

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

Cable Television Franchise

Renewal License

ISSUED TO

COMCAST OF SOUTHERN NEW ENGLAND, INC.,

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TABLE OF CONTENTS

1

2 INTRODUCTION..... 6

3 ARTICLE 1- DEFINITIONS..... 7

4 SECTION 1.1 - DEFINITIONS ..... 7

5 ARTICLE 2 - GRANT OF RENEWAL LICENSE .....13

6 SECTION 2.1 - GRANT OF LICENSE ..... 13

7 SECTION 2.2 - RIGHTS AND PRIVILEGES OF LICENSEE ..... 13

8 SECTION 2.3 - APPLICABLE LAW ..... 13

9 SECTION 2.4 - TERM OF RENEWAL LICENSE..... 13

10 SECTION 2.5 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

11 ..... 14

12 SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE ..... 14

13 SECTION 2.7 - POLICE AND REGULATORY POWERS ..... 14

14 SECTION 2.8 - REMOVAL OR ABANDONMENT ..... 15

15 SECTION 2.9 - PROCEEDINGS UPON EXPIRATION OR REVOCATION 15

16 ARTICLE 3 - SYSTEM DESIGN, CONSTRUCTION AND OPERATION.....16

17 SECTION 3.1 – AREA TO BE SERVED [SEE G.L.c. 166A §3(a)] ..... 16

18 SECTION 3.2 – SUBSCRIBER NETWORK ..... 16

19 SECTION 3.3 – SERVICE TO RESIDENTIAL, DWELLINGS: STANDARD

20 DROP ..... 17

21 SECTION 3.4 – SERVICE TO PUBLIC BUILDINGS AND SCHOOLS ..... 17

22 SECTION 3.5 – STANDBY POWER ..... 18

23 SECTION 3.6 – TREE TRIMMING ..... 18

24 SECTION 3.7 – UNDERGROUND WIRING OF UTILITIES ..... 18

25 SECTION 3.8 – PEDESTALS AND VAULTS ..... 19

26 SECTION 3.9 – PRIVATE PROPERTY ..... 19

27 SECTION 3.10 – RESTORATION TO PRIOR CONDITION ..... 19

28 SECTION 3.11 – COOPERATION WITH BUILDING MOVERS ..... 19

29 SECTION 3.12 – DISCONNECTION AND RELOCATION OF FACILITIES

30 ..... 20

31 SECTION 3.13 – RESERVED ..... 20

32 SECTION 3.14 – SERVICE INTERRUPTION; REBATES ..... 20

33 SECTION 3.15 – CONSTRUCTION AND MAINTENANCE STANDARDS ..... 20

34 SECTION 3.16 – RIGHT OF INSPECTION ..... 21

35 SECTION 3.17 – EMERGENCY REMOVAL OF PLANT ..... 21

36 SECTION 3.18 – EMERGENCY AUDIO ALERT ..... 21

37 ARTICLE 4 - RATES AND PROGRAMMING..... 22

38 SECTION 4.1 – INITIAL RATES..... 22

39 SECTION 4.2 – RATE REGULATION ..... 22

40 SECTION 4.3 – PROGRAMMING CATEGORIES..... 22

41 SECTION 4.4 – PROGRAMMING TIERS ..... 22

42 SECTION 4.5 – LEASED ACCESS ..... 23

43 SECTION 4.6 – STEREO TV TRANSMISSIONS..... 23

44 SECTION 4.7 – CHANNEL LINEUP ..... 23

45 SECTION 4.8 - REMOTE CONTROLS ..... 23

46 SECTION 4.9 – EXTERNALIZATION OF CAPITAL COSTS ..... 23

47 SECTION 4.10 – RESERVED ..... 23

48 ARTICLE 5 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS AND INSTITUTIONAL

49 NETWORK ..... 24

50 SECTION 5.1 – PUBLIC, EDUCATIONAL AND GOVERNMENTAL

51 ACCESS ..... 24

1	SECTION 5.2 - PUBLIC ACCESS TO THE CABLE SYSTEM.....	24
2	SECTION 5.3 - ANNUAL OPERATING FUNDS; ACCESS FUNDING.....	25
3	SECTION 5.4 - CAPITAL FACILITIES PAYMENTS .....	26
4	SECTION 5.5 - EDUCATIONAL ACCESS CHANNEL .....	26
5	SECTION 5.6 - RESERVED.....	27
6	SECTION 5.7 - MUNICIPAL ACCESS CHANNEL .....	27
7	SECTION 5.8 - FUNDING FOR MUNICIPAL ACCESS PROGRAMMING .....	27
8	SECTION 5.9 - SYSTEM DESIGN.....	28
9	SECTION 5.10 - SYSTEM MAINTENANCE OF CHANNELS.....	28
10	SECTION 5.11 - RIGHT OF PUBLIC SERVICE ANNOUNCEMENT .....	
11	INSERTION.....	28
12	SECTION 5.12 - MISCELLANEOUS ACCESS MATTERS.....	28
13	SECTION 5.13 - TELECOMMUNICATIONS TECHNOLOGY FUND .....	29
14	SECTION 5.14 - ADDITIONAL ACCESS OBLIGATIONS .....	29
15	SECTION 5.15 - TRANSITION .....	31
16	SECTION 5.16 - RESERVED .....	31
17	SECTION 5.17 - INSTITUTIONAL NETWORK ("I-NET").....	31
18	<b>ARTICLE 6 - SUBSCRIBER RIGHTS AND CONSUMER PROTECTION .....</b>	<b>35</b>
19	SECTION 6.1 - CUSTOMER SERVICE.....	35
20	SECTION 6.2 - TELEPHONE ACCESS, INSTALLATIONS, OUTAGES	
21	AND SERVICE CALLS.....	35
22	SECTION 6.3 - CUSTOMER SERVICE CALL CENTERS .....	35
23	SECTION 6.4 - INSTALLATION VISITS; SERVICE CALLS; RESPONSE	
24	TIME .....	36
25	SECTION 6.5 - MINIMUM SUBSCRIBER INFORMATION.....	37
26	SECTION 6.6 - PARENTAL CONTROL .....	38
27	SECTION 6.7 - BILLING AND TERMINATION PROCEDURES.....	38
28	SECTION 6.8 - VOLUNTARY DISCONNECTION OF SERVICE.....	38
29	SECTION 6.9 - BILLING DISPUTES.....	38
30	SECTION 6.10 - PROTECTION OF SUBSCRIBER PRIVACY.....	39
31	SECTION 6.11 - PRIVACY.....	39
32	SECTION 6.12 - POLLING BY CABLE.....	39
33	SECTION 6.13 - INFORMATION WITH RESPECT TO VIEWING HABITS	
34	AND SUBSCRIPTION DECISIONS .....	39
35	SECTION 6.14 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY	
36	INFORMATION .....	40
37	SECTION 6.15 - MONITORING .....	40
38	SECTION 6.16 - EMPLOYEE IDENTIFICATION CARDS.....	40
39	SECTION 6.17 - TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS	
40	.....	40
41	SECTION 6.18 - NON-DISCRIMINATION.....	41
42	SECTION 6.19 - MUNICIPAL ACCESS TO LICENSEE'S SURVEY	
43	MATERIALS.....	42
44	<b>ARTICLE 7 - LICENSE ADMINISTRATION.....</b>	<b>43</b>
45	SECTION 7.1 - REGULATORY AUTHORITY.....	43
46	SECTION 7.2 - INDEMNIFICATION .....	43
47	SECTION 7.3 - INSURANCE.....	44
48	SECTION 7.4 - PERFORMANCE BOND .....	44
49	SECTION 7.5 - SERVICE INTERRUPTIONS.....	45
50	SECTION 7.6 - PERFORMANCE EVALUATION SESSIONS .....	45
51	SECTION 7.7 - NON-PERFORMANCE BY THE LICENSEE .....	46
52	SECTION 7.8 - LICENSE FEE ENTITLEMENT .....	46
53	SECTION 7.9 - RESERVED.....	46
54	SECTION 7.10 - SUBSCRIBER AND USER COMPLAINTS .....	46
55	SECTION 7.11 - SUBSCRIBER COMPLAINT REPORT.....	46

1	SECTION 7.12 - INDIVIDUAL COMPLAINT REPORTS .....	47
2	SECTION 7.13 - QUALITY OF SERVICE .....	47
3	SECTION 7.14 - SERVICE INTERRUPTION REPORT .....	47
4	SECTION 7.15 - FINANCIAL REPORTS .....	47
5	SECTION 7.16 - RESERVED .....	48
6	SECTION 7.17 - LINE EXTENSION REPORT .....	48
7	SECTION 7.18 - RESERVED .....	48
8	SECTION 7.19 - REVOCATION OF RENEWAL LICENSE .....	48
9	SECTION 7.20 - CABLE COORDINATOR .....	48
10	<b>ARTICLE 8 - GENERAL PROVISIONS .....</b>	<b>49</b>
11	SECTION 8.1 - LICENSE AS CONTRACT UNDER SEAL .....	49
12	SECTION 8.2 - ENTIRE AGREEMENT .....	49
13	SECTION 8.3 - CAPTIONS .....	49
14	SECTION 8.4 - SEVERABILITY .....	49
15	SECTION 8.5 - FORCE MAJEURE .....	49
16	SECTION 8.6 - NOTICES .....	50
17	SECTION 8.7 - RESERVED .....	51
18	SECTION 8.8 - SUBSCRIBER TELEVISION SETS .....	51
19	SECTION 8.9 - COST OF PUBLICATION .....	51
20	SECTION 8.10 - JURISDICTION .....	51
21	SECTION 8.11 - INCORPORATION BY REFERENCE .....	51
22	<b>ARTICLE 9 - DETERMINATION OF BREACH-LIQUIDATED DAMAGES- LICENSE</b>	
23	<b>REVOCATION .....</b>	<b>52</b>
24	SECTION 9.1 - DETERMINATION OF BREACH .....	52
25	SECTION 9.2 - LIQUIDATED DAMAGES .....	53
26	SECTION 9.3 - RESERVED .....	54
27	SECTION 9.4 - TERMINATION .....	54
28	SECTION 9.5 - NO WAIVER-CUMULATIVE REMEDIES .....	55
29	<b>SIGNATURE PAGE .....</b>	<b>56</b>
30	<b>TABLE OF SCHEDULES/EXHIBITS .....</b>	<b>57</b>
31	Schedule 4.1 - Rates as of Effective Date .....	58
32	Schedule 4.3 - Broad Categories of Programming .....	62
33	Schedule 4.4 - Channel Line-Up as of Effective Date .....	63
34	Schedule 4.5 - Leased Access Policy .....	65
35	Schedule 5.1 - Lowell I-Net Locations .....	67
36	Schedule 5.3 - Payment Schedule .....	69
37	Schedule 6.2 - Customer Service Obligations .....	74
38	Schedule 6.4 - Customer Service Procedures as of Effective Date .....	76
39	Schedule 6.7 - Billing and Termination Regulations .....	81
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## CITY OF LOWELL

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## CABLE TELEVISION FRANCHISE

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## RENEWAL LICENSE

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### INTRODUCTION

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WHEREAS, Comcast of Southern New England, Inc., (hereinafter "Licensee") is the duly authorized holder of a license to operate a Cable Communications System in the City of Lowell, Massachusetts (hereinafter the "City"), as amended, said license having originally commenced on October 11, 1992.

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WHEREAS, Licensee filed a written request for a renewal of its license by letter dated February 8, 2011, in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and Licensee filed a renewal proposal dated June 11, 2013;

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WHEREAS, there has been an opportunity for public comment, and both parties conducted ascertainment to ascertain the future cable-related needs of the community, as required by Section 626(h) of the Cable Act;

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WHEREAS, the City Manager, as the Issuing Authority, finds that the renewal of Licensee's license is appropriate in light of its past performance, its renewal proposal and successful and mutual resolution of compliance-related matters under Prior License, with such resolution being the adoption of this renewal license;

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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, as set forth herein.

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## ARTICLE 1 - DEFINITIONS

### SECTION 1.1 - DEFINITIONS

For the purpose of this License, the following words, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. The word "shall" is always mandatory and not merely directory.

a) Access Channel: - A video programming channel which Licensee makes available to the Issuing Authority without cost for the purpose of transmitting non-commercial programming by members of the public, City department and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531 and the terms herein.

b) Access Corporation: The entity, currently Lowell Telecommunications Corporation, as designated by the Issuing Authority, and pursuant to the terms herein, for the purpose of operating and managing the use of Public Access funding, equipment and channels on the cable television system in accordance with 47 U.S.C 531.

c) Affiliate (or Affiliated Person): When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

d) Basic Cable Service (or Basic Service): Means the lowest tier of service which includes the retransmission of local television broadcast signals.

e) Cable Act: Shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996), and also various applicable sections of 47 U.S.C. Chapter 10, all said acts as amended and as may be further amended.

f) Cable Division: Shall mean the Department of Telecommunications & Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A), formerly known as the Massachusetts Community Antenna Television Commission, the Cable Television Division of the Massachusetts Department of Telecommunications and Energy, or its successor agency.

g) Cable Service or Service: The one-way transmission to subscribers of video programming or

1 other programming services, together with subscriber interaction, if any, which is required for the selection  
2 or use of such programming which Licensee may make available to subscribers generally, in accordance with  
3 the Cable Act and shall include any service determined in the future to be a Cable Service in accordance with  
4 applicable law.

5 h) Cable Television System or Cable System: Means the facility owned, constructed, installed,  
6 operated and maintained by Licensee in the City of Lowell, consisting of a set of closed transmission paths  
7 and associated signal generation, reception, and control equipment that is designed to provide Cable Service  
8 which includes video programming and which is provided to multiple subscribers within a community, but  
9 such term does not include (a) a facility that serves only to retransmit the television signals of one or more  
10 television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a  
11 facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable  
12 Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of  
13 the Cable Act) to the extent such facility is used in the transmission of video programming or other  
14 programming services directly to subscribers unless the extent of such use is solely to provide interactive on-  
15 demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities  
16 of any electric utility used solely for operating its electric utility systems.

17 i) City: Means the City of Lowell, Massachusetts.

18 j) Channel: A portion of the electromagnetic frequency spectrum which is used in a cable system and  
19 which is capable of delivering a television channel as television channel is defined by the FCC.

20 k) CMR: Code of Massachusetts Regulations.

21 l) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

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

25 n) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may control  
26 reception capacity and/or unscramble coded Signals distributed over the Cable System.

27 o) Digital Cable Service: is a system for broadcasting and receiving audio and video by means of  
28 digital signals which take up less bandwidth, resulting in the ability to broadcast more digital channels in the  
29 same bandwidth space.

30 p) Drop: Means the coaxial or fiber cable that connects a home or building Outlet to the Subscriber  
31 Network, Institutional Network, or Video Return Line.



1       q) Downstream Channel: A channel over which signals travel from the Cable System Headend or  
2       Hub to an authorized recipient of Programming.

3       r) Educational Access: The specific channel(s) and the programming thereon made available by  
4       the Licensee on the Cable System which has been allocated for use by educational organizations and  
5       institutions in the City, and the use thereof, to present non-commercial educational programming or  
6       information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms  
7       hereof.

8       s) Effective Date: October 11, 2013.

9       t) FCC: The Federal Communications Commission, or any successor agency.

10      u) Franchise Fee: Means the payments to be made by Licensee to the Issuing Authority, the City, and  
11      or any other governmental subdivision, including the Access Corporation, and as set forth in Section 622(g) of  
12      the Cable Act.

13      v) Government Access: The channel(s) and the programming thereon made available by the  
14      Licensee on the Cable System which has been allocated for use by the City, the Issuing Authority or their  
15      designee(s), and the use thereof, to present non-commercial programming or information as determined by  
16      the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

17      w) Gross Annual Revenues: Any and all revenue, which is derived by Licensee and calculated in  
18      accordance with Generally Accepted Accounting Principles ("GAAP"), from provisioning and operation of  
19      Cable Service over the Cable System within the City, including, without limitation: the distribution of any  
20      Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable  
21      Service fees and/or Cable Service charges received from Subscribers; installation, reconnection, downgrade,  
22      upgrade and any similar fees; all Digital Cable Service revenues, interest collected on Subscriber fees and/or  
23      charges; fees paid on all Subscriber fees; all Commercial Subscriber's Cable Service revenues; all Pay Cable,  
24      pay-per-view revenues; any other services now or in the future deemed to be lawful for purposes or  
25      computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable  
26      Services; fees paid for channels designated for commercial use; Converter, remote control and other  
27      equipment rentals, and/or leases and/or sales; all home-shopping service(s) revenues; all interactive  
28      Service(s) revenues, and advertising revenues. In the event that an Affiliate and/or any other Person is  
29      responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising  
30      revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's  
31      use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross  
32      Revenue of any other Person which is received or otherwise derived directly or indirectly from or in  
33      connection with the operation of the Cable System to the extent that said revenue is received or derived,

1 through a means which has the effect of avoiding payment of License Fees to the City that would otherwise  
2 be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such  
3 revenue of such Affiliate(s) and/or Person(s) relating to Signal carriage over the Cable System and not the  
4 gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.  
5 Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAPP;  
6 provided, however, that all or any part of any such actual bad debt that is written off, but subsequently  
7 collected, shall be included in Gross Annual Revenues in the period so collected.

8 x) Headend (or Head End): The electronic control center of the Cable System containing  
9 equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable  
10 System.

11 y) Hub (or Hub Site): A sub-Headend, generally located within a cable television community, used  
12 either for the purpose of Signal Processing or switching.

13 z) Institutional Network (I-Net): The separate existing fiber-optic and/or fiber-optic/coaxial  
14 hybrid system, consisting of Upstream and Downstream channels or combined digital channels, said  
15 channels made available by the Licensee for the use of the Issuing Authority and/or its departments and  
16 designees, capable of transmitting video and audio among and between the various I-Net locations listed on  
17 Schedule 5.1.

18 aa) Issuing Authority: Means the City Manager of the City of Lowell, Massachusetts.

19 bb) Leased Access Channel: Any channel available for lease for programming by persons other than  
20 Licensee subject to and in accordance with 47 U.S.C. 532.

21 cc) License Fee or Franchise Fee: The payments to be made by the Licensee to the City and/or the  
22 designated Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

23 dd) Licensee: Comcast of Southern New England, Inc., or any successor or transferee in accordance  
24 with the terms and conditions in this License.

25 ee) Multichannel Video Programming Distributor: A person such as, but not limited to, a cable  
26 operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television  
27 receive-only satellite program distributor, who makes available for purchase, by subscribers or customers,  
28 multiple channels of video programming.

29 ff) Municipal Access Channel: Any channel which has been allocated for use by the Issuing  
30 Authority or his/her designee for access purposes in accordance with 47 United States Code 531 and the terms  
31 herein.

- 1       gg) Normal Business Hours: Those hours during which most similar businesses in the community  
2 are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least  
3 one (1) night per week and/or some weekend hours.
- 4       hh) Origination Capability or Origination Point: An activated connection to an I-Net Upstream  
5 Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- 6       ii) Outlet: Means an interior or exterior receptacle mounted in a wall that connects a Subscriber's or  
7 User's television set or a Subscriber-owned or User-owned equipment to the Cable System. An Outlet can  
8 contain connections to either the Subscriber Network and/or the I-Net for users.
- 9       jj) Pay Cable or Premium Cable Services: Programming delivered for a fee or charge to Subscribers  
10 on a per-channel basis or as a package of services, not including basic service and other regulated tiers.
- 11       kk) PEG: The acronym for "public, educational and governmental," used in conjunction with Access  
12 Channels, support and facilities.
- 13       ll) PEG Access: Means the right or ability of any City residents, organizations, schools, and/or  
14 governmental entities to use designated facilities, equipment and/or channels of the Cable System in  
15 accordance with 47 U.S.C. 531 and this Renewal License.
- 16       mm) PEG Access Channels: Any channel(s), made available by the Licensee for the presentation of  
17 PEG Access Programming.
- 18       nn) PEG Programming: Means programming produced for, by, or through PEG Access.
- 19       oo) Person: Means any natural person or any association, firm, partnership, joint venture, corporation,  
20 or other legally recognized entity, individual or group of individuals whether for-profit or not-for-profit, but  
21 shall not mean the Issuing Authority.
- 22       pp) Prior License: The Cable Television License in effect prior to the execution of this Renewal  
23 License, for the period October 11, 2008 through October 10, 2013.
- 24       qq) Public Access Channel(s): Any specific channel(s) on the Cable System made available by the  
25 Licensee, which has been allocated for use by individuals and/or organizations, and the use thereof, to present  
26 non-commercial programming and/or information in accordance with 47 U.S.C. 531 and the terms hereof.
- 27       rr) Public Ways: The surface of, as well as the spaces above and below, any and all air rights, public  
28 streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that  
29 are in the nature of streets and roads or any other easements or rights of way dedicated for compatible uses, and

1 other publicly owned real ways within or belonging to the City now or hereafter existing. Reference herein to  
2 "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property  
3 rights are sufficient to permit its use for any purpose without applicable legally required permits, or that the  
4 Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already  
5 possessed by the City.

6 ss) Renewal License: The non-exclusive Cable Television Licensee granted to the Licensee by this  
7 instrument.

8 tt) Scrambling/encoding: The electronic distortion of Signal(s) in order to render it unintelligible or  
9 unperceivable without the use of a Converter or other authorized and otherwise lawful decoding device.

10 uu) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service which is  
11 offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

12 vv) Signal: Any transmission of electromagnetic or optical energy, which carries Programming from  
13 one location to another.

14 ww) Subscriber: Any Person, firm, corporation or other entity, located in the City, who or which elects  
15 to subscribe to, for any purpose, to a Service provided by the Licensee by means of, or in connection with, the  
16 Lowell Cable Television System.

17 xx) Trunk, Feeder Line, and Distribution System: That portion of the Cable System for the delivery of  
18 Signals, but not including Drop cables to the Subscriber's residences.

19 yy) Upstream Channel: A channel over which signals travel from an authorized location to the Cable  
20 System Headend and/or the I-Net Hub Site.

21 zz) User: A Person utilizing the Cable Television System or the I-Net, including all PEG related  
22 facilities for purposes of production and/or transmission of electronic or other Signals as opposed to  
23 utilization solely as a Subscriber.

24 aaa) Video Programming or Programming: The programming provided by, or generally considered  
25 comparable to programming provided by, a television broadcast station.

26 bbb) Video Return Line: A channel over which signals travel from an authorized location to the Cable  
27 System Headend and/or the I-Net Hub Site.

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## **ARTICLE 2 - GRANT OF RENEWAL LICENSE**

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### **SECTION 2.1 - GRANT OF LICENSE**

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Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Act, the City Manager, as the Issuing Authority of the City, hereby grants a non-exclusive cable television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable System within the corporate limits of the City of Lowell.

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### **SECTION 2.2 - RIGHTS AND PRIVILEGES OF LICENSEE**

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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 in, under, over, along, across or upon the Public Ways of the City of Lowell within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services, I-Net services, and other services provided by a cable operator subject to and in accordance with all applicable laws.

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### **SECTION 2.3 - APPLICABLE LAW**

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This License is granted under, in compliance with and subject to Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), all as may be amended, and in compliance with and subject to all other, lawful and generally applicable municipal, state and federal rules and regulations in force and effect, all as may be amended, during the period for which this License is granted.

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### **SECTION 2.4 - TERM OF RENEWAL LICENSE**

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The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on October 11, 2013, following the expiration of the current license, and shall terminate at midnight on October 10, 2023.

1       **SECTION 2.5 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE**

2           (a)    To the extent required by G.L.c. 166A, Section 7, and the regulations of the Cable Division  
3 promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred or  
4 assigned without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or  
5 arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application and forms  
6 therefore as provided by the Cable Division and on FCC or other applicable forms. The application for transfer  
7 consent shall be signed by Licensee and by the proposed transferee or assignee.

8           (b)    Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and  
9 conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any  
10 transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this  
11 Renewal License.

12           (c)    The Licensee shall submit to the Issuing Authority four (4) copies, unless otherwise directed,  
13 of the license transfer application, including any forms required by state or federal law.

14       **SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE**

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

20           (b)    The grant of any additional cable television license(s) shall be at the sole discretion of the  
21 Issuing Authority.

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

24       **SECTION 2.7 - POLICE AND REGULATORY POWERS**

25           By executing this License, Licensee acknowledges that its rights are subject to the powers of the City to  
26 adopt and enforce lawful general ordinances and bylaws necessary to the safety and welfare of the public and of  
27 general applicability and not specific to this License, not specific to Licensee, not specific to this Cable System or  
28 not specific to cable operators only. Licensee shall comply with all lawful applicable laws and ordinances enacted  
29 by the Issuing Authority pursuant to any such powers. Any substantial conflict between the terms of this Renewal

1 License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by  
2 a court of appropriate jurisdiction.

3 **SECTION 2.8 - REMOVAL OR ABANDONMENT**

4 Upon termination of this License by passage of time, license revocation or otherwise, and all appeals  
5 thereto have been exhausted, and unless Licensee renews its License for another term or Licensee transfers the  
6 Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures,  
7 poles, transmission and distribution systems and all other appurtenances from the Public Ways and places and shall  
8 restore all areas to their original condition.

9 If such removal is not complete within six (6) months of such termination, the Issuing  
10 Authority may deem any property not removed as having been abandoned. Upon written request of the  
11 Licensee, the Issuing Authority may waive this requirement for good cause shown.

12 **SECTION 2.9 - PROCEEDINGS UPON EXPIRATION OR REVOCATION**

13 In the event that this License is revoked, and all appeals have been exhausted, or that it  
14 expires, and the Issuing Authority denies the renewal application and all appeals have been exhausted, the  
15 Issuing Authority and the Licensee shall follow the provisions of Section 627 of the Cable Act, 47  
16 U.S.C. 547.

1                   **ARTICLE 3 - SYSTEM DESIGN, CONSTRUCTION AND OPERATION**

2                   **SECTION 3.1 – AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]**

3                   (a)     The area to be served shall be the entire City of Lowell. Service shall continue to be provided to  
4 every dwelling occupied by a person requesting Cable Service and shall continue to be available to dwellings on every  
5 Public Way, provided that the Licensee is able to obtain from property owners any necessary easements and/or  
6 permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984.

7                   (b)     Provided Licensee has at least forty-five (45) days prior notice concerning the opening of  
8 residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable  
9 in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a  
10 comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not  
11 in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee,  
12 shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and  
13 underground construction to the Licensee.

14                   **SECTION 3.2 – SUBSCRIBER NETWORK**

15                   (a)     The Licensee shall continue to make available to all residents of the City a minimum seven  
16 hundred fifty Megahertz (750 MHz) Cable Communications System.

17                   (b)     The Licensee shall not remove any television antenna of any subscriber but shall offer a device  
18 to allow subscribers to choose between cable and non-cable television reception, however, Licensee reserves  
19 the right to charge at cost for same.

20                   (c)     The Cable System shall be technically capable of transmitting City-specific access programming  
21 and commercial programming, provided however, Issuing Authority acknowledges it has no rights nor ability  
22 to mandate specific programming, however Issuing Authority reserves its rights with respect to access  
23 programming and such other programming as may be permitted by law.

24                   (d)     Upon and after the second anniversary of the Effective Date, upon written request of the  
25 Issuing Authority, Licensee and Issuing Authority shall meet to discuss technological developments and  
26 customer service issues and changes affecting the Cable System to apprise the Issuing Authority of changes  
27 affecting the foregoing and to engage in discussions of possible Licensee changes regarding the same.



1     **SECTION 3.3 – SERVICE TO RESIDENTIAL, DWELLINGS: STANDARD DROP**

2             The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the  
3 service area in the City regardless of its geographical location, subject to Section 3.1 above. Installation costs shall  
4 be nondiscriminatory except that an additional charge for time and materials may be made for non-standard and  
5 customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions.  
6 Any dwelling unit within two hundred fifty feet (250 ft.) of the cable plant for an aerial drop, or one hundred fifty  
7 feet (150 ft.) for an underground drop, shall be entitled to a standard installation rate, however, Licensee may  
8 reasonably charge subscribers for nonstandard and customized installations. Underground installations within 150  
9 feet of the existing cable plant requiring trunk or distribution type (e.g., amplifier and feeder cable) construction or  
10 involving a hard surface or that require boring through rock or under sidewalks and asphalt street are considered  
11 non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on  
12 investment. Subscribers may be charged for drops in excess of the standard footage or for non-standard  
13 installation drops, for materials and labor, and upon request, subscribers shall be provided an itemized cost estimate  
14 for the same prior to acceptance of the terms for such non-standard drop and such itemization shall disclose the  
15 basis for Licensee's deeming the installation non-standard. If requested by the Issuing Authority, Licensee  
16 shall meet with the Issuing Authority or his/her designee to discuss, for advisory purposes, the basis of Licensee's  
17 determining that an installation is non-standard.

18     **SECTION 3.4 – SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

19             (a) Licensee shall provide, at no charge, one (1) drop, outlet and the Cable Service to public schools,  
20 including the Greater Lowell Technical High School and municipal buildings along its cable routes upon written  
21 request of the Issuing Authority.

22             (b) Any locations in Lowell public schools, including Greater Lowell Technical High School and  
23 municipal buildings or municipal sites which have been wired by Licensee for service and provided service at no  
24 charge, including existing non-profit charitable organization locations, shall continue to receive such activated  
25 outlets of service as already provided.

26             (c) All future newly constructed schools shall be provided with one (1) standard drop for the Cable  
27 Service. Where a school has its own internal wiring for cable, Licensee will, following consultation with the City or  
28 its designee and subject to system compatibility, interconnect its cable to an existing or new school's internal wiring  
29 hub (also known as wire closet or main distribution frame) in lieu of interconnecting individual classrooms,  
30 however, in such case, Licensee is not responsible for the school's own internal wiring.

31             (d) All future municipal buildings, including schools, along the cable routes shall receive, at no charge,  
32 one (1) standard installation as described in Section 3.3, one (1) residential cable system drop tied into the new

1 building's internal wiring hub or wire closet (also known as main distribution frame). Upon written request of the  
2 City,, Licensee shall meet with the City's designee to provide reasonable consultation on how the municipal  
3 building wiring may be designed to be compatible with such cable service transmission to and from the building  
4 hub/wire closet.

5 (e) If necessary to receive the Cable Service, Licensee will continue to provide a converter to existing  
6 classrooms having converters, and, with respect to new buildings with internal wiring, shall provide only so many  
7 converters or equivalent devices as needed to implement networking of cable service through the internal wiring  
8 network, at no charge to the City, however, in the event of any damage to such converters, other than normal wear  
9 and tear, the School Department shall be responsible for same.

10 **SECTION 3.5 – STANDBY POWER**

11 The Licensee shall at all times maintain a minimum of twenty-four (24) hours standby power at the  
12 headend facility servicing the City. Such standby power shall have continuous capability, contingent upon  
13 availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of  
14 normal power supply.

15 **SECTION 3.6 – TREE TRIMMING**

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

20 **SECTION 3.7 – UNDERGROUND WIRING OF UTILITIES**

21 If transmission and distribution facilities of the respective public or municipal utilities, if any, in City are  
22 underground, the Licensee shall place its Cable Systems' transmission and distribution facilities underground;  
23 provided that such underground locations are actually capable of accommodating the Licensee's cable and other  
24 equipment without technical degradation of the Cable System's signal quality. In any area of City where the  
25 transmission or distribution facilities of the respective public or municipal utilities are both aerial and  
26 underground, the Licensee shall have the discretion to construct, operate, and maintain all of its transmission and  
27 distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to  
28 require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as  
29 customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related  
30 equipment. The Licensee shall be treated under this paragraph on parity with other utilities.

1     **SECTION 3.8 – PEDESTALS AND VAULTS**

2             In any cases in which vaults housing devices or pedestals are to be utilized, in the City Public Ways or  
3     within the City public layout, such equipment must be in accordance with applicable City Department, regulations  
4     or flush at ground level; provided, however, that Licensee may place devices, including amplifiers and line extenders  
5     in a low-profile electronic control box, at City approved locations to be determined when Licensee applies for an  
6     underground permit, as may be authorized by the City subject to requirements of general applicability. In any  
7     event, Licensee will comply with City ordinances or by-laws and regulations of general applicability with respect  
8     to the foregoing.

9     **SECTION 3.9 – PRIVATE PROPERTY**

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

15     **SECTION 3.10 – RESTORATION TO PRIOR CONDITION**

16            Whenever the Licensee takes up or disturbs any pavement, surface, sidewalk or other improvement of  
17     any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as  
18     before entry as soon as reasonably possible, subject to the generally applicable requirements of the City's  
19     Department of Public Works or their designee. If the Licensee fails to make such restoration within a reasonable  
20     time, the City may fix a reasonable time and notify the Licensee in writing of the restoration required and the  
21     time fixed for performance. Upon failure of the Licensee to comply within the time specified, the City may cause  
22     proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the  
23     Licensee upon demand by the City.

24     **SECTION 3.11 – COOPERATION WITH BUILDING MOVERS**

25            The Licensee shall, upon thirty (30) days written request of any person holding an appropriate permit  
26     issued by the City, temporarily raise or lower its lines to permit the moving of any building or other structure, so  
27     long as other comparable utilities are subject to similar requirements. The expense of such raising or lowering shall  
28     be in accordance with applicable law.

1     **SECTION 3.12 – DISCONNECTION AND RELOCATION OF FACILITIES**

2             (a)     The Licensee shall, at its sole cost and expense, protect, support, temporarily or permanently  
3     disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other  
4     Public Right of Ways and places, any of its property as required by the Issuing Authority or its designee by  
5     reason of traffic conditions, public safety, street construction, change or establishment of street grade, or  
6     construction of any public improvement or structure by any City department acting in a governmental capacity.

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

10            (c)     In either case, the Licensee shall have the right to seek reimbursement under any applicable  
11     insurance or government program for reimbursement.

12     **SECTION 3.13 – RESERVED**

13     **SECTION 3.14 – SERVICE INTERRUPTION; REBATES**

14            Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if  
15     practical, Licensee shall do so only during periods of minimum use. Rebates for service interruptions shall be in  
16     accordance with Section 7.5 of this Renewal License and applicable law.

17     **SECTION 3.15 – CONSTRUCTION AND MAINTENANCE STANDARDS**

18            (a)     The Licensee shall construct and operate a Cable System and render service to subscribers  
19     consistent with all applicable regulations during the term of this License. The construction, maintenance  
20     and operation of the Cable System for which this License is granted shall therefore be in conformance  
21     with, among other things, the applicable provisions of the National and Massachusetts Electrical Codes,  
22     the National Electrical Safety Code, the National Television Standards Code and the rules and regulations  
23     of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television  
24     Division and the FCC. Upon written request of the Issuing Authority, copies of any technical  
25     performance tests that may be required under FCC rules and regulations shall be submitted to the City.

26            (b)     All structures, lines, equipment, and connections in, over, under, and upon streets,  
27     sidewalks, alleys, and Public Ways and places of the City, wherever situated or located, shall at all times be  
28     kept and maintained in a safe condition and in good order and repair.

1     **SECTION 3.16 – RIGHT OF INSPECTION**

2           (a)    In the event the Issuing Authority reasonably suspects non-compliance with Cable  
3     System construction and maintenance terms of this License, the Issuing Authority or its designee(s)  
4     shall have the right to inspect all construction, installation and/or upgrade work performed subject to  
5     the provisions of this License and to make such tests as it shall deem necessary to ensure compliance  
6     with the terms and conditions of this License and all other applicable law. Any such inspection shall be  
7     conducted at reasonable times upon reasonable notice to Licensee. Licensee shall have the right to be  
8     present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.

9           (b)    In the event that such tests or inspections result in a finding of default by the Issuing  
10    Authority pursuant to Section 9.1, Licensee shall reimburse the City's reasonable inspection costs incurred  
11    under Section 3.16(a). Licensee reserves the right to challenge the reasonableness of such costs.

12    **SECTION 3.17 – EMERGENCY REMOVAL OF PLANT**

13           If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment  
14    of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or  
15    appurtenances of the Cable Communications System, the City shall have the right to do so at the sole cost and  
16    expense of Licensee, provided however that, wherever reasonably possible, the Issuing Authority shall give  
17    Licensee written notice and the ability to relocate wires, cable or other equipment, with said notice not being  
18    subject to the formal notice requirements of Section 8.6. Licensee shall have the right to seek and be eligible for,  
19    where applicable, reimbursement under any applicable government program and/or insurance providing for  
20    reimbursement.

21    **SECTION 3.18 – EMERGENCY AUDIO ALERT**

22           Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable  
23    laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the  
24    Cable System.  
25

1

## ARTICLE 4 - RATES AND PROGRAMMING

2     **SECTION 4.1 – INITIAL RATES**

3             The initial rates for all programming, installation and equipment which are in effect on the Effective Date  
4 of this License are listed in **Schedule 4.1** attached hereto. These rates are provided for informational purposes only  
5 and are subject to change at Licensee's sole discretion pursuant to applicable law.

6     **SECTION 4.2 – RATE REGULATION**

7             The Issuing Authority reserves the right to regulate rates for Cable Service to the extent such regulation is  
8 allowed at this time, or hereafter, under the applicable federal and state law.

9     **SECTION 4.3 – PROGRAMMING CATEGORIES**

10            (a) Pursuant to 47 U.S.C. 544, the Licensee shall maintain the mix, quality and broad categories of  
11 Video Programming as set forth in **Schedule 4.3**.

12            (b) Licensee shall comply with 76.309(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR  
13 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of Programming  
14 changes

15     **SECTION 4.4 – PROGRAMMING TIERS**

16            (a) The initial programming and services offered by Licensee are listed in **Schedule 4.4**, attached  
17 hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at  
18 Licensee's sole discretion pursuant to applicable law. The Licensee will voluntarily make best efforts to provide  
19 informational notice to the Issuing Authority forty-five (45) days prior to any such changes.

20            (b) Nothing in this section shall preclude any right of the Issuing Authority to participate in the  
21 formulation of a basic cable programming service for the City, should such right be granted to the City under  
22 applicable federal or state law in the future.

23