

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS III, Inc.

**CITY OF TAUNTON,
MASSACHUSETTS**

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS..... 7
 Section 1.1---DEFINITIONS 7
ARTICLE 2 GRANT OF RENEWAL LICENSE 12
 Section 2.1---GRANT OF RENEWAL LICENSE..... 12
 Section 2.2---TERM OF RENEWAL LICENSE..... 12
 Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE..... 12
 Section 2.4---POLICE AND REGULATORY POWERS 13
 Section 2.5---REMOVAL 13
 Section 2.6---TRANSFER OF THE RENEWAL LICENSE 13
 Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION 14
ARTICLE 3 CABLE SYSTEM DESIGN 16
 Section 3.1---SUBSCRIBER NETWORK..... 16
 Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY..... 16
 Section 3.3---PARENTAL CONTROL CAPABILITY..... 16
 Section 3.4--- PEG ACCESS VIDEO ORIGINATION LOCATIONS..... 16
ARTICLE 4 CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS..... 18
 Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS 18
 Section 4.2---LINE EXTENSION POLICY..... 18
 Section 4.3---LINE EXTENSION PROCEDURES 19
 Section 4.4---LOCATION OF THE CABLE TELEVISION SYSTEM 19
 Section 4.5---ABOVE GROUND & UNDERGROUND FACILITIES..... 20
 Section 4.6---TREE TRIMMING 20
 Section 4.7---RESTORATION TO PRIOR CONDITION 20
 Section 4.8---TEMPORARY RELOCATION 20
 Section 4.9---DISCONNECTION AND RELOCATION 21
 Section 4.10---SAFETY STANDARDS 21
 Section 4.11---PEDESTALS..... 21
 Section 4.12---PRIVATE PROPERTY 21
 Section 4.13---RIGHT TO INSPECTION OF SYSTEM 21
 Section 4.14---CABLE SYSTEM MAPS 22
 Section 4.15---SERVICE INTERRUPTION 22
 Section 4.16---COMMERCIAL ESTABLISHMENTS 22
 Section 4.17---DIG SAFE 22
ARTICLE 5 SERVICES AND PROGRAMMING 23
 Section 5.1---BASIC SERVICE 23
 Section 5.2---PROGRAMMING 23
 Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE..... 23
 Section 5.4---CABLE COMPATIBILITY 23
 Section 5.5---CONTINUITY OF SERVICE..... 23
 Section 5.6---DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS & PUBLIC
 SCHOOLS 24

ARTICLE 6 PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS FACILITIES & SUPPORT	25
Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS	25
Section 6.2---PEG ACCESS CORPORATION	25
Section 6.3---PEG ACCESS CHANNELS.....	26
Section 6.4---PEG ACCESS FUNDING.....	26
Section 6.5---PEG ACCESS-RELATED FACILITIES/EQUIPMENT FUNDING.....	27
Section 6.6---EQUIPMENT OWNERSHIP	28
Section 6.7---ACCESS CORPORATION ANNUAL REPORT	29
Section 6.8---PEG ACCESS CHANNELS MAINTENANCE	29
Section 6.9---PEG ACCESS CABLECASTING.....	29
Section 6.10---CENSORSHIP	30
ARTICLE 7 ANNUAL FUNDING TO THE CITY	31
Section 7.1---LICENSE FEE PAYMENTS	31
Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS.....	31
Section 7.3---LATE PAYMENT.....	31
Section 7.4---RECOMPUTATION	32
Section 7.5---AFFILIATES USE OF SYSTEM.....	32
Section 7.6---METHOD OF PAYMENT	32
ARTICLE 8 RATES AND CHARGES.....	33
Section 8.1---RATE REGULATION	33
Section 8.2---NOTIFICATION OF RATES AND CHARGES	33
Section 8.3---PUBLICATION AND NON-DISCRIMINATION	33
Section 8.4---CREDIT FOR SERVICE INTERRUPTION.....	33
ARTICLE 9 INSURANCE AND BONDS.....	34
Section 9.1---INSURANCE.....	34
Section 9.2---PERFORMANCE BOND.....	34
Section 9.3---REPORTING.....	35
Section 9.4---INDEMNIFICATION	35
Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE.....	35
ARTICLE 10 ADMINISTRATION AND REGULATION.....	36
Section 10.1---REGULATORY AUTHORITY	36
Section 10.2---PERFORMANCE EVALUATION HEARINGS.....	36
Section 10.3---NONDISCRIMINATION	36
Section 10.4---EMERGENCY REMOVAL OF PLANT	37
Section 10.5---REMOVAL AND RELOCATION	37
Section 10.6---JURISDICTION & VENUE	37
ARTICLE 11 DETERMINATION OF BREACH & LICENSE REVOCATION.....	38
Section 11.1---DETERMINATION OF BREACH	38
Section 11.2---REVOCATION OF THE RENEWAL LICENSE	39
Section 11.3---TERMINATION	39
Section 11.4---NOTICE TO CITY OF LEGAL ACTION	39
Section 11.5---NON-EXCLUSIVITY OF REMEDY	39
Section 11.6---NO WAIVER-CUMULATIVE REMEDIES.....	39
ARTICLE 12 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	40

Section 12.1---CUSTOMER SERVICE	40
Section 12.2---TELEPHONE ACCESS	40
Section 12.3---CUSTOMER SERVICE CALL CENTER.....	40
Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME.....	40
Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS.....	41
Section 12.6---BUSINESS PRACTICE STANDARDS.....	41
Section 12.7---COMPLAINT RESOLUTION PROCEDURES	41
Section 12.8---REMOTE CONTROL DEVICES.....	42
Section 12.9---EMPLOYEE IDENTIFICATION CARDS	42
Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY.....	42
Section 12.11---PRIVACY WRITTEN NOTICE.....	43
Section 12.12---DISTRIBUTION OF SUBSCRIBER INFORMATION	Error! Bookmark not defined.
Section 12.13---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS	Error! Bookmark not defined.
Section 12.14---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION.....	43
Section 12.15---PRIVACY STANDARDS REVIEW	43
ARTICLE 13 REPORTS, AUDITS AND PERFORMANCE TESTS.....	44
Section 13.1---GENERAL.....	44
Section 13.2---FINANCIAL REPORTS.....	44
Section 13.3---SUBSCRIBER COMPLAINT REPORT	44
Section 13.4---ANNUAL PERFORMANCE TESTS	44
Section 13.5---QUALITY OF SERVICE	44
Section 13.6---DUAL FILINGS	45
Section 13.7---INVESTIGATION	45
ARTICLE 14 EMPLOYMENT.....	46
Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY.....	46
Section 14.2---NON-DISCRIMINATION.....	46
ARTICLE 15 MISCELLANEOUS PROVISIONS	47
Section 15.1---ENTIRE AGREEMENT.....	47
Section 15.2---CAPTIONS	47
Section 15.3---SEPARABILITY	47
Section 15.4---ACTS OR OMISSIONS OF AFFILIATES	47
Section 15.5---RENEWAL LICENSE EXHIBITS	47
Section 15.6---WARRANTIES	47
Section 15.7---FORCE MAJEURE.....	48
Section 15.8---APPLICABILITY OF RENEWAL LICENSE	48
Section 15.9---NOTICES.....	48
Section 15.10---NO RECOURSE AGAINST THE ISSUING AUTHORITY	49
Section 15.11---CITY'S RIGHT OF INTERVENTION	49
Section 15.12---TERM	49
Section 15.13- NO THIRD PARTY BENEFICIARY.....	49
SIGNATURE PAGE.....	50
EXHIBIT 1 FCC TECHNICAL SPECIFICATIONS.....	52

EXHIBIT 2 PROGRAMMING AND SIGNAL CARRIAGE..... 55
EXHIBIT 3 DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS 56
EXHIBIT 4 207 CMR 10.00 57
EXHIBIT 5 FCC CUSTOMER SERVICE OBLIGATIONS..... 60
EXHIBIT 6 CABLE DIVISION FORM 500 62
EXHIBIT 7 PEG ACCESS VIDEO ORIGINATION LOCATIONS 63

AGREEMENT

This cable television renewal license entered into by and between the City of Taunton, Massachusetts, by the Mayor in the Mayor's statutory capacity as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts III, Inc. ("Comcast" or the "Licensee").

WITNESSETH

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

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Communications Policy Act of 1984 as amended ("Cable Act"), on March 27, 2014 in order to (1) ascertain the future cable related community needs and interests of Taunton, and (2) review the performance of Comcast and its predecessors during its then-current license term; and

WHEREAS, Comcast submitted a renewal proposal and Massachusetts Cable Division Form 100 to the City of Taunton, dated March 17, 2016, for a cable television renewal license to operate and maintain a cable television system in the City of Taunton; and

WHEREAS, the Issuing Authority and Comcast engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for Comcast's continued operations and maintenance of its cable television system in the City of Taunton.

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 Taunton resident and/or any Persons affiliated with a Taunton institution to use designated PEG facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures lawfully established by the Issuing Authority or its PEG Access Designee(s) for such use.
- (2) **Access Channel:** A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational, institutional and/or similar organizations, subject to the conditions and procedures as lawfully established by the Issuing Authority or its PEG Access Designee(s) for such use.
- (3) **Access Designee:** The entities or entity, designated by the Issuing Authority from time to time, for the purpose of operating the public, educational and or governmental access facilities, equipment and channels on the Cable Television System.
- (4) **Affiliate or Affiliated Person:** When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.
- (5) **Basic Service:** Any Service tier which includes the retransmission of local television broadcast Signals.
- (6) **CMR:** The Code of Massachusetts Regulations.
- (7) **Cable Act:** Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).
- (8) **Cable Division:** The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or successor agency if any.
- (9) **Cable Service or 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 or use of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.
- (10) **Cable Television System, Cable System or System:** A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide

Cable Service which includes video programming and which is provided to multiple Subscribers within the City, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

- (11) City: The City of Taunton, Massachusetts.
- (12) City Attorney: The Attorney of the City of Taunton, Massachusetts.
- (13) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.
- (14) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.
- (15) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (16) Department of Public Works ("DPW"): The Department of Public Works of the City of Taunton, Massachusetts.
- (17) Downstream Channel: A channel over which Signals travel from the Cable System Headend or hub site to an authorized recipient of Programming.
- (18) Drop or Cable Drop: The cable that connects an Outlet to the feeder cable of the Cable System.
- (19) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Issuing Authority's designee, for the use of educational institutions and/or the Public Access Designee to present non-commercial educational programming and information to the public subject to applicable law and the terms hereof.
- (20) Effective Date of Renewal License (the "Effective Date"): July 18, 2016.
- (21) FCC: The Federal Communications Commission, or any successor agency.
- (22) Government Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.
- (23) Gross Annual Revenues: Revenues received 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 Cable 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; all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; and Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; leased access revenues, home shopping revenues on a pro-rata basis, and advertising revenues on the cable system on a pro-rata basis. 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. 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 on the cable system. 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. Gross Annual Revenues shall not include actual bad debt that is written off consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. 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. For purposes of this section, the term "Cable Services" shall include any other services now or in the future that shall be deemed to be lawful for purposes of computing Gross Annual Revenues resulting from a decision by a court or forum of appropriate jurisdiction.

(24) **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.

(25) **Issuing Authority:** The Mayor of the City of Taunton, Massachusetts.

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

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

(28) **Licensee:** Comcast of Massachusetts II, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(29) **Normal Business Hours:** Those hours during which most similar businesses in Taunton are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

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

- (31) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's television set or Subscriber-owned equipment to the Cable System.
- (32) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (33) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (34) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (35) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (36) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.
- (37) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (38) Prime Rate: The prime rate of interest at the Federal Reserve Bank.
- (39) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Public Access Designee for use by, among others, Taunton residents and/or organizations wishing to present non-commercial Programming and/or information to the public.
- (40) 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, parkways, bulkheads, dedicated public utility easements, and all other publicly owned real property having compatible easements 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.
- (41) Renewal License or License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (42) 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.
- (43) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.
- (44) State: The Commonwealth of Massachusetts.

- (45) **Subscriber:** Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, the Cable Television System.
- (46) **Subscriber Network:** The 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.
- (47) **Trunk and Distribution System:** That portion of the Cable System for the delivery of Signals, but not including Drops to Subscribers' residences.
- (48) **Upstream Channel:** A channel over which Signals travel from an authorized location to the Cable System Headend.
- (49) **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.
- (50) **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 Taunton, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the City of Taunton.

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

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully 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 having compatible easements and under the jurisdiction of the City of Taunton within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has a compatible easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the City of Taunton. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or 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 or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with all applicable Federal, State, and legally enforceable local laws & regulations.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on July 18, 2016 and shall expire at midnight on July 17, 2026 unless sooner terminated as provided herein.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

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

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License.

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

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

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

Section 2.4---POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State laws and or City by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, generally applicable rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the City. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5---REMOVAL

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its License renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall, if requested by the Issuing Authority, remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination and Issuing Authority request, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding the foregoing, the parties reserve any and all rights they may have under the Cable Act with respect to disposition of the Cable System in connection with termination of this Renewal License as a result of the License not being renewed or otherwise lawfully terminated.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Neither this 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 or delayed. Such consent shall be given only after a public hearing 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 applicable federal and State law(s), 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 such applicable law(s) and/or regulation(s).

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) 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 this Renewal License.

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

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. To the extent provided for under the Cable Act, after 120 days, the application shall be deemed approved.

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

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been

effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

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

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1—SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the City, subject to Section 4.1, a minimum 750 MHz Subscriber Network.

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

(c) The Cable Television System shall conform to the applicable FCC technical specifications, as amended, contained in **Exhibit 1** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 3.2—EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network described in Section 3.1 herein shall comply with the FCC Emergency Alert System (“EAS”) regulations.

Section 3.3—PARENTAL CONTROL CAPABILITY

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

Section 3.4—PEG ACCESS VIDEO ORIGINATION LOCATIONS

(a) During the entire term of this Renewal License, Licensee shall continue to maintain, operate and own the existing PEG Access video return lines (“Video Return Lines” or “VRL”) specified herein and certain Video Return Lines to be constructed and/or maintained, as set forth below, in accordance with this Renewal License, including:

1) the existing coaxial link from Taunton High School, 50 Williams Street, Taunton to Old City Hall, 15 Summer Street, Taunton which shall be maintained and operated by Licensee until replaced by the fiber-based VRL described in Section 3.4(a)(2) immediately below;

2) a fiber-based VRL shall be constructed by Licensee as further detailed herein;

a) The Licensee’s new PEG signal aggregation hub (“Licensee’s VRL Hub”) shall be constructed at Taunton High School, 50 Williams Street;

b) a fiber-based VRL shall be constructed by Licensee or third party from the current City Hall, 141 Oak Street, Taunton to Licensee’s VRL Hub;

c) a fiber-based VRL shall be constructed but not activated by Licensee from Old City Hall, 15 Summer Street, Taunton to Licensee’s VRL Hub. In the event of the re-opening of Old City Hall, 15 Summer Street, Taunton, for municipal meetings, the Issuing Authority will be responsible for supplying all required production and transmission equipment (on City’s side of

demarcation point) for live broadcasts. The Licensee will activate VRL upon 90 days notice from Issuing Authority.

- d) a fiber-based VRL shall be constructed by Licensee from the nonprofit Public Access designee ("Public Access Designee") studio currently located at 120 Ingell Street to Licensee's VRL Hub;
- e) Taunton High School, 50 Williams Street, shall be connected to the Licensee's VRL Hub with the same capabilities as the other locations listed above.

3) a new fiber-based upstream link transmitting the Public, Educational and Governmental Access programming from the Licensee's VRL Hub to Licensee's Headend/Hub for further distribution downstream to Subscribers, all as further set forth in this Section 3.4, Section 6.9 below and **Exhibit 7**. The Licensee shall maintain the VRL at no charge to the City and/or its PEG Access Designees.

(b) Unless otherwise provided herein, the City and its designated VRL users shall be solely responsible for any and all end user equipment including but not limited to, modulators and demodulators, and video production equipment. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the City's Educational and/or Government Access Designee(s)' or the Public Access Designee's equipment shall be at the Input of Licensee's owned encoders.

(c) The Licensee shall be responsible for any Licensee-owned transport equipment, including transmitters and receivers and functionally equivalent equipment, located at its Headend or hub site necessary to make the Video Return Lines functional.

(d) Consistent with Section 6.9 *infra*, the Licensee shall be responsible for equipment to enable the existing VRL, and the VRL as modified pursuant to Section 3.4(a) and Section 6.9 to interact with the Licensee-owned Subscriber Network such that PEG Access Programming may be transmitted upstream from the origination locations listed in **Exhibit 7** to the Licensee's VRL Hub and then from the Licensee's VRL Hub to Licensee's Headend and/or hub, and then downstream on the PEG Access Channels in accordance with Sections 3.4 and 6.9 *infra*.

(e) In the event of activation of a new Public Access Designee origination studio location as provided in Section 6.9 below, the Licensee shall be responsible for equipment and PEG Access Programming transport outlined in this section and Section 6.9 to enable PEG Access Programming to be transmitted upstream from the new Public Access Designee's studio location, if any, in accordance with Section 6.9. subject to said new location being operable for PEG Access upstream transmissions.

(f) The Licensee shall hold all rights and title in the physical property of the VRL and fiber-based links as described herein, but shall provide the City and the PEG Access Designees the right to use the VRL during this License, at no charge to the City and PEG Access Designees.

(g) The fiber-based video return lines to be constructed as set forth in Section 3.4(a)(2) and (3) above shall be constructed and operated by Licensee in accordance with the terms herein not more than twelve (12) months after the Effective Date of this Renewal License and shall be maintained by Licensee for use of the Issuing Authority and its PEG Access Designees thereafter. Licensee may pass through costs of said new VRL construction to Subscribers over the course of the term of this Renewal License. The estimated cost of the new VRL construction is Ninety Five Thousand Dollars (\$95,000). The cost to be passed through shall not

exceed construction, material and labor costs of said Ninety Five Thousand Dollars (\$95,000).

ARTICLE 4

CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The area to be served is the entire City of Taunton, subject to the limitations set forth in this License. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the City or easements in the City over which the City has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s). The Licensee shall make reasonable efforts to meet with the Issuing Authority regarding any proposed housing that may have boundary issues, in order to serve customers through legally permissible and cost effective Taunton rights-of-way.

(b) The Licensee shall make its Cable System available to residents of the City, unless legally prevented from doing so, subject to Section 4.2 and installation charges.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto, for an aerial Drop.

(d) For a non-standard installation, the Licensee may charge residents for an aerial Drop located more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System, and additions thereto, or for an underground Drop, time and materials charges, and any applicable costs related to said additional installation, such as make-ready subject to Licensee first providing the resident with a verbal estimate, or written estimate if requested, of the costs of a non-standard installation. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto, subject to Force Majeure, the completion of utility pole make ready work and payment of agreed upon costs by prospective customers.

Section 4.2---LINE EXTENSION POLICY

(a) The Cable Television System shall be extended, at the Licensee's sole cost and expense to any and all areas of the City containing twenty (20) homes per aerial or thirty (30) homes per underground mile of cable plant or fractional proportion thereof as measured from the existing aerial Trunk and Distribution System and additions thereto. The Licensee shall, if necessary, promptly apply for permits. Said Service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after all necessary permits are obtained and utility pole make-ready is completed.