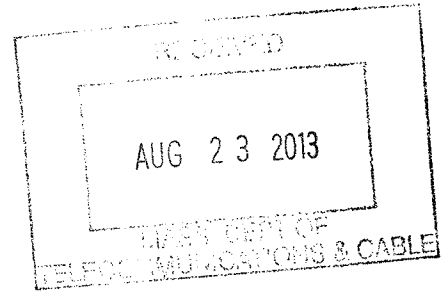


CABLE TELEVISION

RENEWAL LICENSE



GRANTED TO

COMCAST OF MASSACHUSETTS/NEW HAMPSHIRE, LLC.

JANUARY 24, 2013

JOSEPH A. CURTATONE, MAYOR

CITY OF SOMERVILLE

MASSACHUSETTS

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**EXHIBITS**

EXHIBIT 1 - Department of Public Works Regulations and Procedures

EXHIBIT 2 – N/A

EXHIBIT 3 – Programming

EXHIBIT 4 – N/A

EXHIBIT 5 - I-Net Buildings

EXHIBIT 6 - Technical Specifications

EXHIBIT 7 – VRL Buildings

EXHIBIT 8 - Free Drops/Service to Public Buildings

EXHIBIT 9 - Free Drops/Service to Public Schools

EXHIBIT 10 - 207 CMR 10.00

EXHIBIT 11 - FCC Customer Service Obligations

EXHIBIT 12 – Gross Annual Revenue Report Form

EXHIBIT 13 – N/A

EXHIBIT 14 – N/A

EXHIBIT 15 - Cable Division Form 500

**AGREEMENT**

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

**WITNESSETH**

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

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

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

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

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

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

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

**ARTICLE 1**

**DEFINITIONS**

Section 1.1 **DEFINITIONS**

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

*-City of Somerville Cable Television License-*

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(49) State: The Commonwealth of Massachusetts.

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

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

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

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

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

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

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

## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

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

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

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

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

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

**Section 2.2 TERM OF RENEWAL LICENSE**

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

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

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

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

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

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

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

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

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

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

#### Section 2.4 **POLICE AND REGULATORY POWERS**

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

#### Section 2.5 **REMOVAL OR ABANDONMENT**

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

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

**Section 2.6 TRANSFER OF THE RENEWAL LICENSE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 3**

#### **CABLE SYSTEM DESIGN**

##### **Section 3.1 SUBSCRIBER NETWORK**

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

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



