subscription costs as established by the Licensee, including any costs of extending the Trunk and Distribution System, if necessary in order to provide such Cable Service.

**Section 4.15---SERVICE OUTAGE NOTIFICATION**

Upon written request, the Licensee shall explain any significant service outages in the City to the Issuing Authority and/or his or her designee(s).

**Section 4.16---"DIG SAFE"**

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

## **ARTICLE 5**

### **SERVICES AND PROGRAMMING**

#### **Section 5.1---BASIC SERVICE**

The Licensee shall make available a Basic Service which shall include all Signals, including the downstream PEG Access Channels, which are required to be carried by a cable television system serving the City pursuant to applicable federal statute or regulation.

#### **Section 5.2---PROGRAMMING**

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

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with written notice of its intent to substantially change the Everett Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

#### **Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE**

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

#### **Section 5.4---VCR/DVD/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/DVD controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request accessories and written procedures which will allow VCR/DVD owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR/DVD, 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 Everett Cable Television Renewal License-

(b) Unless otherwise required by 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 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.

**Section 5.5---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.

**Section 5.6--- DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) Pursuant to M.G.L. 166(A), the Licensee shall provide, install and maintain one Cable Drop and/or Outlet and the monthly Basic Service at no charge, to all City police and fire stations, public libraries, public schools and other public buildings included in **Exhibit 4**, attached hereto and made a part hereof, and any other public buildings as designated by the Issuing Authority along the Licensee's cable route. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions newly receiving Basic Service. There shall be no costs to the City or any designated institution for the installation and/or provision of monthly Basic Cable Service and related routine maintenance.

(b) The Licensee shall supply one (1) non-addressable Converter device for each required Drop and/or Outlet if required for the reception of the monthly Basic Service, at no cost to the City or any designated institution. The Licensee shall maintain such Outlets and Converters for normal wear and tear; provided, however, that the City shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall install any newly requested aerial Drop and/or Outlet within sixty (60) days of any such request(s) from the Issuing Authority, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or his or her designee(s).

**-City of Everett Cable Television Renewal License-**

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

**ARTICLE 6**

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

**Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

The Access Provider, as designated by the Issuing Authority, shall continue to be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

**Section 6.2---ACCESS PROVIDER**

The Access Provider shall provide services to PEG Access Users and the City, as follows:

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



-City of Everett Cable Television Renewal License-

**Section 6.3---PEG ACCESS CHANNELS**

(a) The Licensee shall continue to make available to the Access Provider three (3) full-time Downstream Channels for PEG Access purposes.

(b) Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers without charge to the City and/or the Access Provider, and shall be subject to the control and management of the Access Provider except as otherwise provided herein.

(c) While the Licensee retains sole discretion for channel placement, the Licensee shall attempt to minimize the number of PEG Access Channel assignment changes. The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels without the advance, written notice to the Issuing Authority and the Access Provider.

**Section 6.4---ANNUAL SUPPORT FOR PEG ACCESS**

(a) The Licensee shall provide annual funding to the Access Provider, for PEG Access purposes, equal to four percent (4%) of the Licensee's Gross Annual Revenues, as defined herein. Said annual payments shall be used for, among other things, salary, staffing, operating and other related expenses connected with PEG Access programming and operations.

(b) Said annual four percent (4%) PEG Access payments shall be made to the Access Provider on a calendar year quarterly basis: (i) not later than May 15<sup>th</sup> for the previous period of January, February and March; (ii) not later than August 15<sup>th</sup> for the previous period of April, May and June; (iii) not later than November 15<sup>th</sup> for the previous period of July, August and September; and (iv) not later than February 15<sup>th</sup> for the previous period of October, November and December

(c) The first payment to the Access Provider under this Renewal License shall be made not later than May 15, 2006, and shall constitute four percent (4%) of the Licensee's Gross Annual Revenues for the preceding three (3) month period as specified in paragraph (b) above. The final payment to the Access Provider under this Renewal License shall be made not later than February 15, 2016, and shall constitute four percent (4%) of the Licensee's Gross Annual Revenues for the preceding three (3) month period as specified in paragraph (b) above.

(d) The Licensee shall file with each of said four percent (4%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 5**. If the Licensee's quarterly payments to the Access Provider were less than four percent (4%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Access Provider no later than its subsequent quarterly payment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(25) supra.

-City of Everett Cable Television Renewal License-

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Access Provider an amount equal to four percent (4%) of such Person's Gross Annual Revenues. The Licensee shall notify any such Person of this four percent (4%) payment requirement and shall notify the Access Provider of such use of the Cable System by such Person(s).

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

**Section 6.5---PEG ACCESS EQUIPMENT/FACILITIES FUNDING**

(a) The Licensee shall provide payments to the City and/or the Access Provider totaling the amount of Four Hundred and Seventy Thousand Dollars (\$470,000.00) to be used to purchase and/or lease PEG Access equipment and facilities as follows:

- (i) Two Hundred Thousand Dollars (\$200,000) shall be paid not later than March 10, 2006;
- (ii) Thirty Thousand Dollars (\$30,000) shall be paid not later than February 24, 2007;
- (iii) Thirty Thousand Dollars (\$30,000) shall be paid not later than February 24, 2008;
- (iv) Thirty Thousand Dollars (\$30,000) shall be paid not later than February 24, 2009;
- (v) Thirty Thousand Dollars (\$30,000) shall be paid not later than February 24, 2010;
- (vi) Thirty Thousand Dollars (\$30,000) shall be paid not later than February 24, 2011;
- (vii) Thirty Thousand Dollars (\$30,000) shall be paid not later than February 24, 2012;
- (viii) Thirty Thousand Dollars (\$30,000) shall be paid not later than February 24, 2013;
- (ix) Thirty Thousand Dollars (\$30,000) shall be paid not later than February 24, 2014; and
- (x) Thirty Thousand Dollars (\$30,000) shall be paid not later than February 24, 2015;

(b) In no case shall the \$470,000.00 equipment and facilities payments be counted against either the annual PEG Access payment, pursuant to Section 6.4 supra, or any License Fee payment, required by Section 7.1 infra, or any other fees or payments required by applicable laws. The payments in paragraph (a) above shall be made directly to the City and/or the Access Provider, as directed by the Issuing Authority.

(c) In the event that the payment required to be made herein is not tendered on or before the dates fixed herein, interest due on such required payment shall accrue from the date due and be paid to the Access Provider at the annual rate of two percent (2%) above the Prime Rate.

-City of Everett Cable Television Renewal License-

**Section 6.6---EQUIPMENT OWNERSHIP**

The City and/or the Access Provider shall own all PEG Access equipment purchased with funding pursuant to Section 6.5 supra. The Licensee shall have no obligation, to maintain, insure, replace or repair any such PEG Access equipment.

**Section 6.7---ACCESS PROVIDER BUDGET**

Upon the written request of the Licensee, but not more than once annually, the Issuing Authority shall provide a copy of the Access Provider's fiscal year budget summary within thirty (30) days of said written request.

**Section 6.8---PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, with FCC standards. The City and/or the Access Provider shall be responsible for the picture quality of all PEG Access Programming.

**Section 6.9---ACCESS CABLECASTING**

(a) In order that the City and/or the Access Provider can cablecast its Programming over the PEG Access Downstream Channels, all PEG programming shall be modulated, then transmitted from any location, as listed in **Exhibit 1** hereto, to the Cable System Headend or Hub, on one of the I-Net Upstream Channels made available, without charge, to the City and the Access Provider for their use.

(b) The Licensee shall own, maintain, repair and/or replace any Headend or Hubsite Signal processing equipment. The City and/or the Access Provider shall own, maintain, repair and/or replace studio or portable modulators and demodulators. On the Effective Date of this Renewal License, the Licensee shall deed to the City or the Access Provider the existing video modulators owned by the Licensee and located in the Public and Educational Access studios, for One Dollar (\$1.00). The demarcation point between the Licensee's Signal processing equipment and the City's and/or the Access Provider's modulation equipment shall be at the output of the City's and/or the Access Provider's modulator(s) at any of the **Exhibit 1** I-Net Building Sites or at any new I-Net site(s) or point-to-point fiber connection site constructed pursuant to 3.2 (e) supra or 6.11 infra.

(c) PEG Access Programming shall be switched to the appropriate Downstream Channel(s) in accordance with Section 3.2(h) supra.

(d) The Licensee shall provide and maintain all necessary processing equipment in order to switch Upstream Signals from the City and/or the Access Provider to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment.

**-City of Everett Cable Television Renewal License-**

**Section 6.10---CENSORSHIP**

Neither the Licensee, nor the City and/or its designees 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.

**Section 6.11---POINT-TO-POINT CONNECTION TO THE NEW HIGH SCHOOL**

(a) If the City or its designee(s) move(s) from the existing Educational Access studio at Everett High School located at 548 Broadway, Everett, to a location and building which is not on the existing Institutional Network, the Licensee shall provide a one-way, hard-wired video link from a new Educational Access studio to the Headend. The Licensee shall not be required to incur costs greater than Thirty Thousand Dollars (\$30,000.00) in the design, installation and construction of said one-way video link. Any design, installation and construction costs in excess of said Thirty Thousand Dollars (\$30,000.00) shall be borne by the City and/or its designee at the actual cost of said design, installation and construction plus a reasonable rate of return.

(b) The Licensee shall, within a reasonable period of time after a written request by the Issuing Authority, provide a written estimate of the projected total cost of the one-way video link to the Issuing Authority and shall, in good faith, discuss the specifics of such estimate(s) and less costly alternatives, if any, with the Issuing Authority and his or her representative(s)

(c) Where a portion or all of said one-way, hard-wired video link is underground, the City or its designee shall provide, at no cost to the Licensee, appropriate, dedicated underground conduit from the point of connection ("riser-pole") to the Cable System to the building that houses the new Educational Access studio. Said conduit shall remain the sole property of the School Department and/or the City of Everett.

## **ARTICLE 7**

### **LICENSE FEES**

#### **Section 7.1---LICENSE FEES**

(a) Pursuant to M.G.L. 166A Section 9, as may be amended, the Licensee shall pay to the City, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such higher amount as may be permitted by applicable law(s).

(b) 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 the following: (i) the annual support for PEG Access pursuant to Section 6.4 supra; and (ii) any License Fees that may be payable to the City and the State and/or the FCC provided however that said 5% shall not include the following: (i) any interest due herein to the City because of late payments; (ii) the equipment payments payable to the Issuing Authority or the Access Provider pursuant to Section 6.5 supra; (iii) the costs related to any liquidated damages pursuant to Section 11.2 infra; (iv) the cost to construct the point-to-point connection pursuant to Section 6.11 supra; (v) any payments, expenses, or replenishment of the Performance Bond made pursuant to Sections 2.5, 4.5, 9.2(c), 10.4 and/or 10.5 herein; and (vi) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) The License Fees shall be paid annually to the City throughout the term of the Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

#### **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 of general applicability which the Licensee and/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 which payments 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, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the 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 System.

-City of Everett Cable Television Renewal License-

(c) The term "license fee" shall have the meaning defined in Sections 622(g)(1) & (2)(A-E) 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 fifteen (15) days 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 §622(g)(2)(D) of the Cable Act.

**Section 7.4---RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under Section 7.3. All amounts paid shall be subject to audit and recomputation by the City, and shall occur in no event later than two (2) years after each quarterly License Fee is tendered to the City or the Access Provider; provided, however, that in the event that the Issuing Authority commences an audit and/or recomputation of any License Fee payment within said two (2) year period, said commencement shall be deemed to be timely for purposes of this Section 7.4(a).

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have ten (10) days after a request from the Issuing Authority to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

**Section 7.5---AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Everett.

**-City of Everett Cable Television Renewal License-**

**Section 7.6---METHOD OF PAYMENT**

All License Fee payments by the Licensee to the City pursuant to the Renewal License shall be made payable to the City unless the Licensee is otherwise notified in writing by the Issuing Authority.

## **ARTICLE 8**

### **RATES AND CHARGES**

#### **Section 8.1---RATE REGULATION**

The City reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws.

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

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Pursuant to applicable law, 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 Cable 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) In accordance with applicable law, at the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an 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 as **Exhibit 6**.

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

All rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the 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---CREDIT FOR SERVICE INTERRUPTION**

In accordance with applicable law, the Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the Service interruption.



## 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, upon written request, but no more than annually, copies of the certificates of insurance for the following policies:

(a) A general comprehensive liability policy naming the City, its officers, boards, commissions, committees, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for injury or death to two (2) or more persons in any one occurrence.

(b) A property damage insurance policy naming the City, its officers, boards, commissions, committees, agents and employees as additional named 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 a Five Million Dollar (\$5,000,000.00) umbrella policy for damage to the property of two (2) or more persons in any one occurrence.

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks 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; an

(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 Effective Date of the Renewal License.

-City of Everett Cable Television Renewal License-

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

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

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

**Section 9.2---PERFORMANCE BOND**

(a) The Licensee shall continue to 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 Seventy Five Thousand Dollars (\$75,000.00). 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, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

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

**Section 9.3---REPORTING**

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

**-City of Everett Cable Television Renewal License-**

**Section 9.4---INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all reasonable attorneys' fees incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give to the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority pursuant to this Section 9.4.

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

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

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

## **ARTICLE 10**

### **ADMINISTRATION AND REGULATION**

#### **Section 10.1---REGULATORY AUTHORITY**

The Issuing Authority and/or his or her designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or his or her designee 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 in each year of the Renewal License, conducted by the Issuing Authority and/or his or her designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of the Renewal License.

(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 maintenance and/or operation of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or his or her designee(s), and produce such documents or other materials relevant to such review and evaluation 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 sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the 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, or Service, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating

-City of Everett Cable Television Renewal License-

to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

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

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such emergency removal within sixty (60) days of submission of a bill thereof. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the performance bond.

**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. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the performance bond.

**Section 10.6---JURISDICTION AND VENUE**

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

**ARTICLE 11**

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

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

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the 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 verification 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 twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that 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 its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) 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 and submit to the Licensee a written determination of his or her findings. 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) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

-City of Everett Cable Television Renewal License-

- (iii) Commence an action at law for monetary damages;
- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) Invoke any other lawful remedy available to the City.

**Section 11.2---LIQUIDATED DAMAGES**

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

(1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(2) For failure to fully operate and maintain the Institutional Network in accordance with Section 3.2 herein, Three Hundred Twenty-Five Dollars (\$325.00) 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, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access provisions in accordance with the timelines in Article 6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues; provided, however, that Sections 6.4 and 6.5 supra are not subject to assessment of liquidated damages only during such time that interest charges are being levied.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.4 infra, and Exhibit 8 attached hereto, Three Hundred Dollars (\$300.00) per day that any such non-compliance continues.

(6) For failure to comply with the technical standards, pursuant to Section 3.5 herein and Exhibit 2 attached hereto, Two Hundred Twenty-Five Dollars (\$225.00), for each day that any such non-compliance continues.

-City of Everett Cable Television Renewal License-

(7) For failure to provide, install and/or fully activate the Subscriber Network and/or Institutional Network Drops and/or Outlets in accordance with Sections 3.1, 3.2, and/or 5.6 herein and/or Exhibits 1, and/or 4, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

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

(c) 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 and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

**Section 11.4---TERMINATION**

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earlier 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; or (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

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

In the event that the City or the Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the City or the Licensee intends to take legal action, said party shall (i) give the other party 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 other party before filing any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.



**-City of Everett Cable Television Renewal License-**

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

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

**Section 11.7---NO WAIVER-CUMULATIVE REMEDIES**

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Issuing Authority, the City, or the Licensee to exercise, and no delay in exercising, any right in the 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 the Renewal License.

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

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

## ARTICLE 12

### SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

#### Section 12.1---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 7**, during Normal Business Hours, as defined therein.

(b) The Licensee's main customer service office(s) shall have a publicly listed local telephone connection for Everett subscribers. If applicable law allows, said connection may be toll-free.

(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 percent (3%) of the time, measured on a quarterly basis, under normal operating conditions.

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

#### Section 12.2---CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee shall log all such calls. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If

-City of Everett Cable Television Renewal License-

requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

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

(a) The Licensee shall provide Cable Service(s) to Everett residents who request Service within seven (7) days of said request, subject to required approvals, if needed.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service call will occur in the appointed morning (9:00 AM to 1:00 PM), afternoon (1:00 PM to 5:00 PM) or, if applicable, evening (5:00 PM to 7:00 PM).

(c) In the event that the Licensee misses a scheduled service visit, the Licensee shall make best efforts to provide the Subscriber or customer with a priority service call.

(d) A Subscriber Complaint or request for service received after Normal Business Hours, as defined, shall be acted upon the next business morning. At that time, they are to be handled as prescribed in (d) above for a request received at the start of business.

(e) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours to address (i) any emergency situations, (ii) a number of similar Complaint calls or (iii) a number of calls coming from the same area.

(f) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within a one hour timeframe, concerning such an outage, or when the Licensee has reason to know of such an outage.

(g) The Licensee shall remove all Subscriber Drop Cables, no later than thirty (30) days of the Licensee receiving a request from a Subscriber to do so, at no cost to the Subscriber.

**Section 12.4---FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 7**.

-City of Everett Cable Television Renewal License-

**Section 12.5---BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 6** 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) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

**Section 12.6---COMPLAINT RESOLUTION PROCEDURES**

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:
  - (i) Upon the written request of the Issuing Authority or his or her designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.
  - (ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or his or her designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to

-City of Everett Cable Television Renewal License-

participate in further processing of the Complaint, the Subscriber shall meet jointly in Everett with the Issuing Authority or his 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 attempt to resolve such matter.

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

**Section 12.7---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 12.8---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 provide the Licensee an opportunity to demonstrate that its Signals meet or exceed FCC technical standards. In the event that the Licensee is unable to demonstrate such compliance, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

**Section 12.9---EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to display upon request an employee identification card issued by the Licensee and bearing a picture of said employee.

**-City of Everett Cable Television Renewal License-**

**Section 12.10---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 the 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 in accordance with the policy.

**Section 12.11---PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service or 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 12.12---MONITORING**

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, 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, other than as permitted herein.

(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. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

-City of Everett Cable Television Renewal License-

**Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION**

(a) In accordance with applicable law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber; and/or

(ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

**Section 12.14---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 as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

**Section 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

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

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

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

**-City of Everett Cable Television Renewal License-**

**Section 12.16---PRIVACY STANDARDS REVIEW**

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



-City of Everett Cable Television Renewal License-

**ARTICLE 13**

**REPORTS, AUDITS AND PERFORMANCE TESTS**

**Section 13.1---GENERAL**

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the City any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the 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 Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. In the event of a disagreement, the parties shall submit the matter to the appropriate appellate entity.

**Section 13.2---FINANCIAL REPORTS**

(a) In accordance with applicable law, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with Cable Division Form 200 showing a balance sheet sworn to by the Licensee's Chief Financial Officer. Said form shall contain such financial information as required by applicable law.

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

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

The Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include the number of Basic Service Subscribers. The Licensee may submit such information subject to Section 13.1(b) above, and it shall be considered proprietary

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

To establish the Licensee's compliance with the requirements of the Renewal License, the Licensee shall provide, upon the written request of the Issuing Authority but not more than semi-annually the Issuing Authority with a report of telephone traffic, generated from a regional, in-house automated call accounting or call tracking system. Said reports shall include the following information and any other information that may be required by applicable law(s): (1) confirmation that, 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 (which standard shall be met no less than

-City of Everett Cable Television Renewal License-

ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (2) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

**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 500 (See **Exhibit 8**) to the Issuing Authority, or his or her designee.

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

Subject to Sections 12.8 and 12.15(a) supra, the Licensee shall, within ten (10) business days after receiving a written request from the City, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

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

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

**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), on either the Subscriber Network or the I-Net, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within forty five (45) days after written notice for the same.

(b) Said report shall include the following information:

- (1) the nature of the Complaint or problem which precipitated the special tests;
- (2) the system component tested;
- (3) the equipment used and procedures employed in testing; and
- (4) the method, if any, in which such complaint/problem was resolved.

-City of Everett Cable Television Renewal License-

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

**Section 13.9---DUAL FILINGS**

If requested, the Licensee or the Issuing Authority shall make available to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 supra.

**Section 13.10---ADDITIONAL INFORMATION**

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

**Section 13.11---INVESTIGATION**

Subject to applicable law and regulation, 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.

**-City of Everett Cable Television Renewal License-**

**ARTICLE 14**

**EMPLOYMENT**

**Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall be an Equal Opportunity Employer adhering to all federal, State and/or local laws and regulations.

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

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

## **ARTICLE 15**

### **MISCELLANEOUS PROVISIONS**

#### **Section 15.1---ENTIRE AGREEMENT**

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

#### **Section 15.2---CAPTIONS**

The captions to sections throughout the 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 the 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 the Renewal License.

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

During the term of the 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 the Renewal License, attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License, except for the Programming Exhibit which is attached hereto for informational purposes.

-City of Everett Cable Television Renewal License-

**Section 15.6---WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Effective Date of the 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 Effective Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

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

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

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

**Section 15.7---FORCE MAJEURE**

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

**Section 15.8---REMOVAL OF ANTENNAS**

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

**-City of Everett Cable Television Renewal License-**

**Section 15.9---SUBSCRIBER TELEVISION SETS**

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

**Section 15.10---APPLICABILITY OF RENEWAL LICENSE**

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

**Section 15.11---NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor, City of Everett, City Hall, 484 Broadway, Everett, Massachusetts 02149, with one (1) copy to the City Solicitor, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt:

Comcast Cable Communications, Inc.  
Attn: Director of Government & Community Relations  
28 Travis Street  
Allston, Massachusetts 02134

with one (1) copy to:

Comcast Cable Communications, Inc.  
Vice-President, Government Affairs  
676 Island Pond Road  
Manchester, New Hampshire 03109

and one (1) copy to:

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

-City of Everett Cable Television Renewal License-

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in an Everett 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.

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

**Section 15.12---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 15.13---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 the Renewal License, or any provision in the Renewal License, provided that this Section shall not restrict the right of the Licensee to oppose such intervention in an appropriate forum.

**Section 15.14---TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of the Renewal License and shall continue for the ten (10) year term of the Renewal License, specified in Section 2.2 supra, except as expressly provided for otherwise herein.



-City of Everett Cable Television Renewal License-

## **EXHIBITS**

**EXHIBIT 1**

**INSTITUTIONAL NETWORK BUILDINGS**

City Hall	484 Broadway
Everett High School	548 Broadway
Sumner G. Whittier School	Broadway

## EXHIBIT 2

### TECHNICAL SPECIFICATIONS

#### TITLE 47—TELECOMMUNICATION

#### CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

#### PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

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

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This inProvider by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This inProvider by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

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

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

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

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

-City of Everett Cable Television Renewal License-

- (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

-City of Everett Cable Television Renewal License-

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

**-City of Everett Cable Television Renewal License-**

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

[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; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

**EXHIBIT 3**  
**PROGRAMMING**

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

(See Attached)

## ANALOG (Standard Cable) Channel Line-up\*

<b>2</b> WGBH-2 (PBS)	<b>27</b> Court TV	<b>54</b> BET
<b>3</b> Public Access	<b>28</b> MTV	<b>55</b> Spike TV
<b>4</b> WBZ-4 (CBS)	<b>29</b> VH-1	<b>56</b> BCTV/EWTN
<b>5</b> WCVB-5 (ABC)	<b>30</b> FX	<b>57</b> Bravo
<b>6</b> New England Cable News	<b>31</b> TBS	<b>58</b> RA/TV Guide
<b>7</b> WHDH-7 (NBC)	<b>32</b> Home & Garden TV	<b>59</b> AMC
<b>8</b> CN8	<b>33</b> TNT	<b>60</b> Cartoon Network
<b>9</b> WBPX-9 (PAX)	<b>34</b> E! Entertainment	<b>61</b> Comedy Central
<b>10</b> WGBX-44 (PBS)	<b>35</b> USA Network	<b>62</b> Sci-Fi Channel
<b>11</b> WENH-11 (PBS)	<b>36</b> Lifetime	<b>63</b> Animal Planet
<b>12</b> WLVI-56 (WB)	<b>37</b> A&E	<b>64</b> TV Land
<b>13</b> WFTX-25 (FOX)	<b>38</b> The Learning Channel	<b>65</b> Product Information Network
<b>14</b> WSBK-38 (UPN)	<b>39</b> Discovery Channel	<b>66</b> History Channel
<b>15</b> Educational Access	<b>40</b> Food Network	<b>67</b> Travel Channel
<b>16</b> Governmental Access	<b>41</b> Fox News	<b>68</b> C-SPAN2
<b>17</b> WUNH-27 (UNH)	<b>42</b> CNN Headline News	<b>69</b> The Golf Channel
<b>18</b> WNDS-50 (RND)	<b>43</b> C-SPAN	<b>70</b> MSN
<b>19</b> WNEU-60 (Telemundo)	<b>44</b> CNN	<b>71</b> QVC
<b>20</b> WMFP-62 (RND)	<b>45</b> CNBC	<b>72</b> HBO
<b>21</b> WUTF-66 (Telefutura)	<b>46</b> The Weather Channel	<b>95</b> WWDP-46 (Shop NBC)
<b>23</b> WYDN-48 (Daystar)	<b>47</b> ESPN	
<b>49</b> Disney Channel	<b>48</b> ESPN2	
<b>50</b> Nickelodeon	<b>49</b> NESN	
<b>51</b> ABC Family Channel	<b>50</b> Fox Sports Net	
	<b>51</b> MSNBC	

\* Subject to availability.

- ☐ Basic Service
 ☒ Expanded Basic Service
 ☒ Premium

Everett, Malden & Medford 01/05





**EXHIBIT 4**

**DROPS AND MONTHLY SERVICE  
TO PUBLIC BUILDINGS AND SCHOOL BUILDINGS**

The following public buildings and school buildings shall continue to receive a Drop and/or Outlet and the monthly Basic Service at no charge:

City Hall	484 Broadway
Police Station	45 Elm Street
Fire Station	384 Broadway
Fire Station	239 Ferry Street
Fire Station	54 Hancock Street
Armory	90 Chelsea Street
City Services Building	19 Norman Street
Recreation Center	47 Elm Street
Parlin Library	410 Broadway
Shute Memorial Library	781 Broadway
Everett Stadium	38 Cabot Street
Senior Center	21 Whittier Dr.
School Administration Building	Vine & Chelsea Sts.
School Maintenance Facility	78 Tileston Street
Everett High School	548 Broadway
George Keverian School	20 Nichols Street
Lafayette School	117 Edith Street
Madeline English School	105 Woodville Street
Parlin School	587 Broadway
Sumner G. Whittier School	337 Broadway
Webster School	30 Dartmouth Street

-City of Everett Cable Television Renewal License-

**EXHIBIT 5**

**GROSS ANNUAL REVENUES REPORTING FORM**

**COMCAST  
NEW ENGLAND REGION**

**CITY OF EVERETT**

Quarterly Period: \_\_\_\_\_

**Totals**

**Totals By Service:**

Basic Service Revenue  
Pay Service Revenue 1  
Other Revenue 2  
Digital Revenue  
Late Fee Revenue

Subtotal	<u>\$0.00</u>
----------	---------------

**Totals By Non Service:**

Home Shopping Revenue  
Advertising Sales Revenue  
Leased Access Revenue  
Less Bad Debt

Subtotal	<u>\$0.00</u>
----------	---------------

Total Gross Annual Revenues	\$0.00
-----------------------------	--------

4% License Fee	\$0.00
----------------	--------

Quarterly License Fee Due: _	<u>          </u>
------------------------------	-------------------

1 - Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 - Other Revenue includes converter, remote, installation, TV Guide,  
wire maintenance and other misc. billing adjustments.

**EXHIBIT 6**

**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

-City of Everett Cable Television Renewal License-

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 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.

-City of Everett Cable Television Renewal License-

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

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

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

- (1) Subscriber payment is due on the 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.

-City of Everett Cable Television Renewal License-

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
  - (a) A subscriber requests total disconnection from cable service; or
  - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

-City of Everett Cable Television Renewal License-

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

REGULATORY AUTHORITY

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

**EXHIBIT 7**

**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 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



-City of Everett Cable Television Renewal License-

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 that is convenient for the customer.

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

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

(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 Everett Cable Television Renewal License-

**EXHIBIT 8**

**CABLE DIVISION FORM 500**

(See Attached)

# Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Address:

Filing Year:

Address:

Number of Subscribers:

Contact:

Phone:

E-Mail:

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:

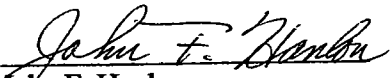
A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	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 complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

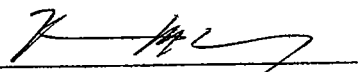
-City of Everett Cable Television Renewal License-

**SIGNATURE PAGE**

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

  
John F. Hanlon  
Mayor

Date: January 10, 2006

  
Kevin M. Casey  
President, Northern Division  
Comcast of Massachusetts/New Hampshire/Ohio, Inc.

Date: January 17, 2006

