

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

RCN TELECOM SERVICES OF MASSACHUSETTS, LLC

JOSEPH A. CURTATONE

MAYOR

**CITY OF SOMERVILLE,
MASSACHUSETTS**

EXHIBITS

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AGREEMENT

This Cable Television Renewal License entered into this ____ day of December, 2018, by and between RCN Telecom Services of Massachusetts, LLC, and the Mayor of the City of Somerville, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

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

WHEREAS, the Issuing Authority conducted a public hearing on May 30, 2018; and

WHEREAS, RCN Telecom Services of Massachusetts, LLC. ("RCN") submitted a Massachusetts Form 100 to the City of Somerville, dated April 9, 2018, for renewal of a license to continue to operate and maintain a Cable Television System in the City of Somerville; and

WHEREAS, the Issuing Authority and RCN 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; 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.

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.

(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) 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

(20) 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.

(21) Effective Date of the Renewal License (the "Effective Date"): December 18, 2018.

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

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

(24) 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.

(25) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person 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 or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, 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 revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(26) 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.

(27) High Definition ("HD") PEG Access Channel: A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p.

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

(29) 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.

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

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

(32) 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.

(33) Licensee: RCN Telecom Services of Massachusetts, LLC or any successor or transferee in accordance with the terms and conditions in this Renewal License.

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

(35) 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.

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

- (37) 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.
- (38) 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
- (39) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (40) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- (41) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (42) Prime Rate: The prime rate of interest as published by Century Bank, 400 Mystic Avenue, Medford, MA.
- (43) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (44) 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.
- (45) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.
- (46) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter or other decoding device.
- (47) 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.

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

(49) Standard Definition (SD) PEG Access Channel: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

(50) State: The Commonwealth of Massachusetts.

(51) 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.

(52) 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.

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

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

(55) 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

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 GRANT OF RENEWAL LICENSE

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

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

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

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

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on December 18, 2018 and shall expire on December 17, 2028, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF FINAL 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 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 Effective 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 Effective 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 Effective 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 Effective 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

(a) Subject to applicable law, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing, 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.

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

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

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

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

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

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

Section 2.7 AFFECT OF UNAUTHORIZED TRANSFER ACTION

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

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

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

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

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

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate 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.

(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) The 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) The 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 continue to 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.

(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 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.

(f) Within ninety (90) days of the Effective Date of this Renewal License, or such other date mutually agreed-upon in writing by the Issuing Authority and the Licensee, the Licensee shall splice, test, and install an additional eight (8) single mode fibers connecting RCN's Somerville Hub to the DPW Building at 1 Franey Road. The City shall provide existing conduit for the Licensee to use and occupy for such additional fibers, if necessary, without cost to the Licensee. In the event that the Licensee cannot utilize and/or occupy such City conduit(s) for any reason, then the Issuing Authority and the Licensee shall meet to discuss, in good faith, any necessary changes, including cost factors, because of any such inability. The Licensee shall be entitled to charge its costs to the City for such additional fibers.

(g) Within ninety (90) days of the Effective Date of this Renewal License, or such other date mutually agreed-upon in writing by the Issuing Authority and the Licensee, the Licensee shall activate two (2) I-Net fiber strands to the following current and future City buildings (upon the renovation and/or expansion of same), each of which shall be connected to the DPW Building at 1 Franey Road. The Licensee shall not charge the City for such new connections.

- (1) New Police Station;
- (2) Fire Department Headquarters;
- (3) New High School;
- (4) Edgerly School (School Administration); and
- (5) City Hall.

(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 up to an additional five (5) new I-Net Drops and Outlets for public buildings, institutions and/or non-profit agencies, which the Licensee shall install at its 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.

(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 applicable FCC System Specifications. 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 the written request by the Licensee. The Issuing Authority shall grant said request if he makes a finding 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.

(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 shall 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 all applicable FCC technical standards.

ARTICLE 4

CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

Section 4.1 SERVICE AVAILABLE TO ALL RESIDENTS

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

(b) Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when the Licensee is engaged in marketing promotions. Any dwelling unit within 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 infra.

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 **CABLE SYSTEM 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 Effective Date of this Renewal License.

(b) Within ninety (90) days of the Effective 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 maintain a two-way capable Cable System, subject to Section 3.1.

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 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 6**, 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 6**, 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 7**, 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 7**. 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 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.

Section 5.8—PUBLIC SERVICE ANNOUNCEMENTS

The Licensee shall periodically cablecast an agreed-upon number and schedule of public service announcements (PSAs) on a number of commercial channels on the Cable System.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6. Section 6.1—PEG ACCESS CHANNELS

Upon the Effective Date of this Renewal License, the Licensee shall continue to make available a total of three (3) six Megahertz (6 MHz) Standard Definition 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.

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

Public Access: Channel 3
Educational Access: Channel 15
Governmental Access: Channel 13

(b) 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.

(c) 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 Standard Definition 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.

(d) Within ninety (90) days of the Effective Date of this Renewal License, the Licensee shall also activate and provide three (3) High Definition PEG Access Channels, beyond and in addition to, the Standard Definition PEG Access channels referenced in paragraph (a) above, for transmission of high definition Signals produced by the PEG Access Provider. The Licensee shall be able to receive at the Headend from the PEG Access Provider high definition signals and shall ensure that those high definition signals are retransmitted in the downstream direction to high definition Subscribers on bandwidth so designated to carry high definition programming created by the PEG Access Provider.

(i) Prior to the activation of the high-definition PEG Access Channels referenced above, the Licensee shall also provide equipment for the interconnection of said channel to the Headend. Said equipment shall be provided, owned, installed, maintained and repaired by the Licensee at its sole cost and expense, but located at the PEG Access studio. Said equipment shall have a value of Twenty-Five Thousand Dollars (\$25,000.00). There shall be no charge(s) to the Issuing Authority, the City, the PEG Access Provider and/or Subscribers for said equipment.

Section 6.2 **PEG ACCESS EQUIPMENT FUNDING**

(a) The Licensee shall provide the following funding to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority in writing, for equipment/facilities purposes:

One percent (1%) of the Licensee's Gross Annual Revenues as defined in Section 1.1(25) supra, payable on a quarterly basis. Said payments shall be made directly to the Issuing Authority on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

(i) The first 1% equipment/facilities payment under this Renewal License shall be made on or before February 15, 2019 for the previous period from December 18, 2018 through December 31, 2018.

(ii) Subsequent 1% payments under this Renewal License shall be made on the dates in paragraph (a)(2) above.

(iii) The Licensee shall file with each of said 1% quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 8**. If the Licensee's quarterly payments to the Issuing Authority were less than 1% of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment

subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(25) supra.

(iv) In no case shall said 1% payment(s) include the License Fee funding required by Section 7.1 infra.

(b) In no case shall the equipment/facilities funding payments herein be counted against (i) any License Fee payment, required by Section 7.1 infra; and/or (ii) any other fees or payments required by applicable laws.

(c) In the event that the equipment/facilities payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payment shall accrue from the date due and be paid to the Issuing Authority and/or the Access Corporation at the annual rate of two percent (2%) above the Prime Rate. Any such late payments to the Issuing Authority pursuant to this Section 6.5(c) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to Section 6.5 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 6.3 **ACCESS CORPORATION**

The Public Access Corporation shall 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 in Section 6.2 above shall be made by the Licensee directly to the City.

Section 6.7 **EQUIPMENT OWNERSHIP**

The City and/or the Access Corporation 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 **PEG 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 continue to 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 PEG 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 SD PEG Access Channels and three (3) HD 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) In the event that the Access Corporation studio moves from its current location (as of the Effective Date of this Renewal License), upon the written request of the Issuing Authority, the Licensee shall construct, install, activate and maintain a fiber connection to such new Access Corporation studio. Installation of such new fiber connection shall be made within ninety (90) days of the Licensee receiving the written notice from the Issuing Authority referenced above, unless the Issuing Authority and the Licensee agree in writing to a different timetable for said connection. The Licensee shall not charge the City and/or the Access Corporation for such new connection.

(d) 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(s). 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 PAYMENTS

(a) The Licensee shall make License Fee payments to the Issuing Authority equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(25) supra, less applicable fees, payable on a quarterly basis. Said payments shall be made directly to the Issuing Authority on the following quarterly basis: (i) on or before May 15th of each year of this Final License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Final License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Final License for the previous three (3) month period of October, November and December.

(i) The first 5% payment under this Renewal License shall be made on or before February 15, 2019 for the previous period from the Effective Date through December 31, 2018.

(ii) Subsequent five percent (5%) payments under this Renewal License shall be made on the dates in paragraph (a) above.

(b) The Licensee shall file with each of said five percent (5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 9**. If the Licensee's quarterly payments to the Issuing Authority were less than five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(25) supra.

(c) In no case shall said five percent (5%) payment(s) include the PEG Access equipment/facilities funding required by Section 6.2 supra. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(d) In the event that the License Fee payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments to the Issuing Authority pursuant to this Section 7.1(d) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.1 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Final License pursuant to Section 622(g)(2)(D) of the Cable Act.

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)(l) 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 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.

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.

Section 8.6 SENIOR CITIZEN DISCOUNT

The Licensee shall provide senior citizens in Somerville a minimum discount of five dollars (\$5.00) off of the Licensee's Basic Service charge. To qualify for said discount, senior citizens must be (1) sixty-five (65) years of age or older and head of the household and (2) receiving one of the following: (i) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, or (iv) Veteran's Service benefits, or (v) participation in the Senior Pharmacy Program. Said discount shall apply to the full level of Basic Service; provided, however, that this discount may not apply to other discount package prices.

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 many one occurrence.

(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 Effective 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.

(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 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 Effective 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; 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

(a) 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:

(i) 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

(ii) 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.

(b) 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;

(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, 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, 6 and 7** 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, 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.

(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.

(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.

(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 for 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 makes 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.

(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 its Customer Service Standards, as amended from time to time.

Section 12.5 BUSINESS PRACTICE STANDARDS

(a) The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., 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 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

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

(a) 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.

(b) 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.

(c) 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)(l) 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 system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

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, attached hereto as **Exhibit 11** 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 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 applicable technical specifications, 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; required measurements of Cable System performance; 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 is 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.

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 advance 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 applicable FCC and/or other standards.

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, supersedes 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 Effective 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 Effective 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 Effective 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 Effective 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 Effective 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 (1) the Mayor and (2) 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 Telecom Services of Massachusetts, LLC, 105 West First Street, South Boston, MA 02127, 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 Effective of the Renewal License and shall continue for the term of this Renewal License, except as expressly provided for otherwise herein.

EXHIBITS

EXHIBIT 1

DEPARTMENT OF PUBLIC WORKS REGULATIONS AND PROCEDURES

(See Attached)

EXHIBIT 1

**CITY OF SOMERVILLE, MASSACHUSETTS EXECUTIVE DEPARTMENT
OFFICE OF COMMUNICATIONS**

**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 abutters and other individuals affected by the proposed work are given an opportunity 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 to begin work. However, if the work involves undergrounding, the petitioner must first 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 constructed 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.

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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 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

The Licensee shall provide the following broad categories of Programming:

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

EXHIBIT 4

INSTITUTIONAL NETWORK DESCRIPTION

The Licensee shall continue to provide the fiber optic cable strands that constitute the current Institutional Network ("I-Net"), in accordance with Section 3.2 herein, for the use of the City. Two (2) single mode fiber optic strands shall continue to interconnect each of the I-Net Buildings, listed in **Exhibit 5** herein, to the RCN hub location using a star network topology. The Licensee shall also provide two (2) additional fiber optic strands pursuant to Section 3.2(f) herein. Said fiber strands shall be used exclusively by the City for I-Net purposes including, but not limited to, video, data and voice use. The I-Net may not be used by the City to provide capacity to others without RCN's prior consent, which consent shall not be unreasonably withheld.

Said I-Net 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 as follows:

Two (2) single mode fibers shall be terminated at each I-Net Building. One (1) fiber shall be used for upstream transmission from any I-Net Building to the Licensee's hub location. The second fiber shall be used for downstream transmission. This second fiber may be optically split, and therefore shared, with an average of five (5) other locations on the I-Net.

The two (2) fibers can be terminated in equipment that is specifically designed to carry video and data information. A laser at the hub site would be configured to support downstream bandwidth. At an I-Net Building, the downstream fiber may terminate in a wall mounted optical receiver unit, which converts the optical into a signal that can be distributed throughout the building using standard coaxial distribution cable.

The two (2) fibers shall be a part of the Licensee's network bundle of fibers and included in the network sheath, which improves the reliability of the I-Net.

EXHIBIT 5

I-NET BUILDINGS

Somerville City Hall	93 Highland Avenue
City Hall Annex	50 Evergreen Avenue
Department of Public Works	1 Franey Road
Central Library	79 Highland Avenue
West Branch Library	40 College Avenue (to be reconnected after renovation)
Cross Street Center	165 Broadway
Ralph and Jenny Center	9 New Washington Street
Public Safety Building	220 Washington Street
Tufts Administration Building	167 Holland Street
Brown School	201 Willow Avenue
Capuano Early Education Center	150 Glen Street
Cummings School	42 Prescott Street
East Somerville Community School	50 Cross Street
Edgerly School	8 Bonair Street
Healey School	5 Meacham Street
Kennedy School	5 Cherry Street
Argenziano School at Lincoln Park	290 Washington Street
Powderhouse Community School	1060 Broadway
West Somerville Neighborhood School	177 Powder House Blv
Winter Hill Community School	115 Sycamore Street
Somerville High School	81 Highland Avenue

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Fire Department Headquarters	266 Broadway
Engine Three	255 Somerville Ave
Engine Four	651 Somerville Ave
Engine Six	248 Holland Street
Engine Seven	265 Highland Avenue
Somerville Housing Authority	30 Memorial Road
City of Somerville School Department HQ	42 Cross Street
Somerville Community Access Television	90 Union Square
Traffic and Parking	133 Holland Street
Somerville Charter School	15 Webster Street
St Anthony School	480 Somerville Ave
St Catherine School	192 Summer Street
St Clements School	579 Boston Avenue (Medford, MA)

FUTURE NEW/REBUILT I-NET BUILDINGS:

- (1) New Police Station;
- (2) Fire Department Headquarters;
- (3) New High School;
- (4) Edgerly School (School Administration); and
- (5) City Hall.

EXHIBIT 6

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 List of Public Buildings)

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 7

FREE DROPS, OUTLETS AND SERVICE TO PUBLIC SCHOOLS

(See Attached Somerville Public School List)

Free Drops to Public Schools

Brown School
Capuano Early Education
Cummings School
East Somerville Community School
Edgerly School
Full Circle High
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 8

**QUARTERLY EQUIPMENT/FACILITIES FUNDING
GROSS ANNUAL REVENUES REPORTING FORM
RCN TELECOM SERVICES OF MASSACHUSETTS, LLC**

CITY OF SOMERVILLE

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
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Equipment Funding Fee (1%)	\$ [enter % of total]
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Fee-on-Fee (1%)	\$ [enter % of %]
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Equipment Funding Fee Due	\$ [enter total due]
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1 – Pay Service includes all Pay Channels and Pay-Per-View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized RCN Representative:

Name:

Date:

EXHIBIT 9

QUARTERLY LICENSE FEE PAYMENTS FUNDING
GROSS ANNUAL REVENUES REPORTING FORM
RCN TELECOM SERVICES OF MASSACHUSETTS, LLC

CITY OF SOMERVILLE

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
---------------------	------------------

License Fee (5%)	\$ [enter % of total]
------------------	-----------------------

Fee-on-Fee (5%)	\$ [enter % of %]
-----------------	-------------------

License Fee Due	\$ [enter total due]
-----------------	----------------------

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

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized RCN Representative:

Name:

Date:

EXHIBIT 10

CABLE DIVISION FORM 500

(See Attached)

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

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.

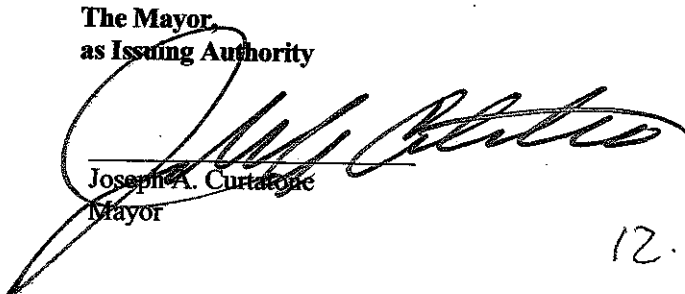
	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call	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

Somerville Cable Television Renewal License

SIGNATURE PAGE

In Witness Whereof, this Cable Television Renewal License is hereby issued by the Mayor of the City of Somerville, Massachusetts, as Issuing Authority, this _____th day of December, 2018, and all terms and conditions are hereby agreed to by RCN Telecom Services of Massachusetts, LLC.

**The Mayor,
as Issuing Authority**

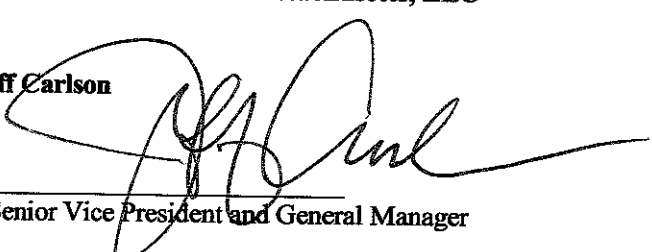


Joseph A. Curtatone
Mayor

12.18.18

RCN Telecom Services of Massachusetts, LLC

By: Jeff Carlson



Title: Senior Vice President and General Manager

**CITY OF SOMERVILLE
OFFICE OF THE MAYOR
CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE, MA 02143**

December 13, 2018

Thomas Steel, Esquire
Vice-President and Regulatory Counsel
RCN Telecom Services of Massachusetts, LLC
105 West First Street
South Boston, MA 02127

RE: RCN Institutional Network in Somerville

Dear Mr. Steel:

I am writing to you as Mayor, statutory Issuing Authority for the City of Somerville, MA (the "City"). I expect to grant a new Cable Television Renewal License (the "2018 Renewal License") to RCN Telecom Services of Massachusetts, LLC ("RCN") shortly. During renewal negotiations, City representatives discussed the status of RCN's Institutional Network (the "I-Net") in Somerville over the ten (10) year term of the 2018 Renewal License. Based on these discussions, the City and RCN hereby agree to the following provisions, as memorialized below:

First, in the event that (i) RCN or a successor entity if applicable ceases to operate its Cable System and I-Net in the City of Somerville in the future for any reason, and/or (ii) RCN or a successor entity if applicable in any manner abandons the two (2) fibers that comprise the Somerville I-Net, and/or (iii) the Renewal License, dated December 13, 2018, is not transferred to another party in accordance with the 2018 Renewal License, then said two-fibers shall continue to be made available by RCN or a successor entity if applicable for use by the City of Somerville, for continued use by the City of Somerville as its I-Net, in accordance with the 2018 Renewal License, including, but not limited to, Section 3.2 and Exhibits 4 and 5 therein.

Thomas Steel, Esquire
December 13, 2018

Second, this agreement is made with the express understanding that should any such event(s) occur as referenced in the paragraph above, the City and RCN agree as follows:

- (a) RCN or a successor entity if applicable will not subsequently be required to provide any "lit fiber" services or equipment;
- (b) RCN or a successor entity if applicable will not subsequently be required to provide any operational, diagnostic, repair or maintenance services with respect to said specific strands of fiber; and
- (c) RCN or a successor entity if applicable will not subsequently be required to provide any fiber or cable relocation (e.g. transfer from pole to pole), replacement, repair or reconfiguration (e.g. new laterals, or reconfiguration of connections) services.

In other words, RCN hereby agrees to simply provide a passive availability of the fibers currently comprising the I-Net, but not to provide active services of the kind that RCN will provide under the 2018 Renewal License with the City.

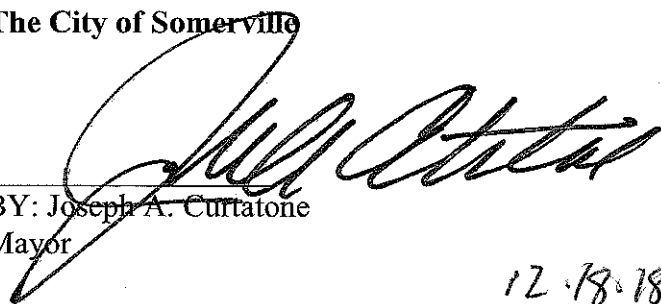
I would appreciate it if you would indicate your agreement with the foregoing by signing below.

Thank-you for your assistance in this matter.

Thomas Steel, Esquire
December 13, 2018

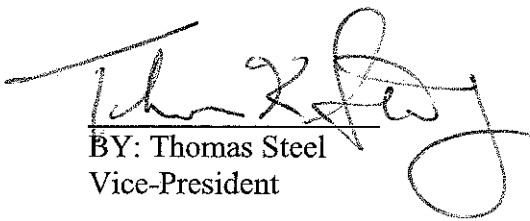
SIGNATURE PAGE

The City of Somerville


BY: Joseph A. Curtatone
Mayor

12.18.18

RCN Telecom Services of Massachusetts, LLC


BY: Thomas Steel
Vice-President