

CITY OF SOMERVILLE, MASSACHUSETTS  
JOSEPH A. CURTATONE  
MAYOR

## GRANT OF RENEWAL LICENSE

### 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, RCN-BeCoCom, Inc. (the "Operator") submitted an informal proposal to the City of Somerville, dated July, 2008, 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 RCN-BeCoCom, Inc. did engage in good faith negotiations to further clarify said Proposal and did agree on terms to construct, operate and maintain a Cable Television System in the City of Somerville; and

WHEREAS, the Issuing Authority conducted a duly noticed public hearing on May 19, 2010;

NOW THEREFORE, the Issuing Authority, after consideration, analysis and deliberation of said proposal, negotiations, and the testimony provided at said public hearing does find as follows:

1. The Operator has substantially complied with the material terms of the existing franchise and applicable law;
2. The quality of the Operator's service, including signal quality, response to consumer complaints, and billing practices (without regard to the mix or quality of cable services or other services provided over the system) has been reasonable in light of community needs;
3. The Operator has the financial, legal and technical ability to provide the services, facilities and equipment as set forth in the Operator's proposal;
4. The Operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and,



5. It would be in the best interests of the City of Somerville to grant a non-exclusive Renewal License to the Operator.

BASED THEREON, and in accordance with MGL c.166A §13 and 207 CMR 3.06(1), the Issuing Authority does hereby grant a renewal license, subject to the terms and conditions set forth in the document negotiated by the parties and entitled "Cable Television Renewal License Granted to RCN-BeCoCom, Inc.".

SUBMITTED this 4th day of June, 2010 by the Issuing Authority of the City of Somerville, MA.

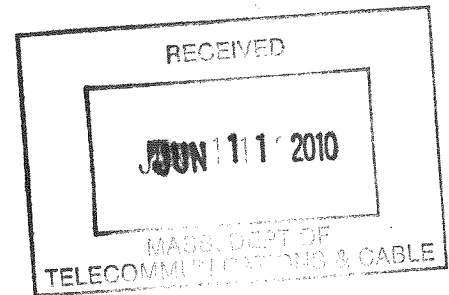
A handwritten signature in dark ink, appearing to read "Joseph A. Curtatone", written over a horizontal line.

Joseph A. Curtatone, Mayor

Witness: Nancy D. Ayward

Name (Print): NANCY D. AYWARD

CABLE TELEVISION  
RENEWAL LICENSE



GRANTED TO  
RCN-BECOCOM, Inc.

May 20, 2010

JOSEPH A. CURTATONE, MAYOR  
CITY OF SOMERVILLE  
MASSACHUSETTS

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## **AGREEMENT**

This Cable Television Renewal License entered into this 20 day of May, 2010, by and between RCN-BeCoCom, Inc., 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 May 19, 2010; and

WHEREAS, RCN-BeCoCom, Inc. submitted an informal proposal to the City of Somerville, dated July, 2008, 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 RCN-BeCoCom, Inc. 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 RCN-BeCoCom, Inc.; 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 RCN-BeCoCom, Inc.

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 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 facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

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

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

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

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

(6) Application: The renewal proposal submitted by RCN-BeCoCom, Inc. to the Issuing Authority of the City of Somerville in July, 2008.

(7) Basic Service: The lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental Access Channels and all broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law, or this Renewal License to the extent it is not inconsistent with federal law.

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

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

(10) Cable 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.

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

*-City of Somerville Cable Television License-*

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

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

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

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

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

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

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

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

(20) Digital Compression Technology: A technology within the cable television industry by which the Licensee may compress the existing channels, on a 5:1 basis (five NTSC channels can be transmitted on 6 MHz or more), or such other ratio as the Licensee in its discretion may choose to utilize.

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

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

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

(24) Effective Date of the Renewal License (the "Effective Date"): December 18, 2008.

(25) Execution Date of the Renewal License (the "Execution Date"): May 20, 2010.

*-City of Somerville Cable Television License-*

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

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

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

(29) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Service over the System; the provision of any Service Related Activity in connection with the operation of the System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter 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.

(30) 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.

(31) 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.

(32) Institutional Network ("I-Net"): The dedicated two (2) strand fiber-optic cable, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority, his departments and designees and the Licensee.

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

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

*-City of Somerville Cable Television License-*

(35) License Fee or Franchise Fee: The payments to be made by the Licensee to the City of Somerville, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(36) Licensee: RCN-BeCoCom, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(37) NTSC: The acronym for National Television Systems Committee.

(38) NCTA: The acronym for the National Cable Television Association.

(39) Origination Capability: An activated connection to an Upstream I-Net Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(40) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System.

(41) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis, in addition to the fee or charge for the Basic Service.

(42) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program basis, in addition to the charge or fee to Subscribers for the Basic Service, including Video on Demand

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

(44) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

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

(46) Prime Rate: The prime rate of interest as published by Century Bank, 400 Mystic Avenue, Medford, MA.

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

(48) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for the use of Somerville individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

(49) 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

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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.

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

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

(52) Service: Any Basic Service, any Pay Cable Service, or any other service (including Pay-per-View), whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the System.

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

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

(55) State: The Commonwealth of Massachusetts.

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

(57) Subscriber Network: The 860 MHz single trunk, bidirectional-capable network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

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

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

(60) 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.

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

(62) 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 December 18, 2008 and shall expire on December 17, 2018, unless sooner terminated as provided herein or surrendered.

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

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the 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

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and places of the City for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

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

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

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

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

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



#### **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.

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

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

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

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

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

(5) 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.

(6) 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.

(7) 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 continue to operate and maintain, at its sole cost and expense, a Hybrid Fiber Coax ("HFC") designed seven hundred fifty Megahertz (750 MHz) Subscriber Network, fully capable of carrying at least one hundred ten (110) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. The Subscriber Network shall conform, at a minimum, to the "Technical Description of Subscriber Network for the City of Somerville", attached hereto as Exhibit 2 and made a part hereof.

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(b) Pursuant to Exhibit 3, attached hereto and made a part hereof, the Licensee shall continue to program a minimum of one hundred (100) unduplicated Downstream Channels (excluding broadcast network affiliate duplications) on the Subscriber Network, including the public, educational and governmental Access Channels.

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

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

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

(f) Licensee's obligation to extend its Cable Television System to unconstructed streets of the City shall be limited to those streets 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 streets agree to pay all the additional costs in excess of said amount of One Thousand Dollars (\$1,000.00).

### Section 3.2 **INSTITUTIONAL NETWORK**

(a) Licensee shall continue to construct, install, activate, operate and maintain, at its sole cost and expense, a two (2) single mode fiber-optic Institutional Network ("I-Net") for the exclusive use of the City and/or its Designees. The I-Net shall comply in all respects with the "General Description of Somerville Institutional Network", including equipment specified therein, attached hereto as Exhibit 4 and made a part hereof. The two (2) single mode fiber-optic strands shall interconnect each of the buildings specified in Exhibit 5 to the Licensee's Hub location using a star network topology.

(b) The I-Net shall be capable of providing voice, video and data services between City buildings and other institutions specified in Exhibit 5. The Licensee shall provide professional consulting services to the City in order to facilitate video and data transmission capacity over the I-Net. Designated Users shall be able to transmit to other institutions using a modulator and/or other necessary equipment.

(c) Two (2) single mode fibers shall be terminated at each location requiring access to the I-Net. One (1) fiber shall be used for upstream transmission from the I-Net to the Licensee's Hub location in the City. The second fiber shall be used for downstream transmissions.

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(d) Unless noted otherwise in Exhibit 5, the Licensee shall continue to provide, free of charge, an I-Net Drop and Outlet(s) to each of the institutions listed in Exhibit 5 of this Renewal License. The Licensee shall supply the appropriate connector so as to allow the User(s) origination capability at the institutions specified in said Exhibit 5.

(e) The License shall provide a Drop and Outlet to each of the five (5) fire stations in the City:

- + Station 1: 266 Broadway
- + Station 2: 265 Highland Avenue
- + Station 3: 6 Newbury Street
- + Station 4: 651 Somerville Avenue
- + Station 5: 220 Washington Street

(f) The Licensee shall provide a Drop and Outlet to the following Tufts University buildings:

- + Administration Building; and
- + Tufts Library: Professor's Row

(g) The Licensee shall make available to the City a reasonable amount of professional consultation regarding the development of the I-Net, from its in-house personnel, on an annual basis.

(h) Construction, installation and activation of each designated Drop and Outlet shall be completed within sixty (60) days of designation by the City, for aerial Drops, and within one hundred twenty (120) days of designation by the City, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the buildings or institutions designated to receive a Drop or Outlet, prior to the installation of such a Drop or Outlet. The City shall designate such officials in writing to the Licensee.

(i) Beyond the total number of Outlets required herein to be provided at the Licensee's sole cost and expense in Sections 3.2(d) (e) & (f), the Issuing Authority may request additional I-Net Outlets for public buildings, institutions and/or non-profit agencies, which the Licensee shall install at cost to the City.

(j) The I-Net shall be interconnected with the Subscriber Network at the Headend, or such other location determined by the Licensee, where such Signals shall be reprocessed onto the Subscriber Network. Said Signal reprocessing shall be performed by the Licensee at no cost to the City and/or the Access Corporation.

(k) The Licensee shall maintain override equipment located at the I-Net Hub, in order that override modulators can be activated on the Government Access Channel without manual switching.

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

(m) The I-Net shall be operated in compliance with the System Specifications found in Exhibit 6, attached hereto. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software installed or owned by the City or other User, the Licensee shall resolve the technical problem. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly.

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

**Section 3.3 CABLE SYSTEM INTERCONNECTION**

(a) The Licensee shall seek to interconnect the I-Net with any and all other adjacent cable systems, within twelve (12) months of a request to do so by the Issuing Authority. Interconnection of systems or channels may be accomplished by direct cable connection, microwave link, satellite or any other appropriate method, as determined by the Licensee.

(b) The Licensee shall make available to the City three (3) Upstream Channels and three (3) Downstream Channels for each such interconnection use. Said channels shall be included in the Upstream and Downstream I-Net channels reserved for the City's own use pursuant to Section 3.2(a) herein. The City shall have the sole right to decide whether such channels are to be used for interconnection purposes or as I-Net channels within the City.

(c) Upon receiving a request from the Issuing Authority to interconnect a system or channels, the Licensee shall promptly initiate negotiations with the other affected cable system(s) in order that costs may be fairly shared for both construction and operation of the interconnection link. The Licensee may be granted reasonable extensions of time to interconnect upon a showing that such additional time is necessary to accomplish the interconnect and that the Licensee has proceeded in good faith to meet the twelve (12) month deadline required in paragraph (a) above.

(d) The Issuing Authority may rescind its order to interconnect upon request by the Licensee. The Issuing Authority shall grant said request if he finds that the Licensee has negotiated in good faith and has failed to obtain an approval from the system(s) involved, or the other municipality involved, or that the cost of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates in the City.

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

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

**Section 3.4 PARENTAL CONTROL CAPABILITY**

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

**Section 3.5 EMERGENCY ALERT OVERRIDE CAPACITY**

The Subscriber Network, described in Section 3.1 herein, shall have an activated Emergency Alert System ("EAS") that will override the audio and video Signal(s) carried on the Somerville Subscriber Network. The EAS will switch-off Cable Television Signals at the local Hub Site and automatically insert video and audio messages that will alert and instruct Subscribers to follow specific emergency related instructions. The EAS shall consist of a MHz sub-alert 70A Camb Generator Base Package, idea/onics AV-70+ expansion switch, a MHz EAS-4 AM/FM/NOAA receiver, or like equipment, and associated antennas and interface equipment. The EAS shall be controlled remotely by the Issuing Authority, and provided by the Licensee at its sole cost and expense.

**Section 3.6 SYSTEM TECHNICAL SPECIFICATIONS**

The system design of the Cable Television System, pursuant to Sections 3.1 and 3.2 herein, shall conform to the technical specifications contained in Exhibit 6, attached hereto and a part hereof. At all times throughout this Renewal License, the Licensee shall meet all applicable FCC technical standards.

**ARTICLE 4**

**CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS**

**Section 4.1 SERVICE AVAILABLE TO ALL RESIDENTS**

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

(b) Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's

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residence or except when the Licensee is engaged in marketing promotions. Any dwelling unit within four hundred feet (400') of the Cable System plant shall be entitled to a standard aerial installation rate. Any aerial installation greater than 400' shall be provided at the Licensee's actual cost, including the cost for system design changes to extend the cable plant to within 400' of the dwelling unit. Any underground installation shall be provided at the Licensee's actual cost.

**Section 4.2 LOCATION OF CABLE TELEVISION SYSTEM**

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

**Section 4.3 UNDERGROUND FACILITIES**

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

**Section 4.4 TREE TRIMMING**

In installing, operating and maintaining equipment as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public Ways and places, and private property in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or his Designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City's Tree Warden.

**Section 4.5 RESTORATION TO PRIOR CONDITION**

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

to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

#### **Section 4.6     TEMPORARY RELOCATION**

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

#### **Section 4.7     DISCONNECTION AND RELOCATION**

The Licensee shall, upon reasonable notice, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or his Designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity. If any costs herein are to be passed-through to Subscribers, the Licensee shall first notify the Issuing Authority of such costs in writing.

#### **Section 4.8     EQUIPMENT**

The Licensee shall purchase and install only new equipment in the construction of the Cable System. The Licensee shall keep a record of equipment invoices or material transfers to assure compliance with this Section 4.8. Such invoices shall be retained by the Licensee for one (1) year after System Completion and shall be subject to inspection and copying by the Issuing Authority or his Designee during the Licensee's regular business hours upon reasonable request.

#### **Section 4.9     SAFETY STANDARDS**

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

#### **Section 4.10    PEDESTALS**

In any cases in which pedestals housing passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the City in accordance with Section 4.13 herein.



**Section 4.11 PRIVATE PROPERTY**

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

**Section 4.12 RIGHT TO INSPECTION OF CONSTRUCTION**

(a) The Issuing Authority or his Designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License and to make such tests as he shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

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

**Section 4.13 CONSTRUCTION MAPS**

(a) Upon request, the Licensee shall file with the Issuing Authority or his Designee "as-built" maps of all existing and newly constructed Cable System plant. If changes are made in the Cable System, the Licensee shall file updated as-built maps annually, not later than fifteen (15) days after each anniversary of the Execution Date of this Renewal License.

(b) Within ninety (90) days of the Execution Date of this Renewal License, the Licensee shall supply the Executive Office of Communications with a full set of Computer-Aided-Design/Computer-Aided-Mapping ("CAD-CAM") maps of the Cable System, for the City's use, without charge(s) to the City. The Licensee shall update and maintain said mapping on an annual basis throughout the term of this Renewal License. Said CAD-CAM maps shall separately show, among other things, (1) all NSTAR plant in the City, and (2) the Licensee's Cable System plant in the City.

**Section 4.14 SERVICE INTERRUPTION**

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

**Section 4.15 COMMERCIAL ESTABLISHMENTS**

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

**Section 4.16 "DIG SAFE"**

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

**ARTICLE 5**

**SERVICES AND PROGRAMMING**

**Section 5.1 BASIC SERVICE**

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

**Section 5.2 PROGRAMMING**

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

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

**Section 5.3 TWO-WAY CAPABILITY**

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

**Section 5.4 LEASED CHANNELS FOR COMMERCIAL USE**

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

**Section 5.5 CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service

without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance. Appropriate credit shall be given to all Subscribers affected by a Cable Signal outage in excess of twenty-four (24) hours duration.

**Section 5.6 FREE DROPS & BASIC SERVICE TO PUBLIC BUILDINGS**

(a) The Licensee shall continue to provide and maintain one (1) free, activated Subscriber Cable Drop, Outlet(s) and the monthly Basic Service to all police and fire stations, public libraries and other public or non-profit buildings designated in writing by the Issuing Authority and included in Exhibit 8, attached hereto and made a part hereof. The Licensee shall coordinate the precise location of each Drop with each of the aforementioned institutions. There shall be no costs to the City or any designated institution for the installation and provision of Basic Service and related maintenance. The Licensee shall supply one (1) Converter for each Outlet, if necessary, at its sole cost and expense.

(b) The Issuing Authority may request a maximum of two (2) additional Drops and/or Outlets in the aggregate per year, for a total of twenty (20) such Drops and/or Outlets over the term of this Renewal License, to public buildings or non-profit institutions identified in Exhibit 8, and/or other locations to be specified by the Issuing Authority. The Licensee shall install such Drop(s) and/or Outlet(s) within sixty (60) days of any such request(s) from the Issuing Authority for aerial Drops and within one hundred twenty (120) days of any such requests from the Issuing Authority for underground Drops, at the Licensee's sole cost; provided, however, that in the event that the Licensee does not have to do any such aerial and/or underground work, the Licensee shall install any such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

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

**Section 5.7 FREE DROPS AND BASIC SERVICE TO PUBLIC SCHOOLS**

(a) The Licensee shall continue to provide and maintain one (1) or more free Subscriber Cable Drop(s) and the monthly Basic Service to all public schools listed in Exhibit 9, attached hereto and made a part hereof, and an Outlet in each classroom having a television set of each said public school, at its sole cost and expense. The School Department may request a maximum of five (5) additional Drops and/or Outlets in the aggregate per year to public school buildings identified in Exhibit 9. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

(b) The Licensee shall install such Drop(s) and/or Outlet(s) within sixty (60) days of any such request(s) from the Issuing Authority for aerial Drops and within one hundred twenty (120) days of any such requests from the Issuing Authority for underground Drops, at the

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

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

## **ARTICLE 6**

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

#### **Section 6.1 PEG ACCESS CHANNELS**

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

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

- |     |                      |            |
|-----|----------------------|------------|
| (1) | Public Access:       | Channel 3  |
| (2) | Educational Access:  | Channel 15 |
| (3) | Governmental Access: | Channel 13 |

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

(d) If, over the course of any six (6) month period during the term of this Renewal License, all three (3) of the PEG Access Channels are programmed with original, non-repeated, locally-produced Programming (excluding alpha-numeric "bulletin board" programming) for seventy five percent (75%) or more of the time during the hours between 10:00am and 11:00pm, the Issuing Authority may so notify the Licensee, in writing. Included in such notification shall be copies of program logs and other records verifying such usage for said period of time, and original logs and other records shall be made available to the Licensee upon request. After receipt of such notification and verification to the Licensee's reasonable satisfaction, the Licensee shall, at the Issuing Authority's request, make available to the Issuing Authority and/or the Access Corporation, as designated by the Issuing Authority, capacity on its Basic Service Tier available for one (1) additional PEG Access Downstream Channel. This

Section 5.1.1 does not constitute an obligation on the Licensee to add additional Channel capacity at any time during the term of this Renewal License.

**Section 6.2 PEG ACCESS EQUIPMENT GRANT**

(a) The Licensee shall provide a total of Five Hundred and Fifty Thousand Dollars (\$550,000.00) in PEG Access equipment grants to the City in accordance with the Schedule of Payments set forth at Exhibit 14.

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

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

**Section 6.3 ACCESS CORPORATION**

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

(1) Schedule, operate and maintain the Public Access Channel provided in accordance with Section 6.1 herein;

(2) Manage annual funding, pursuant to Section 7.1 infra;

(3) Operate and maintain a Public Access studio, and purchase and/or lease equipment, with the funds provided in Section 6.2(a) above, as allocated for such purposes by the Issuing Authority;

(4) Conduct training programs in the skills necessary to produce quality Public Access programming;

(5) Provide technical assistance, pre-production services, post-production services and production services to Public Access Users, using Access Corporation staff and volunteers;

(6) Establish rules, procedures and guidelines for use of the Public Access Channel;

(7) Provide publicity, fund-raising, outreach, referral and other support services to Public Access Users;

(8) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public Access Channel, facilities and equipment as appropriate and necessary; and

(9) Produce or assist Users in the production of original, non-commercial video programming of interest to Subscribers and focusing on City issues, events and activities.

**Section 6.4 EDUCATIONAL ACCESS**

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

**Section 6.5 RECOMPUTATION**

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Article 6. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged from the original due date at the rate of two percent (2%) above the annual Prime Rate during the period that such additional amount is owed.

**Section 6.6 PEG ACCESS PAYMENTS**

All payments for equipment required hereunder in Section 6.2 shall be made by the Licensee directly to the City.

**Section 6.7 EQUIPMENT OWNERSHIP**

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

**Section 6.8 ACCESS CHANNEL(S) MAINTENANCE**

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

(b) The Licensee shall provide, at its sole cost and expense, up to ten (10) person-hours each month for inspection and maintenance of the City's governmental and educational access equipment, as requested by the Executive Office of Communications, upon reasonable notice to the Licensee.

**Section 6.9 ACCESS CABLECASTING**

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

purpose. At the Hub Site, said Access programming shall be retransmitted in the downstream direction on one of the three (3) Downstream PEG Access Channels.

(b) The Licensee shall continue to provide Origination Capability to the City and the Access Corporation, as required in Section 3.2 supra and Exhibit 4 herein. The Licensee shall also continue to provide and maintain equipment at a location designated by the Issuing Authority in order to receive and process upstream programming from the I-Net and routing such programming through the Headend for distribution to the Subscriber Network and/or the I-Net.

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

#### **Section 6.10 THIRD PARTY RIGHTS**

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

#### **Section 6.11 ACCESS PROGRAMMING**

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

#### **Section 6.12 CENSORSHIP**

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

### **ARTICLE 7**

#### **LICENSE FEES**

##### **Section 7.1 LICENSE FEE**

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

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

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(c) The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by the Licensee's Chief Financial Officer documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year, as well as a completed Gross Annual Revenues Reporting Form, attached hereto as Exhibit 12.

(d) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include any license fee payable to the State; and furthermore provided, however, that said five percent (5%) shall not include the following: (i) the equipment grant herein for I-Net equipment (Section 3.2); (ii) the equipment supplied herein to the City for I-Net use (Section 3.2, Exhibit 4); (iii) the PEG Access equipment/facilities grants herein (Section 6.2); (iv) any interest due herein to the City and/or the Access Corporation because of late payments; and/or (v) any damages herein (Section 11.2).

**Section 7.2 OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

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

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

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

**Section 7.3 LATE PAYMENT**

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payments to the City pursuant to this Section 7.3



shall not be deemed to be part of the License Fees to be paid to the City pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

**Section 7.4 RECOMPUTATION**

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

**Section 7.5 AFFILIATES USE OF SYSTEM**

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

**Section 7.6 METHOD OF PAYMENT**

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

**ARTICLE 8**

**RATES AND CHARGES**

**Section 8.1 RATE REGULATION**

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

**Section 8.2 NOTIFICATION OF RATES AND CHARGES**

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all changes in services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of

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any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.

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

**Section 8.3 PUBLICATION**

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

**Section 8.4 NON-DISCRIMINATORY RATES**

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

**Section 8.5 CREDIT FOR SERVICE INTERRUPTION**

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

**ARTICLE 9**

**INSURANCE AND BONDS**

**Section 9.1 INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 9.2 PERFORMANCE BOND**

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

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

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the City that may have arisen from the grant of this Renewal License or from the exercise of any privilege herein granted. In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder, shall limit the liability of the Licensee under this Renewal License.

**Section 9.3 REPORTING**

Upon written request, the Licensee shall submit to the Issuing Authority, or his Designee, on an annual basis, copies of all current certificates regarding: (i) all insurance policies as required herein; and, (ii) the performance bond as required herein.

**Section 9.4 INDEMNIFICATION**

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

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

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

It is hereby understood and agreed that the policy (or bond or letter of credit) shall not be cancelled, materially changed or the amount

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of coverage thereof reduced until sixty (60) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

**ARTICLE 10**

**ADMINISTRATION AND REGULATION**

**Section 10.1 REGULATORY AUTHORITY**

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

**Section 10.2 PERFORMANCE EVALUATION HEARINGS**

(a) The Issuing Authority may hold a performance evaluation hearing within thirty (30) days of each anniversary of the Execution Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on System construction, the Institutional Network, customer service and complaint response, programming, and PEG access channels, facilities and support; (ii) review current technological developments in the cable television field, pursuant to Section 5.10 supra; and (iii) hear comments, suggestions and/or complaints from the public.

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

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

**Section 10.3 NONDISCRIMINATION**

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

**Section 10.4 EMERGENCY REMOVAL OF PLANT**

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

**Section 10.5 REMOVAL AND RELOCATION**

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

**Section 10.6 INSPECTION**

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

**Section 10.7 JURISDICTION**

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

## **ARTICLE 11**

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

#### **Section 11.1 DETERMINATION OF BREACH**

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

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

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

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

(i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(ii) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

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(v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;

(vi) invoke any other lawful remedy available to the City.

**Section 11.2 LIQUIDATED DAMAGES**

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

(1) For failure to operate, program and/or update and maintain the Cable Television System, in accordance with Sections 3.1, 3.5, and/or 5.3 herein, five hundred dollars (\$500.00) per day, for each day that such construction, upgrade, installation and/or activation has not occurred.

(2) For failure to construct, install, fully activate and/or maintain the Institutional Network in accordance with Sections 3.2 and 3.3 herein and Exhibits 4 and 5 attached hereto, five hundred dollars (\$500.00) per day, for each day that any such non-compliance continues.

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

(4) For failure to comply with the technical standards, pursuant to Section 3.6 herein and Exhibit 6 attached hereto, four hundred dollars (\$400.00) per day that any such non-compliance continues.

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

(6) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or Outlets in accordance with Sections 3.2, 5.8 and 5.9 herein and/or Exhibits 5, 8 and 9 herein, one hundred dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to meet the FCC's Customer Service Obligations in accordance with Section 12.6 infra and Exhibit 11, one hundred dollars (\$100.00) per day that any such non-compliance continues.

(8) For failure to make service and/or repair visits as required in Section 12.5(e) infra, seventy-five dollars (\$75.00) for each occurrence in which such standards are not met.



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

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

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

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

(E) In the event that there is litigation between the Licensee and the Issuing Authority regarding the application of the Section 11.2, where the Issuing Authority prevails, the Licensee shall pay the reasonable attorney's fees incurred by the Issuing Authority, including the value of any services provided by the City Solicitor's Office.

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

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

### **Section 11.4 TERMINATION**

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

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

In the event that the Licensee intends to take legal action against the Issuing Authority and/or the City for any reason, the Licensee shall first (i) give the City Solicitor at least forty-five (45) days notice that an action will be filed, (ii) meet with the City Solicitor before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the City Solicitor and/or other City official(s).

**Section 11.6 NON-EXCLUSIVITY OF REMEDY**

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

**Section 11.7 NO WAIVER-CUMULATIVE REMEDIES**

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

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

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

**ARTICLE 12**

**SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

**Section 12.1 TELEPHONE ACCESS**

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

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

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

*-City of Somerville Cable Television License-*

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

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

**Section 12.2 SERVICES FOR THE HANDICAPPED**

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

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

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

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

(c) The Licensee shall make installation and service calls to its Subscribers from 8:00 AM to 8:00 PM Monday through Friday and from 8:00 AM to 5:00 PM on Saturday. The Licensee shall not change said service call hours without first notifying the Issuing Authority of said changes thirty (30) days in advance.

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

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

*-City of Somerville Cable Television License-*

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

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

**Section 12.4 CUSTOMER SERVICE STANDARDS**

Unless required otherwise herein, the Licensee shall comply with the Customer Service Standards, as amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit 13.

**Section 12.5 BUSINESS PRACTICE STANDARDS**

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

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

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

**Section 12.6 CUSTOMER IDENTIFICATION**

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

**Section 12.7 COMPLAINT RESOLUTION PROCEDURES**

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

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

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

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

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

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

**Section 12.8 REMOTE CONTROL DEVICES**

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

**Section 12.9 LOSS OF SERVICE-SIGNAL QUALITY**

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

**Section 12.10 EMPLOYEE IDENTIFICATION CARDS**

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

**Section 12.11 PROTECTION OF SUBSCRIBER PRIVACY**

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

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

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

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

#### **Section 12.12 PRIVACY WRITTEN NOTICE**

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

#### **Section 12.13 MONITORING**

Neither the Licensee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct systemwide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel useage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

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

#### **Section 12.14 DISTRIBUTION OF SUBSCRIBER INFORMATION**

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

#### **Section 12.15 POLLING BY CABLE**

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

**Section 12.16 INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

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

**Section 12.17 SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

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

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

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

**Section 12.18 PRIVACY STANDARDS REVIEW**

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

**ARTICLE 13**

**REPORTS, AUDITS AND PERFORMANCE TESTS**

**Section 13.1 GENERAL**

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



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

#### **Section 13.2 FINANCIAL REPORTS**

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with Commission Forms 200 and 300 showing a balance sheet sworn to by the Licensee's Chief Financial Officer, or his or her equivalent. Said forms shall contain such financial information specific to the Somerville Cable System.

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

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

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

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

#### **Section 13.3 CABLE SYSTEM INFORMATION**

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

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

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

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

The Licensee shall submit a completed copy of Cable Division Form 500 (See Exhibit 15) to the Issuing Authority, or his designee, as required by the Cable Division. The Licensee shall record all written and verbal complaints of its Subscribers on said Form 500.

### **Section 13.6 SERVICE INTERRUPTION REPORT**

The Licensee shall submit a completed copy of Cable Division Form 500 (See Exhibit 15) to the Issuing Authority, or his designee, as required by the Cable Division.

### **Section 13.7 INDIVIDUAL COMPLAINT REPORTS**

Subject to Section 12.7 supra, the Licensee shall, within ten (10) business days after receiving a written request from the City, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

### **Section 13.8 ANNUAL PERFORMANCE TESTS**

Unless required otherwise by applicable State or federal law and/or regulation, the Licensee shall conduct, on an annual basis, performance tests to ensure compliance with the technical specifications in Exhibit 6, including, without limitation:

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

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

The above tests shall be submitted to the Issuing Authority, or his designee, on an annual basis within ten (10) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable Signals; an assessment of the picture quality available from the access equipment; the weather conditions under which such tests were taken; measurements of Cable System performance as required in Exhibit 6; and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement as to what corrective action is to be taken.

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

### **Section 13.9 QUALITY OF SERVICE**

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

*-City of Somerville Cable Television License-*

Said report shall include the following information:

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

The Issuing Authority may require that said tests be supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority; provided, however, that the Licensee shall receive fourteen (14) days notice and a reasonable opportunity to cure. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of service is below the standards set forth in Exhibit 6, attached hereto.

**Section 13.10 DUAL FILINGS**

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

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

**Section 13.11 ADDITIONAL INFORMATION**

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

**Section 13.12 INVESTIGATION**

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

## **ARTICLE 14**

### **EMPLOYMENT**

#### **Section 14.1 EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

## **ARTICLE 15**

### **MISCELLANEOUS PROVISIONS**

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

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

#### **Section 15.2 CAPTIONS**

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

#### **Section 15.3 SEPARABILITY**

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

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

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

**Section 15.5 RENEWAL LICENSE EXHIBITS**

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

**Section 15.6 WARRANTIES**

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

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

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

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

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

**Section 15.7 FORCE MAJEURE**

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

**Section 15.8 REMOVAL OF ANTENNAS**

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

## **Section 15.9 SUBSCRIBER TELEVISION SETS**

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

## **Section 15.10 STATEMENT OF THE LICENSEE**

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

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

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

## **Section 15.11 APPLICABILITY OF RENEWAL LICENSE**

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

## **Section 15.12 NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor and the Director of the Executive Office of Communications, Somerville City Hall, 93 Highland Avenue, Somerville, Massachusetts 02143, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice-President and General Manager, RCN-BeCoCom, Inc., 419 Boylston Street, Boston, MA 02116, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

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

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

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

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

**Section 15.14 COST OF PUBLICATION**

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

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

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

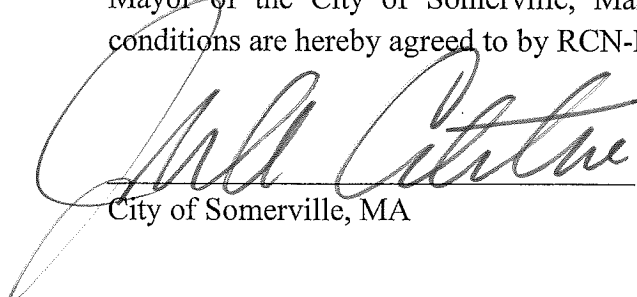
**Section 15.16 TERM**

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

*-City of Somerville Cable Television License-*

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Mayor of the City of Somerville, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by RCN-BeCoCom, Inc.

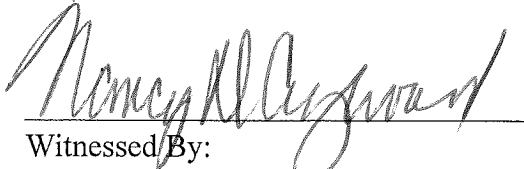
  
City of Somerville, MA

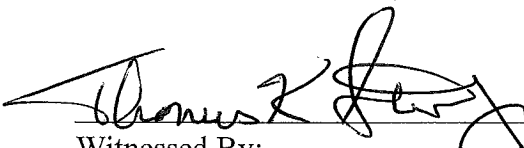
Joseph A. Curtatone  
Mayor

\_\_\_\_\_  
RCN-BeCoCom, Inc.

By: 

Title: SVP - GM

  
Witnessed By:

  
Witnessed By:

Thomas K. Sted, Jr.

Dated: May 20, 2010



**EXHIBITS**

**EXHIBIT 1**

**DEPARTMENT OF PUBLIC WORKS REGULATIONS AND PROCEDURES**

**(See Attached)**

EXHIBIT 1

CITY OF SOMERVILLE, MASSACHUSETTS  
EXECUTIVE DEPARTMENT  
OFFICE OF COMMUNICATIONS

**MICHAEL E. CAPUANO**  
MAYOR

ALISON M. MILLS  
DIRECTOR

**Procedures for Securing Permission to Install New Aerial Crossings  
or Underground Duct**

Pursuant to the terms and conditions set forth in this License, before the Licensee extends its cables across any major street where no aerial cables cross those streets by City Ordinance, as of the effective date of this License, the Licensee must first obtain approval in accordance with Exhibit #1. Before aerial cables or underground ducts can be installed, the company proposing said work must submit a petition, with plans and specifications, to the Somerville City Clerk.

The City Clerk submits a copy of the petition to the Electrical Superintendent of Lights and Lines, who shows the petition to the City Engineer, and the Highway Commissioner. If the work involves undergrounding, the Water Commissioner is shown the petition as well. If approval is given by these officials, the petition is sent to the Commissioner of the Department of Public Works. The Commissioner sends a letter of approval to the City Clerk.

The City Clerk schedules a Public Hearing and invites abutters to attend the Hearing. At the Public Hearing before the Board of Aldermen, a company representative describes the scope and necessity of the work, and abettors and other individuals affected by the proposed work are given an opportune to present their opinions.

If approval is given by the Board of Aldermen, the City Clerk sends the item to the Mayor. If the Mayor signs the item, the City Clerk sends a copy of the order and the bill for certification to the petitioner, who begin work. However, if the work involves undergrounding, the petitioner must no bring approval to the Highway Commissioner, who must issue a Permit to Dig to the Petitioner before work can begin.

**EXHIBIT 2**

**SUBSCRIBER NETWORK DESCRIPTION**

**(See Attached)**

### **Technical Description of Subscriber Network for City of Somerville**

The system RCN-BeCoCom, Inc. ("RCN") is constructing for the City of Somerville (the "City") is a Hybrid Fiber Coax ("HFC") design similar to the latest designs used in most major upgrades and rebuilds in the country today. The RCN system is, however, being designed and built to accommodate a full 110 channels of analog signals at 750 MHz. (Most systems being constructed today are designed and constructed to pass analog channels to 550 MHz with the balance of capacity dedicated to digitally compressed video channels.)

RCN has made a business decision to handle the full complement of channels in an analog medium in the event the digital delivery platforms do not perform to RCN's satisfaction. RCN's design will have sufficient performance built in to implement digital technology at the appropriate time while still being capable of delivering 110 channels of programming upon activation.

RCN will install a "Hub" in the City which will be connected with Pirelli single mode fiber optic cable to RCN's newly-constructed 110 channel primary head-end site located in South Boston. RCN will use a dual laser concept that will provide automatic backup of the optical system. Upon sensing a loss of signal, this switching system will automatically switch to an alternate laser and fiber cable to permit uninterrupted signals to the City. The RCN Hub will consist of optical receivers and Distributed Feedback ("DFB") lasers manufactured by Harmonic Lightwaves. Each DFB laser will, on average, serve no more than two (2) to four (4) optical nodes. The field mounted optical nodes will be manufactured by General Instruments and will service no more than 500 homes each, thereby minimizing the number of that could be affected by a single point of failure.

All of the optical components will be monitored through a network management system that will be monitored at the local system level as well as through RCN's centralized Network Operations Center to ensure constant surveillance of the. This same network will monitor all pole-mounted power supplies in the same manner. The power supplies being used by RCN are the latest Lectro Products ZTT (Zero Transfer Time) units. These power supplies are battery back-up units to minimize interruptions associated to power failures or brown-outs.

Each fiber node in the City will have no more than two (2) active radio frequency ("RF") amplifiers in cascade off of any leg of the node. This will provide additional reliability by limiting the number of subscribers served from any active component. The RF electronics are manufactured by General Instruments and are also designed to handle 110 analog channels of delivery. The coaxial system will be constructed in its entirety using Commscope .625 jacketed cable, LRC connectors and Canusa shrink boot for weather protection. RCN will use 1 GHz Milenium subscriber taps with features such as the "cam port" for better signal delivery and a power passing feature that, in the event a face plate is removed, signal will not be interrupted to customers beyond this point. The power passing feature will also provide for the future ability to power in home devices such as a coaxial-based telephone system.

RCN will utilize Siamese subscriber drop cable that consists of an RG-6 quad shield coaxial cable mated with a multi-pair copper cable to permit both telephone and video services to

*-City of Somerville Cable Television License-*

be fed from a single wire service line. Additionally, RCN will install an apartment style box on the side of the home that will terminate both the coaxial and telephone connections in a neat and orderly manner.

RCN reserves the right to change, modify or adjust technical design or use any vendors to meet current and future needs.

**EXHIBIT 3**

**PROGRAMMING**

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

**(See attached)**

*-City of Somerville Cable Television License-*

*Channel Selections Subject to Change*



## INTERNATIONAL CHANNELS

465	Ebru (Turkish)
469	ART (Arabic)
476	ITV Gold (South Asian)
477	TV Asia (South Asian)
478	Zee TV (South Asian)
480	STAR India PLUS (South Asian)
481	STAR GOLD (South Asian)
482	STAR ONE (South Asian)
488	CCTV-4 (Chinese)
489	CTI-Zhong Tian (Chinese)
490	New Tang Dynasty (Chinese)
497	MBC (Korean)
498	tvk24 (Korean)
504	TV JAPAN
507	RAITALIA (Italian)
508	Sky TG24 (Italian)
515	TV5MONDE (French)
521	ANTENNA Satellite (Greek)
522	MEGA Cosmos (Greek)
523	ALTER Globe (Greek)
524	STAR International (Greek)
528	CIR (Russian)
529	RTN (Russian)
530	RTVI (Russian)
531	RTVI Plus (Russian)
535	TFC (Filipino)
536	GMA Pinoy TV (Filipino)
537	GMA Life TV (Filipino)
538	MYX (Pan Asian)
540	RTPI (Portuguese)
541	TV Globo (Portuguese)
549	Setanta Sports (European)

## INTERNATIONAL SOCCER PACK

545	Fox Soccer Channel
546	Fox sports en Espanol
547	Gol TV International
548	GolTV
549	Setanta Sports

## MIVISION LITE

550	De Pelicula
551	Cine Mexicano
552	Cine Latino
553	MTV Tr3s
554	HTV
555	Telehit
556	Ritmoson Latino
557	Latele Novela
558	Utilisima
559	mun2
560	Discovery en Español
561	Infinito
562	TVE Internacional
563	CNN en Español
564	Culturales
565	History en Español
566	Univision (WUNI)
567	Telemundo (WNEU)
568	TeleFutura (WUTF)
569	Galavisión
571	Fox Sports en Español
573	AYM Sports
575	EWTN Español
577	V-me
580	WAPA America
581	Telemicro Internacional
582	Caracol TV
583	Ecuavisa Internacional
584	ONCETV México
585	Canal SUR
590	Discovery Familia
591	¡Sorpresal
592	La Familia Cosmovision
593	Disney XD (SAP)
594	Boomerang (SAP)

■ 586-589 MUSIC CHOICE

## MIVISION PLUS

Includes all MIVisión Lite channels, plus:

570	ESPN Deportes
572	Gol TV (Spanish)

## EL PAQUETÓN

Includes all MIVisión Lite channels and over 100 English channels, including HD, for one low price.

Denotes **HD channel** (HD converter required)

\* Channel coming soon.  
Some channels require a subscription. Prices vary per package.

# RCN CHANNEL LINE UP BOSTON

Come Home to  
**RCN**★  
Digital TV, Internet, Phone

Come Home to  
**RCN**★

1	Video ON DEMAND
2	WGBH 02
3	Local Access
4	WBZ CBS 4
5	WCVB ABC 5
6	WFXT Fox 25
7	WHDH NBC 7
8	RCN TV
9	WENH PBS 11
10	WLVI CW 56
11	WSBK (UPN 38)
12	WPBX ION 68
13	Local Access
14	WGBX PBS 44
15	Local Access
16	WNEU Telemundo 60
17	WUNI Univision
18	WZMY MyTV 50
19	WWDP ShopNBC
20	WYDN 48
21	WMFP Jewelry TV
22	WUTF TeleFutura 66
23	QVC
25	HSN
27	WGN
28	NBC Plus
45	V-me
53	Ebru
83	Local Access
85	Boston Catholic TV
93	WGBH Kids
94	WGBH World
95	WGBH Create
98	Local Access
99	Local Access
101	BET
105	A&E
106	Bravo
107	TBS
108	TNT
109	USA
110	Spike TV
111	FX
112	Syfy
115	EI
116	truTV
117	Comedy Central
120	Animal Planet
140	Reelz
141	Fox Movie Channel
142	AMC
143	Turner Classic Movies
160	MTV
165	VH1

189	Gems TV
190	QVC
191	HSN
192	Jewelry TV
193	ShopNBC
201	Lifetime Movie Network
202	Lifetime
205	WE
211	SOAPnet
220	American Life
221	TV Land
222	ABC Family
224	Food Network
225	HGTV
230	Galavisión
240	Cartoon Network
241	Nickelodeon
250	Disney Channel
251	Disney Channel (West)
257	Qubo
260	EWTN
261	TBN
262	Inspirational
263	The Word
267	EWTN Español
301	C-SPAN
302	C-SPAN2
303	C-SPAN3
305	CNN
306	Headline News
310	CNBC
311	MSNBC
315	Fox News Channel
318	NECN
320	The Weather Channel
322	ABC News Now
330	NASA TV
331	Pentagon Channel
333	Travel Channel
335	Discovery Channel
340	History
345	TLC
362	Fox Soccer Channel
363	ESPN
364	ESPN2
365	ESPNEWS
367	NESN
370	Comcast SportsNet
901	Passtime Games
902	Passtime Puzzles
999	Remote Programming Wizard

<b>INCLUDED HD</b>	HD converter required
600	Sports HD+
602	WGBH (PBS) HD
604	WBZ CBS HD
605	WCVB ABC HD
606	WSBK 38 HD
607	WHDH NBC HD
609	WFXT FOX HD
611	WLVI CW HD
612	NESN HD
615	ION HD
620	A&E HD
621	Bravo HD
622	TBS HD
623	TNT HD
624	USA HD
626	FX HD
627	WGN HD
630	Syfy HD
631	Animal Planet HD
633	Cartoon Network HD
637	E! HD
638	WE HD
639	Lifetime HD
640	Lifetime Movie Network HD
641	ABC Family HD
642	Food Network HD
643	HGTV HD
647	Disney Channel HD
648	Disney XD HD
650	CNN HD
651	CNBC HD
653	Fox News HD
655	The Weather Channel HD
660	Travel Channel HD
661	Discovery HD
662	History HD
663	TLC HD
667	AMC HD
670	National Geographic Ch. HD
680	ESPN-U HD
681	ESPN HD
682	ESPN2 HD
683	ESPNEWS HD
685	Comcast SportsNet HD

**DIGITAL MUSIC**  
853-897

**CATEGORY KEY**

Local Marketplace  
Lifestyle & Entertainment  
Women

Children & Family  
Educational Entertainment  
Religious

News & Information  
Sports  
Music

Movies  
Premium  
MTVision

International  
Digital Music  
Pay-Per-View

Denotes HD channel (HD converter required).  
\* Channel coming soon.

## MOVIES & ENTERTAINMENT

113	Chiller
125	TVOne
126	BBC America
128	GSN
129	Fox Reality
130	LOGO
150	Encore
151	Encore Action
152	Encore Drama
153	Encore Love
154	Encore Mystery
155	Encore Warm
156	Encore Westerns
158	IFC
159	Sundance Channel
161	MTV2
162	MTV Hits
163	MTV Jams
164	MTV Tr3s
166	VH1 Classic
167	VH1 Soul
170	CMT
171	CMT Pure Country
178	Fuse

### INCLUDED HD HD converter required

635	Fuse HD
666	IFC HD
668	Encore HD

## CHILDREN & FAMILY

204	Lifetime Real Women
210	Oxygen
212	Hallmark Channel
215	Planet Green
216	DIY Network
217	FINE LIVING
218	Style
231	mun2
245	TeenNick
246	Nick Too
247	Nicktoons
248	Nick Jr.
249	Boomerang
252	Disney XD
255	Discovery Kids
256	PBS Sprout

### INCLUDED HD HD converter required

645	Planet Green HD
646	Style HD

## NEWS & INFORMATION

307	CNN International
316	Fox Business Network
325	BLOOMBERG TELEVISION
326	Current TV
336	Discovery Health
337	Investigation Discovery
341	History International
346	BIO
348	Military Channel
350	National Geographic Channel
351	Science Channel

### INCLUDED HD HD converter required

654	Fox Business Network HD
664	BIO HD
665	Crime & Investigation HD
671	Science Channel HD

## SPORTS

366	ESPN Classic
368	ESPN-U
375	Speed
380	CBS College Sports
381	The Golf Channel
382	VERSUS
383	FUEL TV
384	G4
385	GoTV
386	HRTV
387	TVG
388	NHL
389	NFL Network
390	Tennis Channel
391	MLB Network
392	NBA TV
546	Fox Sports en Español

### INCLUDED HD HD converter required

629	G4 HD
689	Speed HD
690	NFL Network HD
691	Versus HD
692	Tennis Channel HD
693	NHL Network HD
694	Golf HD
695	MLB Network HD
697	NBA HD

## HBO

400 HBO  
401 HBO Family  
402 HBO 2  
403 HBO Signature  
404 HBO Zone  
405 HBO Comedy  
406 HBO Latino  
700 HBO HD  
701 HBO Family HD  
702 HBO 2 HD  
703 HBO Signature HD  
704 HBO Zone HD  
705 HBO Comedy HD  
706 HBO Latino HD

## STARZ

147 Encore MoviePlex  
148 Encore RetroPlex  
149 Encore IndiePlex  
430 Starz  
431 Starz Kids & Family  
432 Starz Edge  
433 Starz Cinema  
434 Starz In Black  
435 Starz Comedy  
730 Starz HD  
731 Starz Kids HD  
732 Starz Edge HD  
733 Starz Comedy HD

## CINEMAX

410 Cinemax  
411 MoreMAX  
412 ThrillerMAX  
413 ActionMAX  
414 WMAX  
415 @MAX  
416 5Star MAX  
417 OMAX  
710 Cinemax HD  
711 MoreMAX HD  
712 Thrillermax HD  
713 ActionMAX HD  
714 WMAX HD  
715 @MAX HD  
716 5StarMax HD  
717 Outermx HD

## HD EXPANDED

628 Maverick HD  
636 Wealth HD  
696 Outdoor Channel HD  
750 Discovery HD Theater  
751 Smithsonian HD  
760 HDNet  
761 HDNet Movies  
762 MGM HD  
763 Universal HD  
765 Hallmark Movie Channel HD

## PAY-PER-VIEW

360 NFL Red Zone  
684 NFL Red Zone HD  
910 HD PPV Events & Movies  
911-913 PPV Events & Movies  
915 Penthouse TV (Adult)  
916 TEN (Adult)  
917 Sexsee (Adult)  
918 Vavoom (Adult)  
919 TENReal (Adult)  
921 Hot Choice (Adult)  
941-954 MLB Extra Innings/  
NHL Center Ice  
955 MLB Extra Innings/  
NHL Center Ice HD  
980-989 NBA League Pass

## SHOWTIME

419 Showtime Family & Kids  
420 Showtime  
421 Showtime Too  
422 Showtime Showcase  
423 Showtime Extreme  
424 Showtime Beyond  
428 Showtime Next  
429 Showtime Women  
720 Showtime HD  
721 Showtime Too HD  
722 Showtime Too West HD  
723 Showtime Showcase HD  
724 Showtime Showcase West HD  
725 Showtime Extreme HD

## THE MOVIE CHANNEL

425 The Movie Channel  
426 TMC xtra  
427 Flix  
726 The Movie Channel HD  
727 TMC Xtra HD  
728 TMC Xtra West HD

**EXHIBIT 4**

**INSTITUTIONAL NETWORK DESCRIPTION**

**(See Attached)**

### **General Description of Somerville Institutional Network**

RCN-BeCoCom, Inc. ("RCN") proposes to provide the fiber optic cable strands that will be needed to establish an institutional network ("I-NET") for the City of Somerville (the "City"). Two (2) single mode fiber optic strands will interconnect each of the buildings specified by the City to the RCN hub location using a star network topology. These fibers will be used exclusively for the I-NET and may not be used by the City to provide capacity to others.

The proposed fiber optic strands can be configured to provide a variety of voice, video and data services depending on the type and configuration of the end equipment. The following paragraphs depict one configuration that could be used to provide video and data transmission capacity over the fiber optic cable.

This conceptual design proposes extensive use of fiber strands to provide both video and data services to specified building locations. Two (2) single mode fibers will be terminated at each location requiring access to the I-NET. One fiber will be used for upstream transmission from the I-NET location to RCN's hub location in the City. The second fiber will be used for downstream transmission. This second fiber will be optically split, and therefore shared, with an average of five (5) other locations on the I-NET.

The two (2) fibers may be terminated in equipment that is specifically designed to carry video and data information. An analog modulated laser at the RCN hub site would be configured to support 550 MHz of downstream bandwidth. This provides the capability of delivering approximately 80 channels of video programming to the I-NET locations where the fiber terminates. The downstream signal could be optically split such that the signal from the lasers will feed an average of five (5) separate building locations on the I-NET. No intermediate amplification or active devices of any sort are required between the RCN hub site and the I-NET building location. This 100 percent fiber optic delivery system provides extremely high reliability and an enhanced quality of signal.

At the I-NET building location, the downstream fiber may terminate in a wall mounted optical receiver unit. This unit converts the optical signal into an analog modulated radio frequency ("RF") signal that can be distributed throughout the building using standard coaxial distribution cable.

At an I-NET location where video signal generation is required, signals from local studio equipment will be fed into a signal combiner which in turn is fed into an analog modulated laser. This laser has an approximate bandwidth of 330 MHz and can support up to ten (10) video channels. The return laser is connected to a fiber that provides a dedicated path between the I-NET location and the RCN hub site. This fiber is not shared with any other building on the network and therefore has the capacity of providing a large amount of bandwidth between the I-NET location and the RCN hub location.

The data portion of the I-NET can be provided by equipping DS-1 RF modem units which would be configured in a point-to-point arrangement between each I-NET building and the RCN hub location. This configuration would provide a dedicated DS-1 transmission circuit between each designated building on the I-NET and the RCN hub location. The DS-1 circuits

*-City of Somerville Cable Television License-*

could be used to provide a variety of data services between the two (2) points on the I-NET. The DS-1 facilities can also be multiplexed onto a SONET system for transport from the RCN hub to the designated data center.

In conclusion, the foregoing I-NET description depicts only one possible equipment configuration that could be designed in conjunction with the proposed fiber optic network. RCN welcomes the opportunity to assist the City in developing alternative equipment configurations for an I-NET which would support other types of services and capacities.

**EXHIBIT 5**

**INSTITUTIONAL NETWORK BUILDINGS**

**(See Attached)**

**The provisions of Section 3.2(d) notwithstanding, with respect to the ten (10) locations yet to be delivered in accordance with this Exhibit 5, as set forth below, Licensee's obligation to install said locations "free of charge" to the City shall be limited to an amount not to exceed fifty thousand dollars (US \$50,000.00). Licensee shall make its best effort to deliver all such locations within said amount. However, if, during the course of construction, Licensee reasonably projects the cumulative cost of said installations to exceed said amount, Licensee shall: (i) inform the City immediately; and, (ii) present the City with documentation detailing said projected over-runs, including the specific location(s) affected and amounts attributable thereto. Thereafter, the City shall have five (5) business days to determine whether or to what extent it wishes to proceed, and shall so inform Licensee in writing.**



*-City of Somerville Cable Television License-*

<b>I-Net Buildings</b>	<b>Address</b>	<b>Delivery Date</b>
Somerville City Hall		
City Hall Annex		
Department of Public Works		
Central Library	79 Highland Ave.	by 01/31/11
West Branch Library		
East Branch Library	115 Broadway	by 01/31/11
Cross Street Center	165 Broadway	by 01/31/11
Ralph and Jenny Center	9 New Washington St.	by 01/31/11
Public Safety Building	220 Washington St.	by 01/31/11
Tufts Administration Building		
Brown School		
Capuano Early Education Center	150 Glen St.	by 08/15/10
Cummings School		
East Somerville Community School		
Edgerly School		
Healey School		
Kennedy School		
Argenziano School at Lincoln Park		
Powderhouse Community School		
West Somerville Neighborhood School		
Winter Hill Community School		
Somerville High School		
Fire Department Headquarters		
Engine Three	266 Broadway	by 01/31/11
Engine Four		
Engine Six		
Engine Seven		
Somerville Housing Authority	30 Memorial Rd.	by 08/15/10
City of Somerville School Dept. HQ	42 Cross St.	by 06/15/10
Somerville Community Access Television		
Traffic and Parking		
Somerville Charter School	15 Webster Ave.	by 08/15/10
St. Ann's School		
St. Anthony's School		
St. Catherine's School		
St. Clement's School		

**EXHIBIT 6**

**TECHNICAL SPECIFICATIONS**

**(See Attached)**

Rules

Part 76 of Chapter I of Title 47 of the Code of Federal Regulations is amended to read as follows:

1. Section 76.5 is amended by adding paragraph (jj) to read as follows § 76.5 Definitions.

\* \* \* \* \*

(jj) Rural Area. A community unit with a density of less than thirty households per route mile of coaxial and/or fiber optic cable trunk and feeder line.

\* \* \* \* \*

2. Section 76.305 is amended by revising paragraphs (a) and (c) to read as follows:

§ 76.305 Records to be maintained locally by cable system operators for public inspection.

(a) Records to be maintained. The operator of every cable television system having 1,000 or more subscribers shall maintain for public inspection a file containing a copy of all records which are required to be kept by § 76.205(d) (origination cablecasts by candidates for public office); § 76.221(f) (sponsorship identifications); § 76.79 (EEO records available for public inspection); § 76.601(c) (proof-of-performance test data); and § 76.601(e) (signal leakage logs and repair records).

\* \* \* \* \*

(c) The records specified in paragraph (a) of this section shall be retained for the period specified in §§ 76.205(d), 76.221(f), 76.79, 76.601(c), and 76.601(e), respectively.

\* \* \* \* \*

3. Section 76.601 is amended by revising paragraphs (a) and (b), adding paragraphs (c), (d) and (e), and by deleting the concluding note. It is to read as follows:

§ 76.601 Performance tests.

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

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

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

(1) For cable television systems with 1,000 or more subscribers but with 12,500 subscribers or less, proof-of-performance tests conducted pursuant to this section shall include measurements taken at six (6) widely separated points within each mechanically continuous set of cables within the cable television system. Within the cable system, one additional test point shall be added for every additional 12,500 subscribers or fraction thereof (e.g., 7 test points if 12,501 to 25,000 subscribers; 8 test points if 25,001 to 37,500 subscribers, etc.). Such proof-of-performance test points shall be balanced to represent all geographic areas served by the cable system. Within each mechanically continuous set of cables, at least one-third of the test points shall be representative of subscriber terminals most distant from the system input in terms of cable length. The measurements may be taken at convenient monitoring points in the cable network: Provided, that data shall be included to relate the measured performance of the system as would be viewed from a nearby subscriber terminal. An identification of the instruments, including the makes, model numbers, and the most recent date of calibration, a description of the procedures utilized, and a statement of qualifications of the person performing the tests shall be set forth.

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

(3) The operator of each cable television system shall conduct semi-annual proof-of-performance tests of that system, to determine the extent to which system complies with the technical standards set forth in §76.605(a)(4) as follows. The visual signal level on each channel shall be measured and recorded, along with the date and time of the measurement, once every six (at intervals of not less than five hours or no more than seven hours after previous measurement), to include the warmest and the coldest times, during 24-hour period in January or February and in July or August.

(4) The operator of each cable television system shall conduct triennial proof-of-performance tests of that system to determine the extent to which system complies with the technical standards set forth in §76.605(a) (11) (12), and (13).

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

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

\* \* \* \* \*

4. Section 76.605 is amended by revising paragraphs (a) and (b), by revising Note (1), by renaming Note (2) as Note (3) and by adding a new Note (2). It is to read as follows.

§76.605 Technical Standards.

(a) As of [6 months and 90 days following publication in the Federal Register], unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

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

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

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

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(4) The visual signal level on each channel shall not vary more than 8 decibels within any six-month interval which must include four tests performed in six-hour increments during a 24-hour period in July or August and a 24-hour period in January or February, and shall maintained within:

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

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

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

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level, and shall be maintained at levels not to cause interference to the upper adjacent channel. This requirement must be met both at the subscriber terminal and at the output of he modulating and processing equipment (generally the headend).

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

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

(i) From [90 days following publication in the Federal Register to 1 year thereafter], shall not be less than 36 decibels.

(ii) From [1 year and 90 days following publication in the Federal Register to 2 years thereafter], shall not be less than 40 decibels.

(iii) As of [3 years and 90 days following publication in the Federal Register], shall not be less than 43 decibels.

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

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

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

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

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

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

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

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

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

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

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent the visual signal level.

As of [3 years and 90 days following publication in the Federal Register], the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

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

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

(13) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed  $\pm 10$  degrees.

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

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Frequencies	Signal Leakage Limit (microvolts/meter)	Distance in meters (m)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

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

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

Note 2: For systems serving rural areas as defined in §76.5, the system's local franchising authority may adopt standards less stringent than those in §§76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10), 76.605(a)(11), 76.605(a)(12), and 76.605(a)(13). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

\* \* \* \* \*

5. Section 76.606 is to be added to read as follows:

§76.606 Closed Captioning.

(a) The requirements for closed captioning are as follows:

(i) As of [90 days following publication in the Federal Register], the operator of each cable television system shall not take any action to remove alter closed captioning data contained on line 21 of the vertical blanking interval; and

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

\* \* \* \* \*



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6. Section 76.607 is to be added to read as follows:

§76.607 Resolution of Complaints.

Cable system operators shall establish a process for resolving complaints from subscribers about the quality of the television signal delivered. These records shall be maintained for at least a one-year period and be available inspection by the Commission and franchising authority, upon request. Subscribers shall be advised, at least once each calendar year, of the procedures for resolution of complaints by the cable system operator, including the address of the responsible officer of the local franchising authority.

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

7. Section 76.609 is to be amended to revise paragraph (d)(2), the last sentence in paragraph (e), paragraph (g), the first sentence in paragraph (h), and paragraph (h)(2), to replace paragraph (i), and to add paragraph (j). It is to read as follows:

§76.609 Measurements.

\* \* \* \* \*

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

(e) \* \* \* \* \* Alternatively, measurements made in accordance with the NCTA Recommended Practices for Measurements on Cable Television Systems, 2nd edition, November 1989, on noise measurement may be employed.

\* \* \* \* \*

(g) The terminal isolation between any two terminals in the cable television system may be measured by applying a signal of known amplitude to one terminal and measuring the amplitude of that signal at the other terminal. The frequency of the signal should be close to the midfrequency of the channel being tested. Measurements of terminal isolation are not required when either (1) the manufacturer's specifications for subscriber tap isolation based on a representative sample of no less than 500 subscribers taps or (2) laboratory tests performed by or for the operator of a cable television system on a representative sample of no less than 50 subscriber taps, indicates that the terminal isolation standard of §76.605(a)(9) is met. To demonstrate compliance with §76.605(a)(9), the operator of a cable television system shall attach either such manufacturer's specifications or laboratory measurements as an exhibit to each proof-of-performance record.

(h) Measurements to determine the field strength of the signal leakage emanated by the cable television system shall be made in accordance with standard engineering procedures. \* \* \*

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\* \* \* \* \*

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

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

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

\* \* \* \* \*

CABLE SYSTEM SPECIFICATIONS, continued:

Stereo Pass-Through:

The Cable System shall be capable of cablecasting all Signals transmitted in stereo (BTSC format).

Class I-III Signals:

The technical specifications attached hereto shall apply to all Class I-Class III Signals transmitted in connection with the Cable System.

**EXHIBIT 7**

**DELETED**

**EXHIBIT 8**

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

The following public buildings and non-profit organizations shall receive the following Drops and/or Outlets and the monthly Basic Service at no charge:

**(See Attached)**

**Free Drops to Public Buildings**

Somerville City Hall  
City Hall Annex  
Department of Public Works  
Central Library  
West Branch Library  
East Branch library  
Somerville Youth Program  
Cross Street Elderly Center  
Ralph and Jenny Center  
Public Safety Building  
Tufts Administration Building  
Recreation Commission  
Fire Department Headquarters  
Engine Three  
Engine Four  
Engine Six  
Engine Seven  
Somerville Housing Authority  
Somerville Community Access Television  
Boys and Girls Club  
City of Somerville School Department HQ  
Traffic and Parking  
Brady Tower  
Bryant Manor  
Capen Court  
Ciampa Manor  
Clarendon Hill  
Hagan Manor  
Highland Garden  
James J. Corbett  
Mystic River  
Mystic View  
Weston Manor  
Properzi Way  
Police Substation East  
Police Substation West  
Tufts University Olin Center at the TAB Bldg.  
Tufts University Mayer Center

**EXHIBIT 9**

**FREE DROPS, OUTLETS AND SERVICE TO PUBLIC SCHOOLS**

**(See Attached Somerville Public School List)**

**Free Drops to Public Schools**

Brown School  
Capuano Early Education Center  
Cummings School  
East Somerville Community School  
Edgerly School  
Full Circle High School  
Healey School  
Kennedy School  
Argenziano School at Lincoln Park  
Next Wave Junior High School  
West Somerville Neighborhood School  
Winter Hill Community School  
Somerville High School



**EXHIBIT 10**

**207 CMR 10.00**

**(See Attached)**

## BILLING AND TERMINATION OF SERVICE

### Section

- 10.01 Billing Practices Notice
- 10.02 Services Rates and Charges Notice
- 10.03 Form of Bill
- 10.04 Advance Billing and Issuance of Bills
- 10.05 Billing Due Dates, Delinquency, Late Charges and Termination of Service
- 10.06 Charges for Disconnection or Downgrading of Service
- 10.07 Billing Disputes
- 10.08 Security Deposits

#### 10.01 Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

#### 10.02 Services Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

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- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15<sup>th</sup> of each year with the Commission, the issuing authority and the company's local office where is shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03 Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
  - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill and or subscribers rights under 207 CMR 10.07 in the event of a billing dispute;
  - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service,
  - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
  - (d) separate itemization of each rate or charge levied or credit applied, including but not be limited to basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
  - (e) the amount of the bill for the current billing period, separate from any prior balance due,
  - (f) the date on which payment is due from the subscriber.

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(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:

- (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
- (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
- (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

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

10.04 Advance Billing and Issuance of Bill

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

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

- (1) Subscriber payment is due on the date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers
  - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

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- (b) A charge of not more than 5% of the balance due may be imposed as a one-time late charge.
  - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06 Charges for Disconnection or Downgrading of Service

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

10.07 Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.

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(3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4)

(4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

(5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute the Commission may receive either written or oral statements from the parties and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08 Security Deposits

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

(3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

REGULATORY AUTHORITY

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

**EXHIBIT 11**

**FCC CUSTOMER SERVICE OBLIGATIONS**

**(See Attached)**

EXHIBIT 11

§76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section:

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements:

(3) Any state or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any state or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) *Cable system office hours and telephone availability* —

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) *Installations, outages and service calls.* Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:



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(i) Standard installations will be performed within seven (7) business days after an order has been placed. Standard Installations are those that are located up to 125 feet from its existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) *Communications between cable operators and cable subscribers —*

(i) Notifications to subscribers —

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services.

(3) Installation and service maintenance policies

(4) Instructions on how to use the cable service:

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing —

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

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

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) *Credits* — Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) *Definitions* —

(i) *Normal business hours* —

The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) *Normal operating conditions* —

The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) *Service interruption* — The term "service interruption" means the loss of picture or sound on one or more cable channels.

**EXHIBIT 12**

**GROSS ANNUAL REVENUES REPORT FORM**

**(See Attached)**

**GROSS ANNUAL REVENUES REPORTING FORM**

Company: *RCN BECOCOM, LLC*

Municipality: *Somerville*

Revenue Period:      Calendar Year: \_\_\_\_\_ Quarter: \_\_\_\_\_

**I. Composition of Total Revenues Subject to License Fee:**

A. Subscriber Revenues

Total Billing Category	Less Revenue Received	Revenue Revenue Excluded from Fee	Subject to License Fee
Basic Service			
Expanded Service Tier(s)			
Pay Programming			
Additional Outlets			
Converter			
Installations			
Collection Charges			
Late Charges			
Commercial (monthly)			
Other (specify)			
Pay-Per-View			
Cable Modem Revenues			
Advertising Revenues			
Home Shopping Revenues			
Other Revenues			
Revenue      Adjustment			
(specify)			

**Computation of License Fee Payable**

Revenue Subject to Assessment (this period) \_\_\_\_\_

Multiplied by License Fee of 5% \_\_\_\_\_

Total License Fee Due \_\_\_\_\_

Less: Prior Year (overpayments) underpayment \_\_\_\_\_

**EXHIBIT 13**

**CUSTOMER SERVICE STANDARDS**

**(See Attached)**

## EXHIBIT 13

### **Customer Service Procedures And Consumer Protection Policies**

#### **Introduction**

RCN-BeCoCom, Inc. ("RCN") Customer Care is provided by a team of customer service professionals located at 105 West First Street in Boston. They are supported by our centralized call center in Dallas, Pennsylvania.

Installation and service calls are processed and dispatched 24 hours a day, 7 days a week. Two (2) telephone numbers are available for customers to access the RCN service centers. The toll free number is 1-800-891-7770 and the local number is 617-266-5000. In addition, a walk-in site is planned for Somerville. Customers are welcome to pay bills, pick up company-related materials and pick up or return equipment during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

#### **Installation and Service Visits**

RCN installations are performed by professionally trained technicians in all aspects of telecommunications services and customer care policies. RCN technicians are available for installations and service calls six (6) days a week, Monday through Friday, 8:00 a.m. to 8:00 p.m. and Saturdays from 8:00 a.m. to 5:00 p.m. Installations are scheduled at the subscriber's convenience. RCN takes full responsibility for all work performed in our subscriber's home. We will repair or replace articles inadvertently damaged as a result of the installation or service call process. In addition, RCN technicians take pride in their work and will clean up all debris caused during installation or as a result of a service call.

#### **Business Practices**

Repair services are available 24 hours a day, 7 days a week. Each Customer Service Professional is empowered to make decisions regarding the dispatching of technical support, providing credits or contacting senior management for escalation and resolution. Excluding those situations beyond our control, RCN is committed to solving service issues with the initial customer call.

#### **Complaint Resolution**

Customers may choose to call or write the local office or corporate headquarters. In addition, all customer complaints will be followed-up with a quality control call.

#### **Loss of Service**

All service calls will be responded to within a 24 hour period. RCN will give credit for a system outage in excess of 24 consecutive hours. The credit will be equal to a daily rate times the number of days out of service. Credits for basic services will only be given if all basic

channels are out of service for the specified period. Premium channels will be credited individually for the number of days out of service. Customers may request credit by telephone or by written to us within 30 days of the outage. Outages are defined as the total loss of audio and video portions of any level of service for which there is a separate charge. Credits will be issued no later than the customer's next billing cycle following a determination that a credit is warranted.

### **Subscriber Privacy**

Unless otherwise notified, all personally identifiable information is used solely for normal business purposes relating to offering and rendering telecommunications services. Subscriber information is accessed as often as necessary which may include on a day-to-day basis. Subscriber information, however, is only available to cable system employees, cable system sales agents, businesses that provide services to the cable system, such as our accountants, billing and collection services, program and program guide providers, where applicable, program services (which periodically audit subscription information), and representatives of the local regulatory authority.

### **Return Check Policy**

RCN may, in its sole discretion, impose a \$20.00 return check charge and further reserves its right to prosecute, in accordance with applicable State and federal laws any subscriber who engages in this or any fraudulent activity.

### **Refund Policy**

Refunds are processed on a monthly basis.

*-City of Somerville Cable Television License-*

**EXHIBIT 14**

**PEG GRANT SCHEDULE OF PAYMENTS**

**(See Attached)**



*-City of Somerville Cable Television License-*

Payments are due in full, at the amount stated, no later than the date noted.

Payment		Date		Amount
Initial Payment		Execution Date + 60 days		US \$75,000.00
Second Payment		November 15, 2010		US \$75,000.00
Third Payment		July 15, 2011		US \$75,000.00
Fourth Payment		July 15, 2012		US \$75,000.00
Fifth Payment		July 15, 2013		US \$25,000.00
Sixth Payment		July 15, 2014		US \$25,000.00
Seventh Payment		July 15, 2015		US \$25,000.00
Eight Payment		July 15, 2016		US \$25,000.00
Ninth Payment		July 15, 2017		US \$75,000.00
Tenth Payment		July 15, 2018		US \$75,000.00

*-City of Somerville Cable Television License-*

**EXHIBIT 15**

**CABLE DIVISION FORM 500**

**(See Attached)**

# Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

E-Mail:

Average Resolution Time:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

Manner of Resolution:

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

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					