

-Cambridge Cable Television Renewal License-

**AGREEMENT TO ACCOMPANY
CABLE TELEVISION
RENEWAL LICENSE**

GRANTED TO
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

BY
YI-AN HUANG,
CITY MANAGER
ISSUING AUTHORITY FOR

CITY OF CAMBRIDGE,
MASSACHUSETTS

DRAFT

-Cambridge Cable Television Renewal License-
Term: / /2023 – / /2033

CABLE TELEVISION RENEWAL LICENSE

SIDE AGREEMENTS

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AGREEMENT

This Agreement, in five parts, is made this ____ day of _____, 2023 (the “Agreement”), between the City of Cambridge, Massachusetts, by and through its City Manager as Issuing Authority (the “City”) and Comcast Cable Communications Management, LLC (“Comcast”) (together the “Parties” and each a “Party”).

WHEREAS, Comcast operates a cable television system in Cambridge, Massachusetts pursuant to an existing cable television license (the “Cable License”) issued by the City, which is scheduled to expire on upon the execution of a new ten-year cable television license (the “Renewal License.”) This Renewal License has been the subject of robust negotiations between the Parties, and all agree that completion of the Renewal License is contingent upon the adoption of this Agreement.

NOW THEREFORE, in consideration of the exchange of promises and covenants herein contained and contained in the Renewal License, the legal sufficiency of which is hereby acknowledged, the Parties agree:

(1) This Agreement shall be effective on the date that Renewal License is adopted and becomes final, which date shall be referred to as the “Effective Date” as defined in the Renewal License.

(2) All Capitalized terms in this Agreement, unless defined herein, shall have the same meaning as provided in the Renewal License.

(3) The terms of this Agreement shall be governed by Massachusetts law and not the law of any other state.

(4) The Parties further agree that any suits brought in connection with disputes relating to the Agreement shall be brought in the Middlesex Superior Court.

(5) This Agreement shall not alter, modify, revise, or amend in any way the terms of the Cable License or Renewal License.

(6) The Parties agree that this Agreement is a binding agreement, which creates enforceable rights between the Parties and is intended as a final and binding contract. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, transferees and assigns.

(7) This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written negotiations, understandings, discussions, statements or agreements (oral or written), between the subject matter hereof. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by both Parties.

(8) This Agreement may be executed by each Party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together constitute but one and the same instrument. Signatures on an electronic image (such as .PDF), and electronic signatures will be deemed to be original signatures.

(9) Each of the Parties represents and warrants that the person executing this Agreement on its behalf has the authority necessary to execute this Agreement on behalf of that Party and those related persons and entities bound hereby; that this Agreement is fully binding and enforceable in accordance with its respective terms; and that no other consents or approvals of any person, firm or entity not a party hereto are required, or necessary for this Agreement to be binding.

SECTION 1. FRANCHISE FEE SETTLEMENT

1.1 To resolve a franchise fee dispute between the Parties, within thirty (30) days of the Effective Date, Comcast shall pay to the City the sum of Three Hundred and Twelve

Thousand Dollars (\$312,000.00) (the “Settlement Sum”) to be used by the City for Cambridge for Digital Inclusion purposes. The City’s use of the Settlement Sum for Digital Inclusion purposes shall be separate and apart from any agreed upon cable related needs payments to be paid by Comcast to the City pursuant to the Renewal License.

1.2 The City accepts Comcast’s fulfillment of the terms of this Section 1 of the Agreement as fully resolving any and all claims regarding Franchise – Fees previously collected by Comcast from its Cambridge cable television Subscribers under the Cable License through the date hereof.

1.3 The payment required of this Agreement shall not constitute an admission by Comcast regarding any factual or legal position.

SECTION 2 SENIOR CITIZEN DISCOUNT

2.1 Comcast shall offer a discount for eligible senior citizens of the price of certain cable television service levels (the “Senior Discount”) during the term of and concurrent with the Renewal License. Specifically:

2.1.1 All seniors (65+), regardless of income, are eligible for a 10% discount on the Basic Service tier from Comcast in Cambridge;

- A. The discount described in 2.1.1 above shall also be available to Cambridge seniors that subscribe to Digital Starter (or equivalent); and
- B. The purchase of add-on options such as HBO will not negate the discount on the core Digital Starter.

SECTION 3 PEG RELATED ISSUES

3.1 In a July 1, 2011 Memorandum of Agreement (the “2011 Agreement”), the Parties made certain representations and commitments with respect to PEG in Cambridge.

3.2 This Agreement seeks to memorialize that the commitments in the 2011 Agreement were met, and in some cases upgraded to obligations set forth in the 2023 Renewal License. Specifically:

3.2.1 Comcast's Cable System has been fully digitized including:

A. Comcast will continue to carry all PEG channels on the introductory tier of service; and

B. All necessary digital reception equipment has been provided to Subscribers, public buildings and schools on the primary Cable Service outlet.

3.3 PEG Access Channels will be delivered in HD on the schedule outlined in the 2023 Renewal License;

3.4 Comcast will facilitate inclusion of PEG Access Channel programming on the System's Program Guide as outlined in Section 6.11 of the Renewal License.

3.5 As provided in Section 6.4 of the Renewal License, Comcast will provide a seventh (7th) PEG Access Channel and reaffirms that the allocation of PEG Access Channels for public, educational and government use is the exclusive right of the City.

3.5.1 The City agrees that three years following the Effective Date of the 2023 Renewal License, Comcast may ask for an audit of programming hours and explore discussions with the City regarding the potential return of the lowest programmed hours.

3.6 The Parties agree that as of the effective date of the 2023 Renewal License, the numerical locations for the six (6) PEG Access Channels are Channels 8, 9, 10, 22, 98, and 99. The Parties will seek to reach an agreement on the numerical location on which the seventh (7th) PEG Access Channel will be located.

3.7 Comcast will shift PEG Access Channel numerical locations only in accordance with Federal or state law and/or regulations and subject to the following:

3.7.1 The new seventh (7th) PEG Access Channel's numerical location shall be proximate to over the air broadcast television stations, news and or public affairs services;

3.7.2 Comcast shall reimburse the City, or its designated PEG Access Channel programmer or operator at the City's sole election, for all reasonable administrative, promotional, legal and marketing costs not to exceed \$3,500 (three thousand five hundred dollars) per PEG Access Channel arising as a result of changing the PEG Access Channel's numerical location; and

3.7.3 Comcast shall provide notice as provided below:

(i) Comcast shall provide written notice to the Issuing Authority and to its designated PEG Access Channel programmer or operator sixty (60) days prior to moving or otherwise relocating any PEG Access Channel;

(ii) Comcast shall provide notice to Subscribers via a message on Subscriber's bills up to thirty (30) days prior to and thirty (30) days following the date that any PEG Access Channel's numerical location is moved or otherwise relocated; and

(iii) Comcast shall distribute a Cambridge created public service announcement describing such PEG Access Channels' numerical location changes on the Digital Starter tier of channels for up to thirty (30) days prior to and thirty (30) days following any such changes.

3.7.4 On an annual basis, Comcast shall allow the Issuing Authority to submit a text message promoting PEG Access to be inserted on Subscriber bills. Such message shall be created by the City, its designated PEG Access Channel programmer or

operator at their expense and provided to the Issuing Authority for insertion on the Subscribers' bills. The Issuing Authority shall provide the message to Comcast sixty (60) days before the mailing of Subscribers' bills in a format provided by Comcast. The first message shall be submitted by the Issuing Authority no sooner than the one (1) year anniversary of the Effective Date of this Agreement. All costs for insertion and postage shall be provided by Comcast. In consideration of regulatory notification requirements, Comcast shall have final approval on the dates for insertion.

SECTION 4 THE COMCAST CUSTOMER GUARANTEE

4.1 Comcast provides an updated list of customer guarantees as outlined in Exhibit A.

SECTION 5 NON-PROFIT CABLE DROPS

5.1 Comcast will continue to provide one complimentary cable drop and outlet, and complimentary monthly Basic Cable Service to the buildings listed below in accordance with the same terms and conditions as outlined in Section 5.5 of the Renewal License.

Cronkite Graduate Center Harvard Taubman Building Holmes Hall	6 Ash Street 79 JFK St
Graduate Dorm Account	1595 Massachusetts Avenue
Harvard U School of Government Kennedy School	24 Everett Street 79 JFK Street Rm L120
Kennedy School	79 JFK Street Rm 254
Media Div Harvard U	79 JFK Street Rm 168
Lesley College	6 Appian Way
Lesley College	30 Mellen St. #1
Lesley College	30 Mellen St. #1
Lesley College	30 Mellen St. #2
Lesley College	23 Mellen St.#2
MIT House Vis Furn	29 Everett St
MIT House Vis Furn	60 Wadsworth St. E55 28B
MIT House Vis Furn	60 Wadsworth St. E55 28C
MIT House Vis Furn MIT House Vis Furn	60 Wadsworth St. E55 28D
New England School of English	60 Wadsworth St. E55 28E 60 Wadsworth St. E55 28F 5 Lee Street

SIGNATURE PAGE

In Witness Whereof, this ____ Day of _____ 20 ____, the below signatures represent that all terms and conditions are hereby agreed to by Comcast Cable Communications Management, LLC and by the City Manager of the City of Cambridge, Massachusetts, as Issuing Authority for the City of Cambridge.

City of Cambridge, MA
By: **YI-AN HUANG**

City Manager

Comcast Cable Communications Management, LLC
By:

Trevor W. Arp, Sr. Vice President
Greater Boston Region

Approved as to Form:
By: Nancy E. Glowa

Cambridge City Solicitor

Exhibit A

The Comcast Customer Guarantee

We make the following guarantees to our customers:

- We will give you a 30-day, money-back guarantee on our video, voice or high-speed services.
- If you're not satisfied with these services and wish to cancel for any reason, you can do so in the first 30 days and get your money back. Simply return all equipment in good working order and we'll refund the monthly recurring fee for your first 30 days of service and any charges you paid for standard installation.
- We will always be on time within your appointment window or we'll give you a \$20 account credit.
- As a courtesy, we will call you before we arrive at your home. And if we fail to arrive for a scheduled visit during the appointment window, we will credit \$20 to your account.
- We will resolve routine issues in one visit or give you a \$20 account credit.
- After the first visit to your home, if we do not satisfactorily complete installation or can't resolve a routine issue, we will credit \$20 to your account. Additionally, we won't charge you for a service visit that results from a Comcast equipment or network problem.
- We will treat you and your home with courtesy and respect.
- Our technicians will display their Comcast identification clearly when they arrive at your home. They will be trained and equipped to complete the job on the first visit.
- Our Customer Account Executives (CAEs) will be courteous and knowledgeable when you contact us.
- We're here for you; 24 hours a day, 7 days a week to answer questions at your convenience.
- You can contact us regarding any service-related issue by calling 1-800-COMCAST or in any of the following ways:
 - Online, via Ask Comcast
 - Live Chat online with a Comcast Technician
 - Online community forum
 - Send us an e-mail and receive a response within 24 hours
- We will offer easy-to-understand packages and provide you with a clear bill.
- Our packages are designed to be straightforward. A call or visit to our website makes it easy to find a package that's right for you. We aim for the same clarity with our bills. You can view your monthly statement and service details anytime by visiting Comcast Customer Central.
- We will continually offer the best and most video choices.

We're working hard to bring more choices to our customers instantaneously by using the full power of our advanced network and decades of television experience. We will use On Demand to bring you dramatically more content choices, including more movies, more sports, more kids programs, more network TV shows and more HD than anyone else.