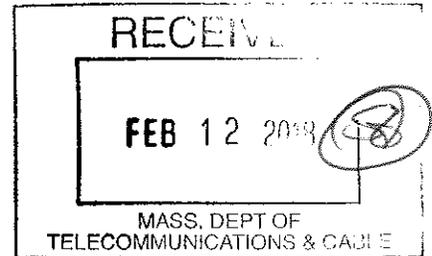




February 8, 2018

Mayor Sefatia Romeo Theken
City of Gloucester
Office of the Mayor
9 Dale Ave.
Gloucester, MA 01930



Re: City of Gloucester - Cable Television Renewal License

Dear Mayor Theken,

Please find enclosed, for your files, two fully executed originals of the Cable Television Renewal License between the City of Gloucester and Comcast.

Please feel free to contact me at 603.334.3603 should you have any questions.

Sincerely,

Jay Somers, Sr. Manager
Government & Regulatory Affairs

cc: Sara Clark – MA DTC
Denise Mason - Comcast Manager of Government & Regulatory Affairs (3rd original)
Comcast Corporate Franchising
Comcast Division Franchising and Finance

RENEWAL
CABLE TELEVISION LICENSE

FOR THE
CITY OF GLOUCESTER,
MASSACHUSETTS

Term: February 1, 2018 – January 31, 2028

TABLE OF CONTENTS

INTRODUCTION 5

ARTICLE 1 DEFINITIONS..... 6
SECTION 1.1 - DEFINITIONS.....6

ARTICLE 2 GRANT OF RENEWAL LICENSE 12
SECTION 2.1 - GRANT OF RENEWAL LICENSE12
SECTION 2.2 - TERM: NON-EXCLUSIVITY12
SECTION 2.3 – RENEWAL.....12
SECTION 2.4 - RESERVATION OF AUTHORITY13
SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE13
SECTION 2.6 – POLICE AND REGULATORY POWERS14

ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION..... 16
SECTION 3.1 – AREA TO BE SERVED.....16
SECTION 3.2 – STANDARD INSTALLATION17
SECTION 3.3 - SUBSCRIBER NETWORK17
SECTION 3.4 - SUBSCRIBER NETWORK CABLE DROPS.....17
SECTION 3.5 - PARENTAL CONTROL CAPABILITY18
SECTION 3.6—EMERGENCY ALERT OVERRIDE CAPACITY18
SECTION 3.7 – RIGHT TO INSPECTION OF CONSTRUCTION19
SECTION 3.8—SYSTEM TECHNICAL SPECIFICATIONS19

ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS..... 20
SECTION 4.1 – SYSTEM MAINTENANCE.....20
SECTION 4.2 - REPAIRS AND RESTORATION21
SECTION 4.3 - CABLE LOCATION.....21
SECTION 4.4 - TREE TRIMMING.....22
SECTION 4.5 –STRAND MAPS22
SECTION 4.6 - BUILDING MOVES.....23
SECTION 4.7 - DIG SAFE23
SECTION 4.8 - DISCONNECTION AND RELOCATION.....23
SECTION 4.9 – EMERGENCY REMOVAL OF PLANT.....23
SECTION 4.10 – PEDESTALS.....24
SECTION 4.11 – PRIVATE PROPERTY.....24

ARTICLE 5 PROGRAMMING..... 25
SECTION 5.1 - BASIC CABLE SERVICE25
SECTION 5.2 - PROGRAMMING.....25
SECTION 5.3 - REMOTE CONTROLS25
SECTION 5.4 - STEREO TV TRANSMISSIONS.....25
SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE.....26
SECTION 5.6 – CONTINUITY OF SERVICES.....26
SECTION 5.7 – COMMERCIAL ESTABLISHMENTS.....26

ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT..... 27
SECTION 6.1 - PEG ACCESS CHANNELS27
SECTION 6.2 - PEG ACCESS PROVIDER.....28
SECTION 6.3 - PEG ACCESS CABLECASTING29
SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT29
SECTION 6.5 - PEG ACCESS CAPITAL SUPPORT30

SECTION 6.6 - CITY TECHNOLOGY FUND	31
SECTION 6.7- PROGRAMMING EXCLUSIVITY AND NON-COMPETITION	31
SECTION 6.8 – INTERCONNECTION WITH COMPETING CABLE LICENSEE	32
SECTION 6.9 - PEG ACCESS PROGRAMMING INDEMNIFICATION	32
ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION	33
SECTION 7.1 - CUSTOMER SERVICE	33
SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES.....	33
SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY	33
SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS.....	33
SECTION 7.5 – CUSTOMER SERVICE CALL CENTER.....	34
SECTION 7.6 – INSTALLATION VISITS - SERVICE	34
SECTION 7.7 – RESPECT FOR PRIVATE PROPERTY.....	35
ARTICLE 8 PRICES AND CHARGES.....	36
SECTION 8.1 - RATES AND CHARGES	36
SECTION 8.2 – CREDIT FOR SERVICE INTERRUPTION.....	37
ARTICLE 9 REGULATORY OVERSIGHT	38
SECTION 9.1 - INDEMNIFICATION	38
SECTION 9.2 – INSURANCE.....	38
SECTION 9.3 - PERFORMANCE BOND.....	40
SECTION 9.4 - LICENSE FEES	41
SECTION 9.5 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS	42
SECTION 9.6 – RECOMPUTATION.....	42
SECTION 9.7 – AFFILIATES USE OF SYSTEM	43
SECTION 9.8 - REPORTS.....	43
SECTION 9.9 - INVESTIGATION	44
SECTION 9.10 - EQUAL EMPLOYMENT OPPORTUNITY	44
SECTION 9.11 - REVOCATION OF LICENSE	44
SECTION 9.12 - INCORPORATION BY REFERENCE	44
SECTION 9.13 - NOTICE AND OPPORTUNITY TO CURE.....	45
SECTION 9.14 – LIQUIDATED DAMAGES	46
SECTION 9.15 - NON-EXCLUSIVITY OF REMEDY.....	47
SECTION 9.16 - NO WAIVER-CUMULATIVE REMEDIES	47
SECTION 9.17 – TRANSFER OR ASSIGNMENT.....	48
SECTION 9.18 - REMOVAL OF SYSTEM	49
SECTION 9.19 – INSPECTION	49
SECTION 9.20 – PERFORMANCE EVALUATION HEARINGS	49
SECTION 9.21 - NO THIRD PARTY BENEFICIARIES	50
ARTICLE 10 MISCELLANEOUS.....	51
SECTION 10.1 - SEVERABILITY	51
SECTION 10.2 - FORCE MAJEURE.....	51
SECTION 10.3 - NOTICES	52
SECTION 10.4 – RENEWAL LICENSE EXHIBITS.....	52
SECTION 10.5 - ENTIRE AGREEMENT.....	53
SECTION 10.6 - CAPTIONS	53
SECTION 10.7 - WARRANTIES.....	53
SECTION 10.8 – NO RECOURSE AGAINST THE ISSUING AUTHORITY	54
SECTION 10.9 –RIGHT OF INTERVENTION	54
SECTION 10.10 – TERM	54
SECTION 10.11 - APPLICABILITY OF RENEWAL LICENSE.....	54
SECTION 10.12 – NON-DISCRIMINATION.....	54

SECTION 10.13 – JURISDICTION/VENUE.....55
SIGNATURE PAGE56
EXHIBIT A BUILDINGS ON THE CABLE SYSTEM.....57
EXHIBIT B PROGRAMMING58

GLOUCESTER, MASSACHUSETTS RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the City of Gloucester, Massachusetts (hereinafter "City"), said license having commenced on March 15, 2007;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated August 21, 2016 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated November 11, 2016;

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

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

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

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

ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

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

(a) Access Provider – shall mean the person, group or entity, for non-profit, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

(b) Affiliate or Affiliated Person – When used in relation to any Person, shall mean another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(c) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

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

(e) Cable Division – shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A) or its successor

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

(g) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the City of Gloucester, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (D) an open video system that complies with section 653 of this title, or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(h) City – shall mean the City of Gloucester, Massachusetts.

(i) Drop – shall mean the coaxial cable or fiber that connects a home or building to the Subscriber Network or Video Return Line.

(j) Effective Date – shall mean February 1, 2018

(k) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

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

(m) Gross Annual Revenues – shall mean the revenues derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the City, accrued in accordance with generally accepted accounting principles (“GAAP”) in the United States, and shall include, without

limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; 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 Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; home shopping revenues; and advertising revenues. In the event that an Affiliate or any other Person is responsible for advertising, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for such Affiliates or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly 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. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; 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.

(n) Issuing Authority – shall mean the Mayor of the City of Gloucester, Massachusetts, or the lawful designee thereof.

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

(p) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the City of Gloucester and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(q) Modulator – shall mean CATV modulator or equivalent device used for video signal transport.

(r) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(t) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(u) Pay Cable or Premium Services – shall mean programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(v) Pay-Per-View: – shall mean programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(w) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

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

(y) Prime Rate – The prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston, it shall be the “Prime Rate” for purposes of this Renewal License.

(z) Public, Educational and Governmental Access Channel – shall mean a video channel made available to the City and designees of the Issuing Authority, without charge, designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

(aa) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Gloucester residents or Gloucester organizations, schools and government entities (or residents or organizations, schools or government entities of a town served

by the Regional Access Corporation) and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(ab) Public Buildings – shall mean those buildings owned or leased by the City or public schools for municipal government or educational purposes, and shall not include buildings owned by the City or public schools, but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

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

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

(ae) Renewal License or License – shall mean this non-exclusive Cable Television License granted by the Licensee and any amendments or modifications in accordance with the terms herein.

(af) Standard Installation – shall mean the standard one hundred twenty-five foot (125') aerial or one hundred twenty-five foot (125') underground Drop connection to the existing distribution system.

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

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

(ai) City – shall mean the City of Gloucester, Massachusetts.

(aj) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber’s residences.

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, a Delaware Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the City of Gloucester.

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

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on February 1, 2018 and shall expire at midnight January 31, 2028.

SECTION 2.3 - RENEWAL

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

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

SECTION 2.4 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (b) be construed as a waiver of any codes or bylaws of general applicability and not specific to the Cable Television System, Licensee, or this License, or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways.

SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses to other Cable Service providers within the City for the right to use and occupy the Public Ways or streets within the Issuing Authorities jurisdiction. If any such additional or competitive license is granted by the Issuing Authorities which, in the reasonable opinion of Licensee,

(b) contains more financially favorable or less burdensome terms or conditions than this Renewal License, including, but not limited to: franchise fees; payment schedules, insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

(c) The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

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

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

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

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

(g) In the event that Licensee demonstrates that an existing or future Cable Service provider in the City has been provided relief by the Issuing Authority from a material obligation(s) of its license,, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this Renewal License The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority regarding such relief, and unless otherwise mutually agreed to. License shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that such relief causes said other cable license to be more favorable or less burdensome than this Renewal License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief; unless the parties' counsels mutually and reasonably deem said information is proprietary and not subject to being so provided.

SECTION 2.6 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable federal and State laws and regulation, and City ordinances and lawful regulations, provided such City ordinances and regulations are generally

applicable and not specific to this License, the Licensee and/or Cable System. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of competent jurisdiction. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a city ordinance or regulation.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Licensee shall continue to make Cable Service available to every residential dwelling unit within the City that currently has Cable Service available to it from the Licensee. Licensee shall also make Cable Service available to every residential dwelling unit within the City where the minimum density is at least twenty (20) dwelling units per aerial mile and forty (40) dwelling units per underground mile providing however, that any plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Licensee shall make service available to multiple dwelling units (MDU) based on the density requirement above providing that Licensee is able to obtain from the property owners any necessary easements, installation charges, permits and agreements to provide service to said MDU. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five feet (125') of Licensee's Distribution Cable For non-Standard Installations Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the City which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting town (s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred twenty-five feet (125 ft.) of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

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

SECTION 3.2 – STANDARD INSTALLATION

Subject to the density requirements in Section 3.1 above, any dwelling unit within one hundred twenty-five feet (125') aerial or one hundred twenty-five feet (125') underground of Licensee's Distribution Cable shall be entitled to a Standard Installation rate, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). All other installations are considered non-standard installations. For installations more than one hundred twenty-five feet (125'), the first one hundred twenty-five feet (125') shall be at the Standard Installation rate.

SECTION 3.3 - SUBSCRIBER NETWORK

Licensee shall own, operate and maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz to Subscribers.

SECTION 3.4 - SUBSCRIBER NETWORK CABLE DROPS

(a) Licensee shall continue to provide a single Cable Drop, an Outlet and monthly Basic Cable Service, at no charge to the City, to each Public Building located along the existing cable route as of the

Effective Date, as designated by the Franchising Authority within the City, listed in **Exhibit A** attached hereto.

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Standard Installation Drop, Outlet and Basic Cable Service at no charge to any new Public Buildings and other City owned Public Buildings, along the its cable routes. The Issuing Authority or its designee shall consult with a representative of Licensee to determine the appropriate location for each of such Public Building's respective Outlet prior to requesting that Licensee install service at no charge.

(c) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those buildings included in **Exhibit A**, or to move existing or install additional Drops or Outlets to buildings already installed pursuant to subsection (b) above, except that after the reconstruction, expansion or replacement of a Public Building, along the cable route the Licensee shall install a Drop and Outlet and provide said Cable Service as referenced in subsection (a) above to the reconstructed, expanded or new Public Building .

(d) It is understood that Licensee shall not be responsible for any internal wiring of such Public Buildings.

SECTION 3.5 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

SECTION 3.6---EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable laws and regulations of the Commonwealth of Massachusetts.

SECTION 3.7 – RIGHT TO INSPECTION OF CONSTRUCTION

Upon written request to the Licensee, the City or its designee shall have the right to inspect all construction, installation, and/or upgrade work performed subject to the provisions of this Renewal License and it shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall be at the sole cost of the City and shall not interfere with the Licensee's operations and shall be conducted during Licensee's regular business hours. Licensee shall have the right to be present at any such inspection.

SECTION 3.8---SYSTEM TECHNICAL SPECIFICATIONS

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

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

(b) The construction, maintenance, operation, repair and removal of the Cable Television System for which this renewal is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including, but not limited to Occupational Safety and Health Administration regulations, the National Electrical Safety Code, the Massachusetts Electrical Code, and the rules and regulations of the FCC, as well as any other applicable Massachusetts laws and regulations, all building and zoning codes, and generally applicable City ordinances and regulations, as the same exist or as same be hereafter changed or amended

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

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

(e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be

operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Issuing Authority, Licensee shall remedy a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

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

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the City where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Licensee shall install its Cable System underground provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the City where public utility lines are aerially placed, if subsequently during the term of the Renewal License such public utility lines are required by local bylaw or State law to be relocated aerially or underground, Licensee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are

placed underground. Any costs incurred by Licensee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way.

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

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

SECTION 4.4 - TREE TRIMMING

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

SECTION 4.5 –STRAND MAPS

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed. Upon written request said strand maps shall also be provided in electronic format

if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

SECTION 4.6 - BUILDING MOVES

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

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

SECTION 4.7 - DIG SAFE

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

SECTION 4.8 - DISCONNECTION AND RELOCATION

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

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

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

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

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

SECTION 4.10 – PEDESTALS

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

SECTION 4.11 – PRIVATE PROPERTY

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

**ARTICLE 5
PROGRAMMING**

SECTION 5.1 - BASIC CABLE SERVICE

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

SECTION 5.2 - PROGRAMMING

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

(b) Licensee shall comply with 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

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

SECTION 5.4 - STEREO TV TRANSMISSIONS

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

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

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

SECTION 5.6 – CONTINUITY OF SERVICES

It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; provided, however, that the Licensee shall have no obligation to provide Cable 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 Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance if practical

SECTION 5.7 – COMMERCIAL ESTABLISHMENTS

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

ARTICLE 6

PEG ACCESS CHANNELS AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNELS

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

(b) Licensee shall designate capacity on three (3) channels for a Public, Educational, and Governmental (PEG) Access Channels to be used for public access video programming provided by or through the Issuing Authority or its designee, educational access video programming provided by the Issuing Authority or its designee, and governmental access video programming provided by the Issuing Authority or its designee, without charge to the City, the public schools, an Access Provider or any organization serving the City. All Public, Educational and Governmental Access Channel programming is subject to federal law 47 U.S.C. 531 and may not be used to cablecast for-profit programs

(c) In the event the Issuing Authority, its designee(s) or other PEG Access User elects not to program a PEG Access Channel for a period of one hundred twenty (120) days or more, the Licensee may thereafter use such channel capacity that is not being used for PEG Access purposes, subject to the right

of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use of its designee(s) or other Access users.

(d) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that signal quality, including video and audio, is maintained to FCC Technical specifications for Video Programming carried on the Cable System, including 47 CFR § 76.601 et seq., and commensurate with those which apply to the Cable System's commercial channels, provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions.

SECTION 6.2 - PEG ACCESS PROVIDER

Beginning on the Effective Date, the Access Provider shall provide services to PEG Access Users and the City as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.4 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 PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 - PEG ACCESS CABLECASTING

(a) In order that Gloucester PEG Access Programming as well as other PEG Access Programming generated by the Regional Access Corporation can be cablecast over Licensee's PEG Access Channels, all such PEG Access Programming shall be modulated, then transmitted from the Regional Access Corporation's studio located at 38 Blackburn Center in Gloucester to Licensee-owned headend or hubsite on a Licensee owned upstream channel made available, without charge, to the City and/or its Regional Access Corporation for their use. At Licensee owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) Licensee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming from the Regional Access Corporation's studio located at 38 Blackburn center in Gloucester to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming pursuant to this Section 6.3.

SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT

(a) Licensee shall provide a Franchise Fee to the Regional Access Corporation, for PEG Access purposes, equal to two percent (2.0%) of Gross Annual Revenues for the period of the Effective Date through March 31, 2018. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming and operations. Licensee shall provide a Franchise Fee to the Regional Access Corporation, for PEG Access purposes, equal to three and six tenths percent (3.60%) of Gross Annual Revenues for the period of April 1, 2018 through the expiration of this Renewal License less applicable License Fees and assessments from any state or other governmental agencies. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming and operations. Said two percent (2.0%) and three and six tenths percent (3.60%) Franchise Fee shall be made to the Regional Access Corporation, on a quarterly basis. The first payment shall be made on or

before May 15, 2018 for the period of the effective date through March 31, 2018. Quarterly thereafter, Licensee shall provide payments each August 15th November 15th, February 15th and May 15th based on revenues from the previous calendar quarter. The final payment shall be made on or before May 15, , 2028 for the period of January 1 1, 2028 through January 31,, 2028

(b) The Licensee shall file with each of the payments pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(m), for each three (3) month reporting period. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1(m).

(c) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the Prime Rate

SECTION 6.5 - PEG ACCESS CAPITAL SUPPORT

(a) Licensee shall provide, on behalf of the City, total capital funding of Four Hundred Eighty-One Thousand Nine Hundred Fifty Dollars (\$481,950.00) to the Regional Access Corporation, as the City of Gloucester's portion of the capital funding to be used for the purchase of PEG Access equipment and facilities. All equipment purchased with these funds will be owned, operated and maintained by the Regional Access Corporation. Said payments, shall be paid by the Licensee as follows:

(i) Forty Eight Thousand One Hundred Ninety Five Dollars (\$48,195.00) per year for the term of this License. The first annual payment shall be made on or before June 1, 2018 and all subsequent annual payments shall be made on or before June 1 of each renewal term year.

(b) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the Prime Rate.

SECTION 6.6 - CITY TECHNOLOGY FUND

(a) Licensee shall provide an annual payment to the City, for cable related needs, equal to one and one quarter percent (1.25%) of Gross Annual Revenues in the City of Gloucester. Said annual one and one quarter percent (1.25%) Technology Fund payment shall be made to the Issuing Authority on a quarterly basis, and shall be used for cable and technology related purposes. The first payment shall be made on or before May 15th, 2018 for the period of the Effective Date through March 31, 2018, 2018. Quarterly thereafter, Licensee shall provide payments each August 15th, November 15th and February 15th and May 15th based on revenues from the previous calendar quarter. The final payment shall be made on or before May 15, 2028 for the period of January 1, 2028 through January 31, 2028.

(b) The Licensee shall file with each of the payments pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(m), for each three (3) month reporting period. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1(m).

(c) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the Prime Rate.

SECTION 6.7- PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

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

SECTION 6.8 – INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a license is issued by the Issuing Authority to a competing Licensee, the Issuing Authority shall not authorize or require the competing Licensee to connect its system to Licensee's current system for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

SECTION 6.9 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The parties hereto agree that consistent with 47 U.S.C. §558, Licensee shall not incur liability for in connection with or arising from programming thereby exempted from such liability when carried on PEG Access Channel(s). [City position as of now]

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

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

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES

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

SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY

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

SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS

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

SECTION 7.5 – CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate a customer services call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center.

(b) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Gloucester Subscribers, unless required otherwise by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii) 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 standard shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

SECTION 7.6 – INSTALLATION VISITS - SERVICE

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) A subscriber complaint or request for service received after normal business hours shall be acted upon, if possible, the next business day.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a written request from a Subscriber to do so.

SECTION 7.7 – RESPECT FOR PRIVATE PROPERTY

Nothing herein shall be construed as authorizing access or entry onto private property, or any other property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License

**ARTICLE 8
RATES AND CHARGES**

SECTION 8.1 - RATES AND CHARGES

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

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

(c) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall list Cable Service offered by Licensee, the rates and charges for Cable Services and all terms or conditions relating thereto, including any changes thereto.

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

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

SECTION 8.2 – CREDIT FOR SERVICE INTERRUPTION

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

**ARTICLE 9
REGULATORY OVERSIGHT**

SECTION 9.1 - INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend 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, contractors and subcontractors, or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify and defend the City for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the City after receipt of a claim for which indemnification is sought. The Licensee is not required to indemnify the City for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the City.

SECTION 9.2 – 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, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, naming the City, its officers, boards, commissions, committees, agent 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, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

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

(i) One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) Workers Compensation in the minimum amount of the statutory limit.

(d) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000) umbrella form over all other insurance required by this Section 9.2.

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

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) 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.

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

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) 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.

(vi) The Licensee shall be responsible for all deductibles.

(vii) The City, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all required liability insurance policies.

(viii) Neither this Section 9.2, nor the provision of insurance or insurance proceeds pursuant to this Section 9.2, shall limit the liability of the Licensee pursuant to this Renewal License.

(ix) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. All certificates shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s).

SECTION 9.3 - PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the City, throughout the term of the Renewal License, a faithful performance bond running to the City and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Twenty-Five Thousand Dollars (\$25,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 12.1 and 12.2 below.

(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 12.1 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 pursuant to the terms and conditions of such bond. In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Twenty-Five Thousand Dollars (\$25,000) required herein. Neither

this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is 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 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 or electronic mail ("e-mail") of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L. c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber.

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include (i) the PEG Access Annual Support (Section 6.4), and the City Technology Fund (6.6), and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) PEG Access Capital Support (Section 6.5); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

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

(d) In the event that the payments required by this Section 9.4 are not tendered to the City on or before the dates fixed herein or pursuant to applicable law, interest due on such fee payment shall accrue from the date due at the Prime Rate.

SECTION 9.5 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit the 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 provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

SECTION 9.6 – 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 Issuing Authority may have for additional sums including interest payable under Article 6. All amounts

paid shall be subject to audit and recomputation by the Issuing Authority, and shall occur in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional Franchise Fee, License Fee or any payment is owed to the City, the Licensee shall pay said amount, plus interest, to the City or its designated Access Provider, within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

SECTION 9.7 – 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 the provisions of this Renewal License.

SECTION 9.8 - REPORTS

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

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

(c) Issuing Authority shall be entitled to timely receive copies all reports required of the Licensee by federal and/or state law or regulations upon written request, including copies of its City of

Gloucester Cable System performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

(d) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s)

SECTION 9.9 - 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; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

SECTION 9.10 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.11 - REVOCATION OF LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 9.13 below, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein

SECTION 9.12 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to M.G.L.c. 166A, and the rules and regulations

of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such general laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

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

(c) The Licensee and the City agree that if during the duration of this Agreement modification under this section shall be contemplated and/or required then this Agreement shall be reopened solely for the purposes of discussing the same with the outcome of said discussions resulting in a mutually agreed upon course of action.

SECTION 9.13 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify 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. 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 Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable

steps to cure said default and diligently continue such efforts until said default is cured. Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said default and reporting Licensee's progress until such default is cured.

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

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

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.12(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.12 (b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination with forty-five (45) days after the public hearing pursuant to Section 9.12(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 9.14 – LIQUIDATED DAMAGES

For the violation of any of the following provisions of this Renewal License, liquidated damages may be invoked by the Issuing Authority and shall be paid by the Licensee to the City, subject to Section 9.11 (*Notice and Opportunity to Cure*) above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 9.8 (*Notice and*

Opportunity to Cure) above, of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 9.12 (*Notice and Opportunity to Cure*) above.

- (1) For failure to request the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Article 3 (*Transfer and Assignment of Renewal License*) herein, One Hundred and Fifty Dollars (\$150.00) per day, for each day that such non-compliance continues.
- (2) For failure to comply with the FCC's Customer Service Obligations, and the Massachusetts Department of Telecommunications and Energy ("DTE"), Cable Division, Billing Practices Regulation 207 CMR §10.01 et seq., as each may from time to time be amended. Fifty Dollars (\$50.00) for each day that any such non-compliance continues.
- (3) For failure to operate and maintain the Cable Television System, in accordance with Section 4.1 (*Subscriber Network*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues.
- (4) For failure to comply with the PEG access commitments contained in Article 6 (*PEG Access Channels and Support*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues longer than 30 days.
- (5) For failure to maintain the bonds and insurance required by Article 10 (*Insurance and Bonds*) herein, One Hundred Dollars (\$100.00) per day, for each day of non-compliance.

SECTION 9.15 - NON-EXCLUSIVITY OF REMEDY

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

SECTION 9.16 - NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the City or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any

single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

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

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

SECTION 9.17 - TRANSFER OR ASSIGNMENT

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7. Under 207 CMR 4.00, an "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30)

days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.18 - REMOVAL OF SYSTEM

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

SECTION 9.19 – INSPECTION

Upon written notice to the Licensee, except in the case of an emergency, the Issuing Authority and/or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the City right-of-way during Normal Business Hours. The Licensee may be present, and shall fully cooperate with the Issuing Authority, during such inspection(s).

SECTION 9.20 – PERFORMANCE EVALUATION HEARINGS

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

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

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

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

SECTION 9.21 - NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

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

SECTION 10.2 - FORCE MAJEURE

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

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

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be sent by certified mail or other means providing for a receipt as proof of delivery to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

City of Gloucester
Attn: Mayor
Gloucester City Hall
9 Dale Court
Gloucester, MA 01930

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

Comcast Cable Communications, Inc.
Attn: Government Affairs
181 Ballardvale St.
Wilmington, MA 01887

with copies to:

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

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

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

SECTION 10.4 – RENEWAL LICENSE EXHIBITS

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

SECTION 10.5 - ENTIRE AGREEMENT

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

SECTION 10.6 - CAPTIONS

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

SECTION 10.7 - WARRANTIES

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

- (a) Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

SECTION 10.8 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a - d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the City and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

SECTION 10.9 –RIGHT OF INTERVENTION

The City hereby reserves to itself, and the Licensee acknowledges, the City's right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this Section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

SECTION 10.10 – TERM

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

SECTION 10.11 - APPLICABILITY OF RENEWAL LICENSE

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

SECTION 10.12 – NON-DISCRIMINATION

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 orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License

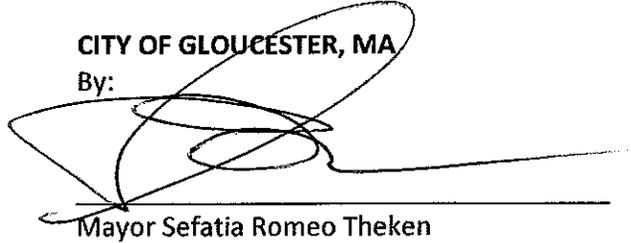
SECTION 10.13 – JURISDICTION/VENUE

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 24th DAY OF January 2018

CITY OF GLOUCESTER, MA

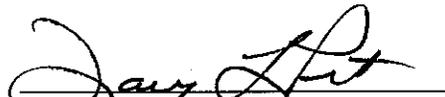
By:



Mayor Sefatia Romeo Theken

**COMCAST OF CONNECTICUT/GEORGIA/
MASSACHUSETTS/NEW HAMPSHIRE/
NEW YORK/NORTH CAROLINA/
VIRGINIA/VERMONT, LLC**

By:



Tracy L. Pitcher, Sr. Vice President
Greater Boston Region

EXHIBIT A

BUILDINGS ON THE CABLE SYSTEM

Public School Buildings:

Gloucester High School	32 Leslie O. Johnson Rd.
O'Maley School	32 Cherry St.
Beeman School	138 Cherry St.
West Parish	10 Concord St.
East Gloucester School	8 Davis St.
Veterans	Webster St
Plum Cove School	15 Hickory St.

Municipal Buildings:

Senior Center	6 Manuel F. Lewis St.
McPherson Park Community Room	31 Prospect St.
Sawyer Free Library	2 Dale Avenue
Gloucester City Hall	9 Dale Avenue
Gloucester Department of Public Works	28 Popular St.
Veterans Services	12 Emerson Avenue
Gloucester Police Department	197 Main St.
Central Gloucester Fire Department	8 School St.
West Gloucester Fire Department	33 Concord
Bayview Fire Department	831 Washington St.

EXHIBIT B

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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