

Renewal Cable Television License for the City of Fitchburg, MA
Term: 06/01/21 – 05/31/31 (10 yrs)

CABLE TELEVISION

**RENEWAL LICENSE
(Non-Exclusive)**

GRANTED TO

Comcast of Massachusetts III, Inc.

GRANTED BY

Granted By

Mayor Stephen L. DiNatale

**CITY OF FITCHBURG,
MASSACHUSETTS**

**Renewal Term
June 1, 2021 – May 31, 2031**

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EXHIBIT A 54

FITCHBURG RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts III, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the City of Fitchburg, Massachusetts (hereinafter the "City"), said license having commenced on December 1, 2015;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated February 15, 2017 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal May 3, 2018;

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

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

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

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 – DEFINITIONS

For the purpose of this Renewal License, 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 be always mandatory and not merely directory.

(a) Access - shall mean the right or ability of any Fitchburg resident and/or any Persons affiliated with a Fitchburg institution to use designated Public, Education and Government (“PEG”) access facilities and equipment and/or PEG Access Channels of the Cable System, subject to the conditions and procedures established for such use by the City and/or its designee.

(b) Affiliate or Affiliated Person – When used in relation to any Person, shall mean another Person who controls, is owned or controlled by, or is under common ownership or control with, such Person but does not include Affiliates or Affiliated Persons that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation’s cable systems.

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

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

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

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

(g) Cable System or (or Cable Television System) – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the City of Fitchburg, 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 a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive

on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(h) Channel – shall be defined herein as it is defined under Section 602(4)(of the Communications Act, 47 U.S.C. § 522(4).

(i) City – shall mean the City of Fitchburg, Massachusetts.

(j) Communications Act – shall mean the federal Communications Act of 1934, as amended.

(k) Drop – shall mean the coaxial or fiber cable that connects a home or building to the Subscriber Network or Institutional Network.

(l) Effective Date – shall mean June 1, 2021.

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

(n) Franchise Fee – shall have the meaning as set forth in Section 622(g) of the Cable Act (47 U.S.C. § 542(g)).

(o) Gross Annual Revenues – shall mean the revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service, accrued in accordance with generally accepted accounting principles (GAAP) in the United States, and shall include, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; all digital Cable Service revenues; fees paid on all Subscriber fees ("Fee-on Fee"); all Commercial Subscriber Cable Service

revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; video on demand Cable Services; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use (leased access); home shopping revenues; and advertising revenues. In the event that an Affiliate is responsible for selling advertising that is aired on the Cable System in the City, the advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues attributable to such Affiliate's use of the Cable System in the City. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the City that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

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

(q) Licensee – shall mean Comcast of Massachusetts III, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(r) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the City of Fitchburg and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(s) Normal Operating Conditions – shall mean those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

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

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

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

(w) PEG – the acronym for “public, educational and governmental”.

(x) PEG Access Designee or PEG Access Provider– Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in

the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation.

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

(z) PEG Access Channel – shall mean a video channel which the Licensee owns and is made available for use by the City and/or its PEG Access Designee(s) without charge for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations.

(aa) PEG Access Programming – shall mean non-commercial programming transmitted on the PEG Access Channel(s) pursuant to the terms of this License, and applicable law.

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

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

(ad) Public Rights-of-Way – shall mean 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 Rights-of-Way” 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.

(ae) Renewal License or License – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(af) Respond – shall mean the Licensee’s investigation of a Service Interruption by receiving a subscriber call and opening a trouble ticket, if required.

(ag) Service Area – shall mean the entire existing territorial limits of the City.

(ah) Service Interruption – shall mean the loss of picture or sound on one or more Channels.

(ai) Signal – shall mean any transmission which carries Video Programming from one location to another.

(ak) Standard Installation – shall mean the standard two hundred foot (200’) aerial Drop connection and one hundred twenty-five foot underground Drop connection to the existing distribution system.

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

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

(an) State – shall mean the Commonwealth of Massachusetts.

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

(ap) Video Programming or Programming – shall be defined herein as it is defined under Section 602(2) of the Communications Act, 47 U.S.C. § 522(20), meaning programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Subject to the terms and conditions of this License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over and along the Public Rights-of-Way within the City and subsequent additions thereto, in order to provide Cable Service. This License grants no authority for the Licensee to use the Public Rights-of-Way within the City for any other purpose(s) unless otherwise provided herein.

(b) The Licensee shall adhere to all applicable local ordinances and lawful regulations of the City regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Consistent with and subject to the Licensee’s authority to operate in the Public Rights-of-Way, grant of this License does not

establish priority for use over other present or future permit holders or the City's own use of Public Rights-of-Way.

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

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

SECTION 2.2 – TERM; RENEWAL

(a) The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on June 1, 2021, following the expiration of the current license, and shall expire at midnight on May 31, 2030.

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

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

SECTION 2.3 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws of general applicability and not specific to the Cable System,

Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Rights-of-Way. This License is a contract and except as to those changes which are the result of the Issuing Authority's lawful exercise of its general police power, the Issuing Authority may not take any unilateral action which materially changes the explicit mutual promises in this License. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority. In the event of any conflict between this License and any Issuing Authority ordinance or regulation that is not generally applicable, this License shall control. Notwithstanding any other provision of this Renewal License, Licensee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Issuing Authority that conflicts with its contractual rights under this Renewal License, either now or in the future.

SECTION 2.4 NON-EXCLUSIVITY OF 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 Fitchburg; 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 be at the sole discretion of the Issuing Authority.

(c) 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 requested. 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 negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

(d) 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.

(e) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the City, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(f) In the event that the Licensee believes that in the future another Licensee has been granted a cable television license in the City, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this Renewal License,

the 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. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 – AREA TO BE SERVED

(a) Licensee shall upon request make Cable Service available to every residential dwelling unit within the City provided, however, that Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Licensee shall make service available to multiple dwelling units (MDU) upon request provided that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide Service to said MDU. For non-Standard Installations Licensee shall offer said Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the City which are currently served by Licensee from a

contiguous cable television system or currently unserved but could be served by abutting City(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting City. Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial two hundred feet (200”) or an underground one hundred twenty-five feet (125 ft.) of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and State laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and State laws.

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

(c) If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in City are underground or being placed underground, the Licensee shall place its Cable Systems’ transmission and distribution facilities underground; provided that such underground locations are actually capable of accommodating the Licensee’s cable and other equipment,. In any area of City where the transmission or distribution facilities of the

respective public or municipal utilities are both aerial and underground, the Licensee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

(d) The Licensee shall provide one Cable Service drop and one outlet along its activated Cable System route in the City at no cost to public schools, police and fire stations, public libraries, courthouses, and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. If so requested by the Issuing Authority, the Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.1.

SECTION 3.2 - PARENTAL CONTROL CAPABILITY

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

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

SECTION 3.3 - EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

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

(b) The construction, maintenance and operation of the Cable System for which this Renewal License is granted shall be done in conformance with all applicable local, State, and federal laws, bylaws, codes and regulations of general applicability and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

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

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

(e) The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations. At all times during the Renewal License, the Licensee shall meet all applicable FCC technical standards.

SECTION 4.2 - REPAIRS AND RESTORATION

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

SECTION 4.3 - TREE TRIMMING

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

SECTION 4.4 – STRAND MAPS

Upon written request, the Licensee shall file with the Issuing authority strand maps of the Cable System plant installed. Upon written request such strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to

provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

SECTION 4.5 - BUILDING MOVES

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

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

SECTION 4.6 - DIG SAFE

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

SECTION 4.7 - DISCONNECTION AND RELOCATION

(a) In accordance with applicable law, Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Rights-of-Way and places, any of its property as required by the Issuing Authority 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 lawful governmental capacity.

(b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

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

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

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

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

ARTICLE 5

PROGRAMMING

SECTION 5.1 BASIC CABLE SERVICE

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

SECTION 5.2 - PROGRAMMING

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

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

SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS

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

SECTION 5.4 - STEREO TV TRANSMISSIONS

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

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

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

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of channel capacity for Public, Educational and Governmental (“PEG”) Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. The PEG Access channels shall, other than provided in Section 6.1(c) below, be used exclusively as and/or for PEG Access channels and PEG Access Programming. The Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. The Issuing Authority and/or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for the PEG Access Channel and PEG Access operations in accordance with applicable law. The PEG Channels shall be provided on the Basic Cable Service tier to the extent said tier is required pursuant to applicable law or regulations or otherwise provided by the Licensee.

(b) Licensee shall continue to make available three (3) Public, Educational, and Government (“PEG”) Access Channels in Standard Definition (SD) format to be used for PEG Access programming by the Issuing Authority and/or its PEG Access Designee(s). Subject to the requirements of Section 6.3(b), the Licensee shall make available one (1) High Definition (HD) Access Channel for PEG Access purposes. Said HD PEG Access Channel shall be made available within twenty-four (24) months of the Effective Date of this Renewal License. Upon activation of said HD PEG Access Channel, Licensee may reclaim one (1) SD PEG Access Channel

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

(d) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the City, the public schools, the PEG Access Designee, any organizations serving the City and/or PEG Access users.

(e) The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (comparable to underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation. The Licensee shall monitor the PEG Access Channels for technical quality consistent with the FCC

Technical Standards and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. However, the Licensee is not responsible for the production quality of PEG Access Programming productions.

(f) There shall be no charges by the Licensee to the City, its Issuing Authority, the Access Provider or Access Users for the Access Channels.

SECTION 6.2 - PEG ACCESS DESIGNEE

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

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.4 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and

- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate.

SECTION 6.3 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channels, all PEG Access Programming originating and/or aggregated during the term of this Renewal License at the PEG Access video return hub shall be transmitted to the Licensee-owned Headend or hub-site on a Licensee-provided and owned fiber-based video return line) made available by the Licensee without charge to the City and/or its PEG Access Designee for their use. At Licensee-owned Headend or hub-site, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel.

(b) The Licensee shall continue to provide, maintain, operate, repair, and if necessary, replace the current video return lines from the PEG Access origination locations listed in Exhibit B ("PEG Access Origination Locations") to the PEG Access video return hub. If the PEG Access studio of the PEG Access Designee is relocated from its current location at 175 Kimball Street, Fitchburg to another location in Fitchburg, the Licensee shall, if requested by the Issuing Authority, connect said new PEG Access studio to the PEG Access video return hub on a Licensee-provided fiber-based video return line ("New Video Return Connection") so that all PEG Access Programming originating from a PEG Access Origination Location listed in Exhibit B can be transmitted to the new PEG Access studio from which said PEG Access Programming can then be transmitted back to the Licensee's Headend or hub-site as provided in Section 6.3(a)

above for retransmission in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel. The Licensee shall provide the Issuing Authority with a written estimate of the projected cost to construct the New Video Return Connection and associated equipment to the PEG Access video return hub, and shall, in good faith, discuss the specifics of such estimate and less costly alternatives, if any, with the Issuing Authority and/or its representatives. In the event the Issuing Authority chooses to have the Licensee construct such New Video Return Connection, the costs for said construction shall be the responsibility of the Issuing Authority or its PEG Access Designee, as determined by the Issuing Authority. The Licensee shall complete construction and operational deployment of the New Video Return Connection no later than eighteen (18) months from the date of the Issuing Authority's written notification of its request for such construction to the Licensee, subject to the force majeure terms and conditions set out in Section 10.2 below. The Licensee shall own, maintain, repair and, if necessary, replace said New Video Return Connection.

(c) Subject to payment by the City or its PEG Access Designee as set out herein, the Licensee shall, within twenty-four (24) months of the Effective Date of this License, purchase, install and operate standard definition serial digital interface (SD/SDI) equipment for each of the SD PEG Access Channels and high definition interface equipment for one (1) HD PEG Access Channel for PEG Access video return from the PEG Access Origination Locations and PEG Access studio. Prior to the installation of said equipment, the Licensee may provide the City with a detailed itemized invoice for the cost of the project, however in no event shall the City's portion of said cost exceed Fifteen Thousand Dollars (\$15,000). The Licensee shall own, maintain, repair and, if necessary, replace said equipment for the term of this Renewal License.

(d) The demarcation point between Licensee's equipment and the City's and/or PEG Access Designee's equipment shall with respect to the PEG Access Programming and/or PEG Access Channels be at the input of the Licensee owned equipment used for video signal transport. The Licensee shall own, maintain, repair and/or, if necessary, replace said video signal transport equipment other than as provided in Section 6.3(c) above.

(e) There shall be no charge to the City, its Issuing Authority, the PEG Access Designee or Access Users for the provision of PEG Access origination, video return or cablecasting, as required by or provided pursuant to this Section 6.3, except: (i) as provided in Section 6.3(c) above with respect SDI and HD equipment, and (ii) the cost of a New Video Return Connection, as set out in Section 6.3(b) above, as applicable.

(f) The Licensee and the Issuing Authority shall work together in good faith with respect to any difficulties that arise regarding the transmission, switching and/or cablecasting of PEG Access Programming, pursuant to this Section 6.3.

SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT / PEG GRANT

(a) *PEG Access Support.* Licensee shall provide payments to the Issuing Authority, or its PEG Access Designee, for PEG Access purposes, equal to four and one-half percent (4.5%) of its Gross Annual Revenues ("PEG Access Annual Support"). Said PEG Access Annual Support shall be used for salaries, operating and other expenses related to PEG Access programming operations, equipment and/or facilities. Said four and one-half percent (4.5%) PEG Access Annual Support payment shall be made to the Issuing Authority, or its PEG Access Designee, on a quarterly basis. The first payment shall be made on August 15, 2021 for the period of the Effective Date through June 30, 2021. Quarterly thereafter, Licensee shall provide

payments each November 15th, February 15th, May 15th and August 15th based on revenues from the previous calendar quarter.

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

(c) *PEG Grant.* The Licensee shall provide capital funding to the Issuing Authority, or its PEG Access Designee, for capital costs for PEG Access facilities in the total amount of Seven Hundred Five Thousand Dollars (\$705,000) on or before the below referenced dates, as follows:

| | | |
|-------|-----------------|----------|
| i. | October 1, 2021 | \$70,500 |
| ii. | October 1, 2022 | \$70,500 |
| iii. | October 1, 2023 | \$70,500 |
| iv. | October 1, 2024 | \$70,500 |
| v. | October 1, 2025 | \$70,500 |
| vi. | October 1, 2026 | \$70,500 |
| vii. | October 1, 2017 | \$70,500 |
| viii. | October 1, 2028 | \$70,500 |
| ix. | October 1, 2029 | \$70,500 |
| x. | October 1, 2030 | \$70,500 |

(d) In the event that payments required to be made by the Licensee pursuant to this Section 6.4 are not tendered on or before the dates fixed herein, interest due on such required

payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 6.5 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its PEG Access Designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business.

SECTION 6.6 – INTERCONNECTION WITH COMPETING CABLE LICENSEE

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

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE CALL CENTER

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

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

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions (as defined in §76.309(c)(4)(ii) telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

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

SECTION 7.2 - CUSTOMER SERVICE OFFICE

For the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff, with a minimum of one (1) full time equivalent staff person, a full-time customer service office that is reasonably convenient to City residents, which office shall be open for walk-in business Monday through Friday, during Normal Business Hours, including one evening per week and/or some weekend hours, for the purpose of, among other things, receiving monthly bill collections, installation and change of service and service call requests, exchanging/replacing customer equipment, receiving all customer inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions; and answering general inquiries.

SECTION 7.3 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

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

(b) Subscriber complaint or request for service received after Normal Business Hours shall be acted upon the next business day.

(c) 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 outage as described in section 7.2 (d) below.

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

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

SECTION 7.4 - FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time and incorporated by reference herein.

SECTION 7.5 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., as the same may exist or be amended from time to time:

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

SECTION 7.6 - COMPLAINT RESOLUTION PROCEDURES

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

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Cable Service, equipment malfunctions and similar

matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) 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 or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) 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 its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized 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.

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

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

SECTION 7.7 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees and/or contractor's entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to visibly display an employee or contractor identification card issued by the Licensee or contractor, respectively, and bearing a picture of said employee or contractor.

SECTION 7.8 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all applicable federal and State laws and regulations regarding privacy, monitoring, information with respect to Cable Service viewing habits, subscription decisions, and the distribution thereof, including, but not limited to the provisions of Section 631 of the Cable Act (47 U.S.C. 551), as may be amended.

(b) 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 this policy.

SECTION 7.9 - RESPECT FOR PRIVATE PROPERTY

Nothing herein shall be construed as authorizing access or entry onto private property, or any other property by the Licensee, nor addressing where such right to access or entry is otherwise provided or prohibited or restricted by law or the Subscriber Services Agreement.

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

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

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

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

(a) The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage, including without limitation damage to Persons (including death) or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the City up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

(b) With respect to the Licensee's indemnification obligations set forth above, the Licensee shall, at its own expense, provide the defense of any claims brought against the City by selecting counsel of the Licensee's choice to defend the claim, subject to the consent of the Issuing Authority, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Issuing Authority, the Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement includes the release of the City and the Issuing Authority does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

SECTION 9.2 - INSURANCE

(a) The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

(i) Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000) per occurrence for property damage and bodily injury (including death). Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the City.

(ii) Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

(iii) Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; (B) Bodily Injury by Disease: \$100,000 employee limit; and (C) Bodily Injury by Disease: \$500,000 policy limit.

(iv) Excess liability or umbrella coverage of one million dollars (\$1,000,000).

(b) The City shall be included as an additional insured as its interest may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

(c) The Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this License.

(d) Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

(e) Upon written request, the Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

(f) The limits required above may be satisfied with a combination of primary and excess coverage.

SECTION 9.3 - PERFORMANCE BOND

The Licensee shall maintain, without charge to the City, throughout the term of the License a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the sum of Fifty Thousand Dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this License. The performance bond shall be effective throughout the term of this License and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, 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 and/or operation of the Cable System, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof. Said bond shall be a continuing obligation of this License, and thereafter until the Licensee has satisfied all of its obligations to the City that may have arisen from the grant of the License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this License is not

renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 9.3 within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the City recoverable under the bond. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the License. Recourse by the Issuing Authority of remedies available under this Section 9.3 shall not be exclusive of other lawful remedies available to the City at law and equity.

SECTION 9.4 - LICENSE FEES

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

SECTION 9.5 – FRANCHISE FEE

In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of Gross Annual Revenues. Said five percent (5%) shall include the following: (i) the PEG Access Annual Support pursuant to Section 6.4 above; (ii) any License Fee(s) that may be payable to the Town and to the State pursuant to Massachusetts General Laws Chapter 166A, Section 9 and Section 9.4 above, provided, however, that said five percent (5%) shall not include the PEG Access Capital Funding pursuant to Section 6.5(c) above and any other exclusions to the definition of Franchise Fee provided in Section 622(g)(2) of the Cable Act.

SECTION 9.6 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

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

SECTION 9.7 -- PAYMENTS; AUDITS

(a) If the Issuing Authority has reason to believe that any payment made by Licensee under this Agreement is incorrect, it shall notify the Licensee thereof in writing. The Licensee shall then promptly provide the City with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such

documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit every three years during the term of this License, which audit shall be applicable to the previous three (3) year period. If, after such audit and recomputation, the Issuing Authority determines that an additional fee is owed to the City, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any such undisputed amounts within thirty (30) days after completion of such review, together with any applicable late charges. Further, in the event that the Licensee owes an additional fee of more than five percent (5%), then the Licensee shall be required to reimburse the Issuing Authority's reasonable, documented, third-party audit expenses in an amount not to exceed Six Thousand Dollars (\$6,000). Any auditor employed by the Issuing Authority shall not be compensated on a success-based formula (e.g., payment based on a percentage of underpayment, if any).

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

(c) All payments by Licensee to the City under this Agreement shall be made payable to the City and deposited with the City Treasurer unless otherwise agreed to in writing by the parties.

SECTION 9.8 - REPORTS

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the City any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with the obligations pursuant to the 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.

(c) The Licensee shall timely provide to the Issuing Authority all reports that are required to be submitted to the Issuing Authority and/or Town by applicable federal and/or State law and regulations.

(d) If requested, in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 9.8(b) above.

(e) Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses generated in accordance with generally accepted accounting principles, for official use only. In addition, Licensee shall also

file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

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

SECTION 9.9 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.10 - REVOCATION OF LICENSE

The License issued hereunder may, after due written notice and hearing per Section 9.11, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L. c. 166A, § 4;

(b) For failure to file and maintain the performance bond as described in Section 9.3 or to maintain insurance as described in Section 9.2;

(c) For repeated failure to comply with the material terms and conditions herein required by M.G.L. c. 166A, §5;

(d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division; or

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.12 herein.

SECTION 9.11 - ENFORCEMENT AND TERMINATION

(a) Notice of Violation: If any time the Issuing Authority believes that the Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

(b) The Licensee’s Right to Cure or Respond: The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, continue such efforts until said noncompliance is cured, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee’s efforts and progress to remedy such noncompliance. Upon a jointly agreed upon cure of any noncompliance by the Issuing Authority and the Licensee, the Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

(c) Public Hearing: In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures set forth in Section 9.11 above, and/or if the Issuing Authority otherwise seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee at least thirty (30) days prior written notice of such public hearing, which will

specify the time, place and purpose of such public hearing and whether revocation of this License is a possible consequence. At any designated public hearing where revocation of this License is not a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. At any designated public hearing where revocation of this License is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also have the right to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete record shall be made of such hearing. Within thirty (30) days of the close of the hearing, the Issuing Authority shall issue a written determination of its findings.

(d) Enforcement: In the event the Issuing Authority, after the public hearing set forth in Section 9.11 above, determines that the Licensee is in default of any provision of this License, the Issuing Authority may:

- (i) Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;
- (ii) Commence an action at law for monetary damages or seek other equitable relief;
- (iii) Assess liquidated damages in accordance with the schedule set forth in Section 9.12 below;

- (iv) Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above;
 - (v) In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 9.11; or
 - (vi) Invoke any other lawful remedy available to the City.
- (e) **Revocation:** In the event that the Issuing Authority determines that it will revoke this License pursuant to Section 9.3, the Licensee may appeal such written determination of the Issuing Authority to an appropriate court or to the Cable Division, which shall have the power to review the decision of the Issuing Authority consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

SECTION 9.12 – LIQUIDATED DAMAGES

- (a) For the violation of any of the following provisions of the Renewal License, liquidated damages may be invoked by the Issuing Authority and, if so, shall be paid by the Licensee to the Issuing Authority, subject to Section 9.11 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, as set out in Section 10.3 below, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 9.11, above.

- (1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 above, Three Hundred Dollars (\$300) per day, for each day that any such non-compliance continues.
- (2) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 9.12, Three Hundred Dollars (\$300) per day, for each day that any such non-compliance continues.
- (3) For failure to comply with the PEG Access provisions in accordance with the timelines in Article 6, above, Two Hundred Fifty Dollars (\$250) per day, for each day that any such non-compliance continues.
- (4) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 7.4 above, Two Hundred Dollars (\$200) per day, for each day that any such non-compliance continues.
- (5) For failure to provide, install and/or fully activate Cable Network Drops and/or Outlets and Basic Service to public buildings in accordance with Section 3.1 above, One Hundred Dollars (\$100) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.
- (6) For failure to submit reports, pursuant to Section 9.8 above, Fifty Dollars (\$50) per day, per report, that each and any of said reports are not submitted as required.

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

(c) 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.

SECTION 9.12 - TRANSFER OR ASSIGNMENT

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

application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.13 - INCORPORATION BY REFERENCE

All presently and hereafter applicable conditions and requirements of federal, State and generally applicable local laws, including but not limited to M.G.L. c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such generally applicable local laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such generally applicable local laws, rules or regulations.

SECTION 9.14 - NO THIRD-PARTY BENEFICIARIES

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

SECTION 9.15 – AFFILIATE USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal law, and shall not detract from the provisions of this Renewal License.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

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

SECTION 10.2 - FORCE MAJEURE

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

equipment, environmental restrictions or any other cause or event not reasonably anticipated or within the control of the Party claiming force majeure.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be shall be sent by certified mail, nationally recognized overnight courier service or other means as allowed by applicable law and providing for a receipt as proof of delivery to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Mayor
City of Fitchburg
718 Main Street
Fitchburg, MA 01420

with a separate copy to the City Solicitor at the following address:

Office of the City Solicitor
City of Fitchburg
City Hall
718 Main Street
Fitchburg, MA 01420

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

Comcast Cable Communications, Inc.
Attn: Government Relations
5 Omni Way
Chelmsford, MA 01824

with copies to:

Comcast Cable Communications, Inc.

Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

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

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

SECTION 10.4 - ENTIRE AGREEMENT

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

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

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

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

(b) Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by

resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against Licensee in accordance with the provisions herein; and

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

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

Renewal Cable Television License for the City of Fitchburg, MA
06/01/21 – 05/31/31 (10 yrs)

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF
_____, 2021.

CITY OF FITCHBURG

By:

Honorable Stephen DiNatale, Mayor

COMCAST OF MASSACHUSETTS III, INC.

By:

Trevor Arp, Sr. Vice President
Greater Boston Region

EXHIBIT A

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT B

PEG ACCESS ORIGINATION LOCATIONS

- | | |
|--------------------------------|-------------------------|
| 1. Fitchburg City Hall | 718 Main Street |
| 2. Crocker Field | 25 Circle Street |
| 3. Fitchburg High School | 140 Am-How Farm Road |
| 4. St. Bernard's Activity Ctr. | 298 Summer Street |
| 5. Wallace Civic Center | 1000 John Fitch Highway |
| 6. FSUHeadEnd | 160 Pearl Street |
| 7. Monty Tech | 1050 Westminster Street |
| 8. Elliot Field (FSU) | Pearl Hill Road |
| 9. Riverfront Park | Boulder Drive |
| 10.FATV Studio | 175 Kimball Street |