

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

Cable Television Franchise

Renewal License

ISSUED TO

COMCAST OF SOUTHERN NEW ENGLAND, INC.,

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**CITY OF LOWELL**

**CABLE TELEVISION FRANCHISE**

**RENEWAL LICENSE**

**INTRODUCTION**

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.

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;

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;

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;

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.

1  
2 **ARTICLE 1 - DEFINITIONS**

3 **SECTION 1.1 - DEFINITIONS**

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

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

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

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

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

19 e) Cable Act: Shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549,  
20 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as  
21 further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law  
22 No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110  
23 Stat. 56 (1996), and also various applicable sections of 47 U.S.C. Chapter 10, all said acts as amended and as  
24 may be further amended.

25 f) Cable Division: Shall mean the Department of Telecommunications & Cable established  
26 pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A), formerly known as the  
27 Massachusetts Community Antenna Television Commission, the Cable Television Division of the  
28 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.

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

2           **SECTION 2.1 - GRANT OF LICENSE**

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

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

8                   Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to  
9 construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the Public  
10 Ways of the City of Lowell within its municipal boundaries and subsequent additions thereto for the purpose of  
11 cable television system reception, transmission, collection, amplification, origination, distribution, and/or  
12 redistribution of Cable Services, I-Net services, and other services provided by a cable operator subject to and in  
13 accordance with all applicable laws.

14          **SECTION 2.3 - APPLICABLE LAW**

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

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

22                  The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall  
23 commence on October 11, 2013, following the expiration of the current license, and shall terminate at midnight  
24 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.  
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1     **SECTION 4.5 – LEASED ACCESS**

2             Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for  
3     commercial use by persons unaffiliated with Licensee. Upon request, Licensee shall provide interested persons  
4     and the issuing Authority a copy of its current leased access policy with current rates and terms for commercial  
5     leased access.

6     **SECTION 4.6 – STEREO TV TRANSMISSIONS**

7             All broadcast and satellite signals received at its headend by Licensee in stereo shall be cablecast  
8     in stereo.

9     **SECTION 4.7 – CHANNEL LINEUP**

10            Licensee shall notify the Issuing Authority and subscribers, 30 days in advance, of each change in  
11     programming services in accordance with applicable law. Licensee shall use its best efforts to provide sixty (60)  
12     days' notice to the Issuing Authority, prior to changing channel designations for PEG channels.

13    **SECTION 4.8 - REMOTE CONTROLS**

14            (a)     Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize  
15     remote control devices which are deemed compatible with the converter installed by Licensee at no charge.

16            (b)     Licensee takes no responsibility for changes in its equipment or services that might render  
17     inoperable the remote control devices acquired by Subscribers.

18    **SECTION 4.9 – EXTERNALIZATION OF CAPITAL COSTS**

19            Unless otherwise required by law, Licensee agrees to recover any capital costs subject to externalization  
20     over the full term of the License, except where as a result of transition to the Renewal License and/or transition  
21     to a transferee of the Licensee the implementation of pass through is delayed, however such delay shall not  
22     exceed approximately one (1) year.

23    **SECTION 4.10 – RESERVED**

1     **ARTICLE 5 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS AND**  
2                                   **INSTITUTIONAL NETWORK**

3     **SECTION 5.1 – PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

4             Public, Educational and Governmental ("PEG") Access Programming and facilities and equipment  
5     shall be provided pursuant to the provisions of this Article 5 and 47 U.S.C. s. 531.

6     **SECTION 5.2 – PUBLIC ACCESS TO THE CABLE SYSTEM**

7             (a)   Any resident of Lowell, or any organization based in Lowell, shall have the right to place  
8     programming on the Lowell Cable System Public Access channel subject to rules established by the Access  
9     Corporation, in accordance with any other rules established by the Issuing Authority. Such rules shall be subject to  
10    review and approval of the Issuing Authority. Such rules may condition access to equipment and facilities upon  
11    completion of a training program, or upon certification of proficiency by the Access Corporation.

12            (b)   The Access Corporation shall provide services to PEG Access Users and the City as follows:

13                   (1)   Operate the public access facility (studio) and schedule, operate and program the Public Access  
14     Channel as provided in accordance with this Article 5; with the Corporation's primary purpose and  
15     activity being operation of PEG cable television services;

16                   (2)   Manage the Access Corporation annual funding, pursuant to Section 5.3 and the terms herein;

17                   (3)   Purchase and/or lease equipment, with the funds allocated for such purposes in Section 5.4  
18     herein;

19                   (4)   Conduct regular training programs in the skills necessary to produce PEG Access  
20     Programming at levels substantially equivalent to those provided under the Prior License;

21                   (5)   Provide technical assistance and production services to PEG Access Users;

22                   (6)   Establish rules, procedures and guidelines (with consultation and consent of the Issuing  
23     Authority or its designee) for use of the Public Access Channel;

24                   (7)   Provide publicity, fundraising, outreach, referral and other support services to PEG Access



1 Users;

2 (8) Assist PEG Access Users in the production of Programming of interest to Subscribers and  
3 focusing on City issues, events and activities; and

4 (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the  
5 Public Access Channel, facilities and equipment as appropriate and necessary including development  
6 of and training in cable and related technologies useful to the City, Schools and general public.

7 **SECTION 5.3 – ANNUAL OPERATING FUNDS; ACCESS FUNDING**

8 (a) Licensee shall provide an annual payment to the Issuing Authority, or its designee, for PEG Access  
9 purposes, equal to five percent (5%) of its Gross Annual Revenues, less applicable License Fees assessments for any  
10 state or other governmental agencies. Said annual payments shall be used for, among other things, salary, operating  
11 and other related expenses connected to PEG Access programming and operations. Said annual five percent (5%)  
12 PEG Access payment shall be made to the Issuing Authority, or its designee, on a semi-annual basis in accordance  
13 with Schedule 5.3.

14 (b) At the request of Issuing Authority each recipient of funds under this Section, Section 5.4 or  
15 Section 5.8 shall provide Issuing Authority and the Licensee, at least on a quarterly basis, an accounting of  
16 expenditures of such funds. With respect to the Access Corporation and the School Department, such reporting  
17 shall be for informational review and consultation but not for authorization or approval of expenditures.

18 (c) Out of the 5% provided for in Section 5.3(a) above, Licensee shall continue to provide Access  
19 Corporation annual operating grants equal to two percent (2%) of its Gross Annual Revenues for the prior calendar  
20 year less license fees paid to the City and State pursuant to M.G.L. c. 166A Sec.9, with the foregoing payments to be  
21 provided to the Issuing Authority and made payable to the Access Corporation for disposition for access purposes,  
22 payable on a semi-annual basis commencing on the first day of April in the first year of this Renewal License in  
23 accordance with Schedule 5.3.

24 (d) Licensee shall provide origination capability to the Access Corporation Access Facility and  
25 shall provide the City with two (2) Public Access channels on the subscriber network. Such Access Facility  
26 will be located within reasonable proximity of the cable plant in Licensee's Service Area. In the event of a  
27 relocation of the Access Facility during the term of this Renewal License, the Access Corporation shall be  
28 responsible for all new interconnection costs for providing origination capability and I-Net connectivity from  
29 any such new location required as a result of such relocation. Licensee shall designate one (1) or two (2)  
30 Downstream Channel(s), as deemed necessary by the Issuing Authority, on the Cable System for Public Access  
31 and Access Corporation use and shall provide one (1) or two (2) Upstream Channels for said channel(s), as

1 deemed necessary by the Issuing Authority. Licensee shall also continue to provide equipment at the Access  
2 Facility capable of receiving and processing originations from any active I-Net location and routing them  
3 directly, or indirectly through the Access Facility's video switcher, to the Headend for further downstream  
4 distribution on the Subscriber network.

5 (e) Per written request of the Issuing Authority, following at least forty-eight (48) months from  
6 the Execution Date of this Renewal License, the Licensee shall provide the Access Corporation one  
7 additional channel. Licensee and Access Corporation shall provide the appropriate downstream and  
8 upstream channel(s) requested on the Cable System within twelve (12) months of the written request from  
9 the Issuing Authority.

#### 10 **SECTION 5.4 – CAPITAL FACILITIES PAYMENTS**

11 (a) Licensee shall make capital equipment and facilities payments to the Issuing Authority in the  
12 amount of .70% of its Gross Annual Revenues for the prior calendar year less license fees paid to the City and  
13 State pursuant to M.G.L. c. 166A Sec.9 for each year of the license with payment to be made on or before  
14 January 10<sup>th</sup> of each license year, except in year one, where payment is to be made within 45 days of the  
15 execution of this Renewal License, with a credit equal to the capital payments made during the extension  
16 period.

17 (b) The capital equipment and facilities payments made under Section 5.4(a) above, shall be for  
18 use by the Issuing Authority, the Access Corporation, the School Department, and the Greater Lowell  
19 Technical High School in such amounts as the Issuing Authority shall determine.

#### 20 **SECTION 5.5 – EDUCATIONAL ACCESS CHANNEL**

21 (a) Licensee shall provide one (1) Downstream educational access Channel on the subscriber network  
22 to the Lowell School Department. Licensee shall also provide one (1) Upstream Channel to the School  
23 Department so that it may originate programming from public schools as designated in Schedule 5.1, and transmit  
24 said programming to Subscribers on the Cable System downstream Educational Access Channel. The School  
25 Department shall be responsible for the operations and programming of the Educational Access Channel. At the  
26 written request of the Issuing Authority, the Educational Access Channel shall be able to transmit from the School  
27 Department origination sites directly to the headend without being switched through the Access Corporation  
28 facility however any costs of providing this capability are the responsibility of the City.

29 (b) The Educational Access Channel may be used by the Lowell Public Schools for non-commercial  
30 educational and school-related programming. Such an Educational Access Channel shall be subject to such  
31 reasonable operating rules as the School Department may adopt. No such Educational Access Channel shall

1 include campaign or paid political advertising. With respect to School Committee meeting coverage, the School  
2 Committee shall determine whether said cablecasting shall be on the educational or public access channels.

3 **SECTION 5.6 – RESERVED**

4 **SECTION 5.7 – MUNICIPAL ACCESS CHANNEL**

5 (a) Licensee shall provide one (1) Downstream Municipal Access Channel on the subscriber network  
6 to the Issuing Authority for municipal governmental access, for non-commercial use as determined by the Issuing  
7 Authority. Licensee shall provide one (1) dedicated Upstream Channel, as deemed necessary by the Issuing  
8 Authority for the Municipal Access Channel to the Issuing Authority so that programming may originate from  
9 designated locations in Lowell City Hall. The City is responsible for the cost of any relocation of such designated  
10 origination locations during the term of this Renewal License. The Issuing Authority, through the Access  
11 Corporation, which will operate under the supervision of the Issuing Authority, shall be responsible for operations  
12 and programming of the Municipal Access Channel.

13 (b) The municipal access channel may be used by municipal departments and agencies to inform  
14 subscribers about City government, services and issues. Such a municipal access channel shall be subject to such  
15 reasonable operating rules as the Issuing Authority may adopt. The public access channel shall also be available for  
16 municipal access. The municipal access channel shall not include commercial programming, campaign advertising or  
17 paid political advertising to the extent consistent with applicable law. With respect to City Council and other  
18 municipal meeting coverage, the Issuing Authority shall determine whether the cablecasting of such municipal  
19 meetings shall be on the municipal and/or public access channels.

20 **SECTION 5.8 – FUNDING FOR MUNICIPAL ACCESS PROGRAMMING**

21 (a) Licensee shall continue to make payments to the Issuing Authority or such other municipal agency  
22 as designated by the Issuing Authority, to support municipal cable operations, including three percent (3%) of its  
23 Gross Annual Revenues out of the 5% provided for in Section 5.3(a) from the prior calendar year on a semi-annual  
24 basis commencing on the first day of April in the first year of this Renewal License.

25 (b) In addition to the amounts paid under subsection (a) above, the Licensee shall make capital  
26 equipment and facilities payments to the Issuing Authority as provided for under Section 5.4(a).

27

1     **SECTION 5.9 – SYSTEM DESIGN**

2             Licensee shall maintain headend equipment to process the upstream signals from the Access Facility and  
3     to place such signals on the designated Access Channels. The Access Corporation will, however, be responsible for  
4     scheduling and transmitting of access programming on these channels. Licensee shall not be responsible for the  
5     quality of the upstream signal prior to origination. Licensee shall continue to provide and maintain, and replace if  
6     necessary, the access channel video demodulators as provided by Licensee as of the expiration of the Prior License.

7     **SECTION 5.10 – SYSTEM MAINTENANCE OF CHANNELS**

8             Licensee shall monitor the Access Channels for technical quality and shall ensure that they are maintained at  
9     standards equal to those which apply to the Cable System's commercial channels; provided, however, that this section  
10    shall not require Licensee to guarantee the technical quality of access users' productions and upon an Issuing  
11    Authority finding of significant signal quality problems, if any, Licensee's network operations center shall investigate  
12    and report on same within seven (7) days of Issuing Authority request and to take reasonable steps to rectify signal  
13    quality problems, if any.

14    **SECTION 5.11 – RIGHT OF PUBLIC SERVICE ANNOUNCEMENT INSERTION**

15            (a)     Licensee shall exercise reasonable efforts to permit the Issuing Authority to use available insertion  
16    time as determined by Licensee on Licensee's commercial satellite programming networks to publicize its  
17    activities and programs.

18            (b)     Licensee shall exercise reasonable efforts to make such public service announcement time  
19    available.

20    **SECTION 5.12 – MISCELLANEOUS ACCESS MATTERS**

21            (a)     Consistent with the current underwriting standards for Public Broadcasting System non-  
22    commercial television stations, notices of support and underwriting may be permitted within or adjacent to access  
23    programs and revenues for same may be used for local access productions, however, the foregoing underwriting, if  
24    any shall not be the responsibility of the Issuing Authority or Licensee, and the Executive Director of the Access  
25    Corporation shall be responsible for handling such underwriting of same.

26            (b)     The Issuing Authority and/or Access Corporation may require members of the public to assume  
27    individual responsibility for any Public Access program-based liability including, but not limited to, liability for  
28    copyright infringement or defamation, and to hold the City, Licensee and Access Corporation harmless for same,

1 subject to Cable Act and FCC requirements.

2 (c) Neither Licensee, Access Corporation, nor the Issuing Authority are intended to engage in pre-  
3 screening of public access program content except where the Access Corporation has credible advance knowledge  
4 of unlawful programming, Access Corporation shall engage in lawful pre-screening of public access programming  
5 under the guidelines established by the Access Corporation and approved by the Issuing Authority.

6 (d) Neither Licensee, Issuing Authority, and/or Access Corporation shall exercise editorial control  
7 over any public, educational or governmental use of channel capacity, except Licensee, Issuing Authority, and/or  
8 Access Corporation may refuse to transmit any public access programming or portion of a public access program  
9 that contains obscenity, indecency or nudity per Section 611 of the Cable Act.

10 (e) It is the intent of the parties that producers be on notice that neither the Licensee, the Issuing  
11 Authority, nor the Access Corporation assume editorial responsibility for local productions of individual producers  
12 and therefore are not liable for the errors, if any, of such individual local access producers.

13 (f) The Access Corporation shall be responsible, subject to the Issuing Authority's approval, for  
14 developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall insure that  
15 PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

#### 16 **SECTION 5.13 – TELECOMMUNICATIONS TECHNOLOGY FUND**

17 Out of the capital equipment and facilities payments made by the Licensee to the Issuing Authority under Section  
18 5.4(a), the Issuing Authority may establish and contribute to a telecommunications technology fund for  
19 telecommunications and technology-related facilities, equipment, and other related needs of the City, in a fashion  
20 that does not commercially compete with the Licensee.

#### 21 **SECTION 5.14 – ADDITIONAL ACCESS OBLIGATIONS**

22 (a) Licensee and the Issuing Authority, or its designees, shall meet from time to time, upon the  
23 request of either party, to discuss and cooperatively implement the terms hereof.

24 (b) Upon written notice from the Issuing Authority, the Licensee shall remedy a general deficiency  
25 with respect to the technical standards described herein within two (2) months of receipt of notice and a safety  
26 deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the  
27 deficiency has been corrected.

28 (c) Equipment purchased with funds specifically earmarked for school/student educational access

1 shall be owned and maintained by the Lowell School Department. Equipment allocated to the community  
2 studio shall be owned and maintained by the Access Corporation. Equipment purchased with Capital Facilities  
3 Payments will be owned and maintained by the City, unless otherwise assigned. With respect to educational  
4 access, Licensee's technical staff shall continue to provide reasonable technical advice with respect to  
5 interconnection to the Cable System.

6 (d) Should Licensee fail to timely make any payment under this Article 5, and should such failure  
7 continue for a period of 10 days from written notice thereof, then it shall additionally be charged interest which  
8 shall accrue from the date payment is due at an annual rate not to exceed the prime rate of interest then current at  
9 the Chase Manhattan Bank of North America plus two percent (2%). Payment of this interest charge shall not  
10 preclude any other remedy available to the Issuing Authority under applicable law, subject to the provisions of  
11 Section 9.2 of this Renewal License.

12 (e) To assure the ability of the City's public schools to distribute educational programming to and  
13 from school buildings, the Cable System or I-Net design shall be such that the primary educational access  
14 channel shall be capable of transmitting educational programming specifically from Lowell public schools to all  
15 I-Net locations or to the subscriber network.

16 (f) The Licensee shall interconnect the Public Access Channel of the Cable System with the Public  
17 Access Channel of any Cable System served by the same Headend upon written request from the issuing  
18 authorities of all involved communities, subject to the following:

19 (1) The costs to complete such interconnection will be borne equally by the communities  
20 involved. An estimate of the work and cost required shall be provided to those involved prior  
21 to the work being done. Said costs shall be paid to the Licensee in full before any work will  
22 begin. If communities request such interconnection, the Licensee shall provide a written  
23 estimate of the cost(s) of such interconnection within twenty-five (25) days of such request. If  
24 the communities involved agree with the estimate and agree to pay such costs, the Licensee shall  
25 construct and complete said interconnection within forty-five (45) days of receiving such  
26 payment from the communities involved.

27 (2) Programming imported from another community via the interconnect shall go directly from  
28 the Licensee's Headend to the downstream Public Access Channel so it will not be available live  
29 to other video providers; provided however, that any such Programming that is initially taped by  
30 the Access Corporation may be subsequently distributed to the Subscribers of any other video  
31 provider operating in the city.

32 (3) Programming imported via this interconnect will not be considered locally produced and as  
33 a result will not count toward meeting the substantially programmed criteria for the addition of

1 an additional PEG Access Channel.

2 (4) All maintenance costs associated with any interconnection shall be subject to pass-through  
3 to subscribers in those specific communities participating in the interconnect in accordance with  
4 the actual costs in each such community and in accordance with applicable law.

5 (g) City Council and School Committee meeting coverage and other municipal meeting coverage  
6 shall be available for live retransmission over the access channels of other cable licensees, if any. Public,  
7 educational and governmental access programming from the Access Corporation may be retransmitted over the  
8 access channels of other cable licensees, if any. Notwithstanding the foregoing, access to such meeting coverage  
9 and PEG programming by other cable licensees shall only be provided to the extent that (1) access is achieved  
10 by such other cable licensees without connection to Licensee's plant and/or Licensee-owned equipment and (2)  
11 any licenses granted to such future cable licensees conform to the requirements of Section 2.6, including providing  
12 the Licensee with PEG programming from such other cable licensee on terms commensurate with this paragraph  
13 (g).

14 (h) The Licensee shall maintain a complete set of plant maps of the City, including but not limited  
15 to strand maps, which will show those areas in which its facilities exist, the location of all streets and location of  
16 all residences. The plant maps will be retained at Licensee's primary place of business within the City and will  
17 be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

18 **SECTION 5.15 – TRANSITION**

19 Licensee agrees to continue or not to remove, as applicable, any local production and I-Net equipment  
20 or facilities actually provided as of the expiration of the Prior License, except where such removal of equipment  
21 or facilities is necessary for technical or safety reasons, or is replaced by equipment with equivalent capability, or  
22 as otherwise consented to by the Issuing Authority. Notwithstanding any omission to expressly assign title or  
23 ownership of equipment to the Issuing Authority, if by any prior license or prior agreement title and ownership  
24 of any particular access equipment or facilities has been or was required to be assigned to the Issuing Authority,  
25 the Lowell Public Schools or other municipal agency, nothing in this License shall rescind such assignment of  
26 title or ownership to the Issuing Authority, Lowell public schools or other municipal agency. This clause does  
27 not require replacement of anything in this License except as expressly provided in this License.

28 **SECTION 5.16 – RESERVED**

29 **SECTION 5.17 – INSTITUTIONAL NETWORK ("I-NET")**

1 (a) Licensee shall, through the term hereof, continue to maintain and operate the existing Broadband  
2 HFC Institutional Network ("I-Net") already provided under and in accordance with the Prior License.  
3 Accordingly, the I-Net shall, at a minimum, continue to:

4 (1) Be capable of transmitting a signal among and between those sites identified in Schedule 5.1.

5 (2) Have the full control and utilization of all bandwidth available among the City's I-Net fiber  
6 optic strands reserved for the City's I-Net use, except as otherwise provided herein..

7 (3) Have a hub site located at 12 Washer Street, Lowell, MA unless otherwise agreed to by the  
8 Issuing Authority.

9 (b) Licensee shall, through the term hereof, also continue to:

10 (1) Maintain and operate upstream video programming from City Hall, Lowell  
11 Telecommunications Corporation and Lowell High School.

12 (2) Determine and assign the transmit and receive frequencies for all I-Net users in consultation with  
13 the City's designee, and upon written request, advise the Issuing Authority of such frequencies in  
14 writing.

15 (3) Determine and design the correct signal strength levels necessary at each location identified in  
16 Schedule 5.1, in compliance with applicable FCC Technical Specifications.

17 (c) The Licensee and the Issuing Authority or its designee(s), shall determine the location of all I-  
18 Net Drops jointly. Licensee shall provide and maintain one (1) I-Net Drop which shall be completed in such a  
19 manner as to allow the City to attach its end user equipment directly, without charge to the City and/or any  
20 designated institutions, to each of the sites identified in Schedule 5.1.

21 (d) Unless otherwise provided herein, the City and its designated I-Net Users shall be solely responsible  
22 for any and all user terminal interface equipment including, but not limited to, modulators, demodulators and  
23 associated video production equipment. Any costs related to the relocation of a site identified in Schedule 5.1 shall be  
24 paid for by the Issuing Authority or its designee.

25 (e) The Licensee shall be responsible for any Headend, I-Net Hub Site or other equipment necessary to  
26 make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires and amplifiers;  
27 provided, however, the City shall be responsible for any City owned equipment necessary to process I-Net signals  
28 which may need to be located in the I-Net hub, including, but not limited to, modulators and demodulators. The  
29 Licensee shall also be responsible for equipment to enable the I-Net to interact with the Subscriber Network such  
30 that I-Net transmissions may be transmitted on a dedicated upstream channel to the Headend via the I-Net and



1 downstream on a dedicated PEG Access Channel.

2 (f) The Issuing Authority shall designate one network communications professional to  
3 interact with the Licensee on the day to day operations of the system as the I-Net Administrator. Said  
4 designees shall have access to the hubsite, now located at 12 Washer Street, upon reasonable notice to the  
5 Licensee if necessary to support or maintain City owned equipment. Such access shall be limited to normal business  
6 hours except in the case of an emergency.

7 (g) For the term of this Renewal License, the Licensee shall hold all rights and title to the I-  
8 Net but shall provide the City the exclusive right to use the I-Net free of charge, provided that the City  
9 may not lease out any portion of the I-Net to any third party, allow the I-Net to be used by a third party for  
10 commercial purposes, or itself use the I-Net for the provision of services to non-governmental entities. The  
11 Licensee may utilize dark fiber strands contained within the fiber bundle designated for the I-Net's fiber strands, so  
12 long as a minimum of two (2) dark fiber strands are reserved for use by the Issuing Authority within each said  
13 bundle. Licensee shall not multiplex a frequency over I-Net fiber strands which are in use by the Issuing Authority,  
14 or those that are reserved for the Issuing Authority, and that the use of any dark fiber strands in said bundle shall  
15 not interfere with the City's I-Net use.

16 (h) The City shall have the right to use the I-Net, at no charge, for such applications as are  
17 compatible with the I-Net. The City may also use said I-Net to provide access to municipal locations  
18 along the I-Net, provided however, it is the City's sole responsibility to secure access, and pay for property entry  
19 fees, as applicable.

20 (i) The I-Net shall be operated and maintained, at a minimum, in compliance with applicable  
21 FCC Technical Specifications. In the event that there are technical problems with the I-Net, excluding any  
22 devices, hardware or software not under the control or ownership of the Licensee and installed by the  
23 City or other User, the Licensee shall use its best efforts to resolve the technical problem as soon as  
24 possible or at least within twenty-four (24) hours of notification by the Issuing Authority or designee.  
25 Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of  
26 such problem, including the possibility of a performance test of the I-Net, if appropriate. In the event  
27 services cannot be restored within 5 calendar days, Licensee will work with the Issuing Authority to establish  
28 reasonably equivalent alternative connectivity services at no additional cost until full services have been restored.

29 (j) The City may contract with third parties jointly or individually for additional I-Net or related  
30 non-commercial services, provided that no such third party may provide any service pertaining to the underlying  
31 I-Net distribution plant for which Licensee is responsible without Licensee's prior written consent.

32 (k) Any User who causes interference or renders the I-Net system ineffective shall be notified and  
33 disconnected by the Licensee after prior consultation with the Issuing Authority and prior notice to any such

1 user. Upon resolution of such issue, a disconnected user may be reinstated on the I-Net at the request of the  
2 Issuing Authority. If such interference effects a substantial part of the I-Net system and/or the Subscriber  
3 network, and the Licensee makes a good faith attempt to contact the Issuing Authority's representative, and is  
4 unable to do so, the disconnect may be immediate with notification thereafter.

5 (l) The City may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by  
6 a third party for commercial purposes.

7 (p) The Licensee, in accordance with applicable law, reserves the right to pass through to customers all  
8 maintenance costs associated with the entire I-Net.

1                   **ARTICLE 6 - SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

2                   **SECTION 6.1 – CUSTOMER SERVICE**

3                   (a)     The Licensee shall maintain a publicly listed, toll free, customer service number for the general  
4                   purpose of serving customer needs including receiving and resolving complaints, including without limitation,  
5                   those regarding service, equipment malfunctions or billing and collection disputes. The Licensee further agrees  
6                   to maintain and operate an office as set forth below.

7                   (b)     Licensee shall maintain and operate a customer service office in the City of Lowell for general  
8                   purposes including accepting payments and receiving and resolving all complaints, including without limitation,  
9                   those regarding service, equipment malfunctions or billing and collection disputes. The customer service office  
10                  shall be open for walk-in business during Normal Business Hours.

11                  **SECTION 6.2 – TELEPHONE ACCESS, INSTALLATIONS, OUTAGES AND SERVICE CALLS**

12                  (a)     Licensee agrees to be bound by the customer services obligations adopted by the FCC in 47  
13                  C.F.R. § 76.309(c), as they may hereafter be amended, a copy of which is attached as **Schedule 6.2**.

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

19                  (c)     Subject to applicable law, Subscriber shall receive a busy signal less than three (3%) of the time,  
20                  measured on a quarterly basis, under normal operating conditions.

21                  **SECTION 6.3 – CUSTOMER SERVICE CALL CENTERS**

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

1 In the event that the Licensee does not maintain and operate its customer service call centers twenty-four (24) hours  
2 a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber  
3 inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber  
4 information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all  
5 inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber  
6 calling that his or her complaint will be referred to the Licensee's Customer Service Department for response and  
7 shall follow up to verify that the inquiry or complaint has been addressed. .

8 **SECTION 6.4 – INSTALLATION VISITS; SERVICE CALLS; RESPONSE TIME**

9 (a) The Licensee shall perform installations for all requests for new standard installations within  
10 seven (7) business days of said request, however the foregoing shall not be applicable in the event subscriber  
11 cannot schedule an installation within said seven day period. Non-standard installations shall be completed  
12 within thirty (30) days of the original installation request. Licensee's current Customer Service Procedures are  
13 included as Schedule 6.4.

14 (b) In arranging appointments for either Cable Television installation visits or service calls, the  
15 Licensee shall offer to the resident or Subscriber in advance a choice of reasonable time slots of no more than four  
16 hours in duration for installation visits or service calls. Failure of the Licensee through its own fault to install  
17 cable or make the service call as scheduled shall require the Licensee to offer to reschedule cable installation or  
18 service call to the affected resident or Subscriber on a priority basis mutually agreeable to the Licensee and said  
19 resident or Subscriber, but in no case later than three (3) business days following the initial installation or service  
20 call date, unless agreed to otherwise by said resident or Subscriber. The Licensee shall promptly notify residents  
21 and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event  
22 that the Licensee fails to make such scheduled call(s).

23 (c) The Licensee shall make installation and service calls to its Subscribers from at least 9:00 AM to  
24 7:00 PM, daylight permitting, Monday through Friday and from 9:00 AM to 1:00 PM on Saturday.

25 (d) For all requests for Service or repair that are received during Normal Business Hours, the  
26 Licensee shall handle them on the same day, if possible, and respond within forty-eight (48) hours of said original  
27 call. Verification of the problem and resolution shall occur as promptly as possible.

28 (e) A Subscriber complaint or request for service received after Normal Business Hours, as defined by the  
29 FCC's customer service standards, shall be acted upon the next business day. At that time, they are to be handled as  
30 prescribed in (d) above for a request received at the start of business.

31 (f) The Licensee shall ensure that there are stand-by-technicians on-call at all times after Normal Business

1 Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an  
2 unusual number of calls, and/or (iii) a number of similar complaint calls or a number of calls coming from the same  
3 area.

4 (g) System outages shall be responded to promptly by technical personnel. For purposes of this section, a  
5 Subscriber outage shall be considered to occur when three (3) or more calls are received from any one neighborhood,  
6 concerning such an outage, or when the Licensee has reason to know of such an outage.

7 (h) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request  
8 from a Subscriber to do so.

9 **SECTION 6.5 – MINIMUM SUBSCRIBER INFORMATION**

10 Licensee will provide all prospective subscribers with accurate written information before consummation  
11 of any agreement for initial installation of Cable Service. Such sales materials shall clearly disclose the price and  
12 other information concerning Licensee's lowest cost basic service. Such information shall include but not be limited  
13 to the following:

14 (a) All service and rates, deposits if applicable, installation costs, additional television set charges,  
15 service upgrade or downgrade charges, and relocation of cable outlet charges.

16 (b) Written information concerning billing and termination procedures, procedures for ordering  
17 changes in or termination of services, and all refund policies, including the availability of rebates or credits for  
18 loss of service.

19 (c) Written information concerning the utilization of audio/video equipment (e.g., video  
20 cassette recorders, digital video recorders and players, HD televisions, etc.) with Cable Service(s),  
21 including the cost for hooking up this equipment so that they function as manufactured, and any  
22 other associated equipment costs or charges.

23 (d) Written information concerning the availability of special equipment such as VCR kits,  
24 A/B switches, and lockboxes and all other equipment notifications contained in 207 CMR 10.00 et.  
25 seq.

26 (e) Written information concerning privacy policies, pursuant to state and federal law.

27 (f) Written information concerning steps to take in the event of loss of service.

1     **SECTION 6.6 – PARENTAL CONTROL**

2           (a)    Upon request, and at no separate, additional charge, the Licensee shall provide  
3 subscribers with the capability to control the reception of any channel on the Cable  
4 Communications System.

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

7     **SECTION 6.7 – BILLING AND TERMINATION PROCEDURES**

8           Licensee will comply with the regulations of the Division, 207 CMR 10.00 et. seq., as those  
9 regulations may be amended from time to time, and will inform all prospective subscribers of complete  
10 information about rates and charges for different levels of Services and service calls, billing and  
11 collection procedures, procedures for ordering changes in or termination of Services, and refund  
12 policies, before consummation of any agreement for installation of Service. (See **Schedule 6.7**  
13 attached hereto.)

14    **SECTION 6.8 – VOLUNTARY DISCONNECTION OF SERVICE**

15           Subscribers who request full disconnection of Cable Service shall not be responsible for further  
16 charges for such Service upon actual termination of Service or after seven (7) days' notice to Licensee,  
17 whichever occurs first. Licensee shall make a good faith effort to disconnect Service as soon as possible after  
18 requested to do so by a subscriber. A subscriber who requests full disconnection of Cable Service shall make a  
19 good faith effort to return all of his or her customer premises equipment to Licensee's local business location or  
20 any other reasonable location Licensee may designate. Subscribers may be charged for unreturned equipment.

21    **SECTION 6.9 – BILLING DISPUTES**

22           In accordance with applicable law, in the event of a bona fide billing dispute, Licensee will resolve each  
23 dispute within thirty (30) working days of receiving notification from the subscriber. The subscriber shall be  
24 responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or  
25 assess a late payment charge from the subscriber for failure to pay bona fide disputed bills, or portions thereof,  
26 upon notice of said dispute.

27

1     **SECTION 6.10 – PROTECTION OF SUBSCRIBER PRIVACY**

2             (a)     Licensee shall respect the rights of privacy of every subscriber and/or user of the Cable  
3     Communications System and shall not violate such rights through the use of any device or signal associated with the  
4     Cable System, and as hereafter provided.

5             (b)     Licensee shall comply with all privacy provisions contained in this Section and all other applicable  
6     federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy  
7     Act of 1984 and Title 18 United States Code Section 2520.

8             (c)     Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and  
9     shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal  
10    subscriber information is handled and protected strictly in accordance with this policy.

11    **SECTION 6.11 – PRIVACY**

12            Prior to the commencement of Cable Service to a new subscriber, and annually thereafter to all Cable  
13    System subscribers, Licensee shall provide a comprehensive and easily understandable written document  
14    explaining Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber  
15    information, and describing Licensee's policy for the protection of subscriber privacy. In addition, Licensee and  
16    its agents or employees shall not disclose to any third party a subscriber's name or address without obtaining  
17    affirmative consent of the individual subscriber to the extent required by law. Any such disclosure shall be in  
18    accordance with 47 USC 631.

19    **SECTION 6.12 – POLLING BY CABLE**

20            No poll or other upstream response of a subscriber or user shall be conducted or obtained unless the  
21    program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and  
22    prospective use of the results of the poll or upstream response, unless the program has an informational,  
23    educational function which is self-evident. Licensee or its agents shall release the results of upstream response  
24    only in the aggregate and without individual references.

25    **SECTION 6.13 – INFORMATION WITH RESPECT TO VIEWING HABITS AND**  
26    **SUBSCRIPTION DECISIONS**

27            Licensee or its agents or its employees shall not make available to any third party, including the  
28    City, information concerning the viewing habits or subscription package decisions of any individual

1 subscriber except as required by law.

2 **SECTION 6.14 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

3 (a) Licensee shall make available for inspection at the request by a subscriber at a reasonable time  
4 and place all personal subscriber information that Licensee maintains regarding said subscriber.

5 (b) A subscriber may obtain from Licensee a copy of any or all of the personal subscriber  
6 information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said  
7 copy.

8 (c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination  
9 of any item of personal subscriber information.

10 **SECTION 6.15 – MONITORING**

11 Neither Licensee or its agents nor the City or its agents shall without a court order tap or monitor, arrange  
12 for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or  
13 subscriber outlet or receiver for any purpose, without the prior written authorization of the affected subscriber or  
14 commercial use; provided, however, that Licensee may conduct system wide or individually addressed "sweeps"  
15 solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or  
16 billing for pay cable services or pay-per-view. Licensee shall report to the affected parties and all appropriate  
17 authorities any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of  
18 which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or  
19 retain any information transmitted between a Subscriber or commercial use and any third party, except as required  
20 for lawful business purposes Licensee shall destroy all subscriber information of a personal nature after a reasonable  
21 period of time except as authorized not to do so by the affected subscriber.

22 **SECTION 6.16 – EMPLOYEE IDENTIFICATION CARDS**

23 All of Licensee's employees, including repair and sales personnel, entering private property are  
24 required to have a visible employee photo-identification card, issued by Licensee.

25 **SECTION 6.17 – TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS**

26 Licensee will employ service technicians and customer service representatives to meet its obligations



1 under this License.

2 **SECTION 6.18 – NON-DISCRIMINATION**

3 Licensee shall not unlawfully discriminate against any person in its solicitation, service or access activities, if  
4 applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City,  
5 sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be  
6 subject to all other requirements of federal and state regulations concerning non-discrimination.  
7

1    **SECTION 6.19 – MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIALS**

2            In the event the Licensee surveys the Lowell subscriber population to test for response to matters covered  
3    by this license, including ascertainment, the Licensee, upon written request from the Issuing Authority, shall  
4    share the results of such survey with the Issuing Authority.

5

## ARTICLE 7 - LICENSE ADMINISTRATION

## SECTION 7.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Communications System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee (in accordance with Section 9.1). Licensee will notify the Issuing Authority's designee, currently the Cable Television Coordinator, of any material changes contemplated for the delivery of Service in Lowell and following such notification consult with said Coordinator as reasonable to demonstrate compliance with the terms herein.

## SECTION 7.2 – INDEMNIFICATION

(a) The Licensee shall indemnify and hold the City and its agents, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable to be installed pursuant to the License or exercise of any of its rights under this License. Upon receipt of reasonable notice in writing from the City, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include without limitation, all out-of-pocket expenses, such as attorney's fees.

(b) In order for the City to assert its rights to be indemnified, defended, or held harmless, the City must

(1) timely notify Licensee of any claim or legal proceeding which gives rise to such right;

(2) the City shall afford the Licensee the opportunity to participate in any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the City, in its sole discretion, determines that its interests cannot be represented in good faith by the Licensee and further acceptance of any non-monetary settlement or term involving injunctive relief or orders affecting the City shall be subject to City's consent; and

(3) the City shall cooperate with the reasonable requests of the Licensee in its participation in,

1 and control, compromise, settlement or resolution or other disposition of such claim or  
2 proceeding subject to subparagraph (2) above.

3 **SECTION 7.3 – INSURANCE**

4 (a) The Licensee shall carry insurance throughout the term of this Renewal License and any renewal  
5 period pursuant to G.L.c. 166A, Section 5(c) with the City as a named insured (or listed insured so long as listed  
6 status does not affect substantive rights of City available as a named insured) with an insurance company  
7 authorized to conduct business in Massachusetts satisfactory to the Issuing Authority indemnifying the City and  
8 the Licensee from and against any and all claims for injury or damage to persons or property, both real and  
9 personal, caused by the construction, installation, operation, maintenance or removal of its Cable System or  
10 cable-related activity. The amount of such insurance against liability for damage to property shall be no less than  
11 One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury  
12 or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for  
13 excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that  
14 the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

15 (b) The Licensee shall carry insurance against all claims arising out of the operation of motor  
16 vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00) Policy will  
17 contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any  
18 cancellation.

19 (c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the  
20 period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the  
21 Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice  
22 prior to any cancellation.

23 (d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies  
24 required herein on an annual basis, if requested by the City.

25 **SECTION 7.4 – PERFORMANCE BOND**

26 (a) The Licensee shall maintain at its own expense throughout the term of this License a faithful  
27 performance bond running to the City, with at least one good and sufficient surety licensed to do business in the  
28 Commonwealth of Massachusetts and reasonable approval by the City in the sum of One Hundred Thousand  
29 Dollars (\$100,000) during periods of any upgrade activity requiring construction. Prior to any such upgrade  
30 activity and when any Cable System upgrade is complete, the amount of the bond shall be reduced to the sum of  
31 Twenty-five Thousand Dollars (\$25,000). Said bond shall be conditioned that the Licensee shall well and truly

1 observe, fulfill and perform each material terms and condition of this License and that in case of any failure to  
2 comply with any term and/or condition contained herein, the amount thereof shall be recoverable from said  
3 performance bond by the City for all amounts resulting from the failure of Licensee to comply with any  
4 provision in this License.

5 (b) The performance bond shall be effective throughout the term of this License including the time  
6 for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to  
7 comply with any one or more provisions of this License, or to comply with any order or permit of the City  
8 having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the  
9 construction, upgrade, maintenance, operation or removal of the Cable Communications System, the City shall  
10 recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the City as a  
11 result thereof, within thirty (30) days after a written request and pursuant to Section 9.1 for same. Said condition  
12 shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the  
13 City that may have arisen from the grant of this License or from the exercise of any privilege therein granted.  
14 Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability  
15 of Licensee under this License.

#### 16 **SECTION 7.5 – SERVICE INTERRUPTIONS**

17 In accordance with applicable law, in the event that the Licensee's Service to any Subscriber is completely  
18 interrupted for twenty-four (24) or more consecutive hours, it will grant upon request such Subscriber a pro rata  
19 credit, on a daily basis, equal to that portion of the Service charge due for the period of the outage, credited during  
20 the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. In the  
21 instance of an individual Subscriber service interruptions, credits shall be applied as described above after due notice  
22 to the Licensee from the Subscriber. Licensee may, in its sole discretion, grant other credits to Subscribers upon  
23 request.

#### 24 **SECTION 7.6 – PERFORMANCE EVALUATION SESSIONS**

25 The Issuing Authority may at its discretion but not more than once a year, hold a performance evaluation  
26 session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open  
27 to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance  
28 to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The  
29 Issuing Authority shall provide the Licensee with thirty (30) days, advance written notice of such performance  
30 evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the  
31 construction, installation, operation or maintenance of the Cable Communications System. During review and  
32 evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and

1 produce such documents or other materials as are reasonably requested by the City and which are not considered  
2 proprietary by Licensee.

3 Within ninety (90) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a  
4 written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1)  
5 copy with the City Clerk's Office. If noncompliance is found which may result in a violation of the provisions of  
6 this Renewal License, the Licensee shall respond in accordance with Section 9.1.

7 **SECTION 7.7 – NON-PERFORMANCE BY THE LICENSEE**

8 (a) The payment of damages for violations under this License shall not be deemed to excuse  
9 the violation.

10 (b) Failure of the City to enforce the performance of any term of this License shall not be  
11 deemed a waiver of its right to insist upon the subsequent performance of that term.

12 **SECTION 7.8 – LICENSE FEE ENTITLEMENT**

13 Subject to applicable law, Licensee shall, on or before March 15<sup>th</sup> of each year, submit a license fee to the  
14 Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of  
15 Subscribers, for purposes of this Section, shall be calculated on the last day of each year.

16 **SECTION 7.9 – RESERVED**

17 **SECTION 7.10 – SUBSCRIBER AND USER COMPLAINTS**

18 Licensee shall keep a record of Complaints it receives on file in its local business office in accordance  
19 with applicable state regulations. The Issuing Authority or its designee shall have the right to examine, review  
20 and copy said Complaints during Licensee's business hours upon reasonable notice.

21 **SECTION 7.11 – SUBSCRIBER COMPLAINT REPORT**

22 To the extent required by G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the  
23 Issuing Authority, on forms prescribed by the Division, of Complaints of subscribers received during the  
24 reporting period and the manner in which the Complaints have been met, including the time required to  
25 make any necessary repairs or adjustments. Should the Cable Division eliminate Complaint reporting

1 procedures, Licensee shall, in conjunction with the Issuing Authority, develop a mutually acceptable form of  
2 Complaint reporting.

3 **SECTION 7.12 – INDIVIDUAL COMPLAINT REPORTS**

4 Licensee shall, within twenty-one (21) days (or such longer period of time as may be mutually agreed to)  
5 after receiving a written Issuing Authority request, send a written report to the Issuing Authority with respect to  
6 any Complaint. Such report shall, to the extent consistent with privacy requirements, provide an explanation of  
7 the investigation, finding(s) and corrective steps taken.

8 **SECTION 7.13 – QUALITY OF SERVICE**

9 Where there exists credible evidence which, in the reasonable judgment of the Issuing Authority  
10 casts doubt upon the reliability or technical quality of Cable service(s), after notice to Licensee and an  
11 opportunity to cure, the Issuing Authority shall have the right and authority to require Licensee to test, analyze  
12 and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority  
13 in performing such testing.

14 The Issuing Authority may require said tests/inspections be supervised by a mutually agreed upon  
15 professional cable television engineer, at terms satisfactory to both the City and Licensee, who is not an  
16 employee or agent of the Licensee of the City. Licensee shall pay for the costs of said engineer only if the  
17 tests performed show that Licensee is not in compliance with the standards set forth in Section 3.15  
18 (Construction and Maintenance Standards) herein.

19 **SECTION 7.14 – SERVICE INTERRUPTION REPORT**

20 Licensee shall submit to the Issuing Authority, on a form prescribed by the Cable Division, a list of all  
21 significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report  
22 required in Section 7.10 (Subscriber and User Complaints) herein.

23 **SECTION 7.15 – FINANCIAL REPORTS**

24 (a) Pursuant to G.L.c. 166A, Section 8, the Licensee shall file annually with the Cable Division, on  
25 forms prescribed by the Division, a statement of its revenues and expenses for official use only. A financial  
26 balance sheet, and a certified statement of gross revenues, and a statement of ownership shall be filed with the  
27 Cable Division and Issuing Authority on forms required by the Division. Such statements and balance sheets shall

1 be sworn to by the person preparing same or other statutorily authorized signatory of the Licensee.

2 (b) For any payment to the Issuing Authority or the Access Corporation that is calculated based on  
3 Gross Annual Revenues, Licensee shall file a statement showing categories of Gross Annual Revenues together  
4 with such payment.

5 **SECTION 7.16 – RESERVED**

6 **SECTION 7.17 – LINE EXTENSION REPORT**

7 The Issuing Authority may once a year upon written notice require Licensee to submit a report detailing  
8 the areas in the City in which the Cable System has been extended during said reporting period, the dates of said  
9 extensions and the number of households capable of receiving cable service(s).

10 **SECTION 7.18 – RESERVED**

11 **SECTION 7.19 – REVOCATION OF RENEWAL LICENSE**

12 This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such  
13 revocations of this License shall be pursuant to the Article 9 processes, subject to the appeals provisions of G.L.c.  
14 166A, Section 4, or any other rights available to the Licensee.

15 **SECTION 7.20 – CABLE COORDINATOR**

16 The Issuing Authority may appoint a Cable Television Coordinator and delegate to said Coordinator  
17 such functions as are lawful and customary.



1                                   **ARTICLE 8 - GENERAL PROVISIONS**

2           **SECTION 8.1 – LICENSE AS CONTRACT UNDER SEAL**

3                   Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a  
4           contract under seal by and between Licensee, on the one hand, and the City of Lowell, on the other hand.

5           **SECTION 8.2 – ENTIRE AGREEMENT**

6                   This instrument contains the entire agreement between the parties, supersedes all prior agreements or  
7           proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing  
8           executed by the parties.

9           **SECTION 8.3 – CAPTIONS**

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

13           **SECTION 8.4 – SEVERABILITY**

14                   If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or  
15           unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having  
16           jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence,  
17           paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

18           **SECTION 8.5 – FORCE MAJEURE**

19                   If for any reason of force majeure either party is unable in whole or in part to carry out its obligations  
20           hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless  
21           further limited elsewhere in this License, the term "force majeure" as used herein shall have the following  
22           meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States  
23           of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political  
24           subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning;

1 earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances;  
2 explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of  
3 the disabled party.

4 **SECTION 8.6 – NOTICES**

5 (a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail  
6 (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to  
7 the Licensee. This includes notices to the City Manager, City I-Net Administrator, and City Cable Coordinator.

8 City Manager, City of Lowell  
9 Lowell City Hall  
10 375 Merrimack Street  
11 Lowell, MA 01852  
12

13 With copies sent to:

14  
15 City Solicitor, City of Lowell  
16 Lowell City Hall, Law Department  
17 375 Merrimack Street  
18 Lowell, MA 01852  
19

20 City Cable Coordinator, City of Lowell  
21 Lowell City Hall, MIS Department  
22 375 Merrimack Street  
23 Lowell, MA 01852

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

26 Comcast Cable Communications, Inc.  
27 Attn: Vice President Government & Community Relations  
28 4 Lyberty Way  
29 Westford, MA 01886  
30

31 With copies sent to:

32  
33 Comcast Cable Communications, Inc.  
34 Attn: Vice President, Government Affairs  
35 676 Island Pond Road  
36 Manchester, NH 03109  
37

38 Comcast Cable Communications, Inc.  
39 Attn: Government Affairs  
40 One Comcast Center  
41 Philadelphia, PA 19103

42 (c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall  
43 be deemed to have been given at the time of receipt.  
44

1     **SECTION 8.7 – RESERVED**

2     **SECTION 8.8 – SUBSCRIBER TELEVISION SETS**

3             To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of  
4     selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to  
5     television sets in the course of normal maintenance.

6     **SECTION 8.9 – COST OF PUBLICATION**

7             Licensee shall, upon request of the Issuing Authority within thirty (30) days of the execution of  
8     this License, print and distribute to the Issuing Authority five (5) copies of the License.

9     **SECTION 8.10 – JURISDICTION**

10            Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein  
11     shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of  
12     Massachusetts, or upon appeal, other competent court or agency, and the parties by this instrument subject  
13     themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any  
14     dispute, action, or suit arising in connection with the entry of such judgment.

15    **SECTION 8.11 – INCORPORATION BY REFERENCE**

16            (a)    All presently and hereafter applicable conditions and requirements of federal, state and local laws,  
17     including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Cable Division, as  
18     they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein.  
19     All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this  
20     Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such  
21     laws, rules or regulations.

22            (b)    Should the Commonwealth of Massachusetts, the federal government or the FCC require the  
23     Licensee to perform or refrain from performing any act the performance or non-performance of which is  
24     inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine  
25     that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

**ARTICLE 9 - DETERMINATION OF BREACH-LIQUIDATED DAMAGES-  
LICENSE REVOCATION**

**SECTION 9.1 – DETERMINATION OF BREACH**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice either to:

(a) respond to the Issuing Authority in writing and such response may contest the Issuing Authority's assertion of default and in any event shall provide such information or documentation as may be necessary to support the Licensee's position or provide the Issuing Authority with necessary information; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or his or her designee(s) shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(ii) assess liquidated damages in accordance with the schedule set forth in Section 9.2 below;

(iii) commence an action at law for monetary damages;

1 (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

2 (v) declare the Renewal License to be revoked subject to Section 7.19 above and applicable law;

3 (vi) invoke any other lawful remedy available to the City.

4 (d) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or  
5 rejecting Licensees' response pursuant to 9.1(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement  
6 after Licensee's notice that it cured said default pursuant to 9.1(b) above; and/or (iii) the Issuing Authority fails to  
7 schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.1(c)  
8 above and/or (iv) the Issuing Authority fails to issue a written determination within one hundred and twenty (120) days  
9 after the public hearing pursuant to Section 9.1(c) above, then the issue of said default against the Licensee by the  
10 Issuing Authority shall be considered null and void.

## 11 SECTION 9.2 – LIQUIDATED DAMAGES

12 (a) For the violation of any of the following provisions of the Renewal License liquidated damages shall  
13 be paid by the Licensee to the Issuing Authority, subject to Section 9.1 above, Any such liquidated damages shall be  
14 assessed as of the date that the Issuing Authority commences the hearing provided in Section 9.1(c), provided that  
15 the Issuing Authority must make a determination of default pursuant to Section 9.1(c) above.

16 (1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with  
17 Section 3.1 herein, Eight Hundred Dollars (\$800.00) per day, for each day that any such non-  
18 compliance continues.

19 (2) For failure to fully activate, operate and maintain the Institutional Network in accordance with  
20 Section 5.17 herein, Eight Hundred Dollars (\$800.00) per day, per I-Net site, for each day that any  
21 such non-compliance continues, not to exceed more than 50% of the total number of I-Net sites  
22 multiplied by Eight Hundred Dollars (\$800.00) per day, not to exceed 5 days in the calendar year.

23 (3) For failure to obtain the advance, written approval of the issuing Authority for any  
24 transfer of the Renewal License in accordance with Section 2.5 herein, Eight Hundred Dollars  
25 (\$800.00) per day, for each day that any such non-compliance continues.

26 (4) For failure to comply with the PEG Access Programming and equipment provisions  
27 in accordance with the timelines in Article 5 herein, other than those financial payment  
28 obligations for which interest penalties may be charged, Seven Hundred and Fifty Dollars  
29 (\$750.00) per day, for each day that any such non-compliance continues.

1 (5) For failure to comply with the FCC's Customer Service Obligations in accordance  
2 with Section 6.2 infra, and schedule 6.2 attached hereto, Seven Hundred and Fifty Dollars  
3 (\$750.00) per day that any such non-compliance continues.

4 (6) For failure to provide, install and/or fully activate the Subscriber Network Drops  
5 and/or Outlets in accordance with Section 3.4 herein, Three Hundred and Fifty Dollars  
6 (\$350.00) per day that any of such Drops and/or Outlets are not provided, installed and/or  
7 activated as required.

8 (7) For failure to submit required reports, pursuant to Article 7 herein, or failure to respond  
9 to notices where response is required under the License, Three Hundred and Fifty Dollars  
10 (\$350.00) per day per report, or failure to respond to each notice, that each and any of said  
11 reports or responses are not submitted as required.

12 (b) Such liquidated damages shall not be a limitation upon any other provision of the License  
13 and applicable law, including revocation, or any other statutorily or judicially imposed penalties or  
14 remedies, except that the Issuing Authority shall not seek monetary damages that are duplicative of any  
15 liquidated damages paid.

16 (c) Each of the above-mentioned cases of non-compliance shall result in damage to the City,  
17 its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees  
18 that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such  
19 damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture,  
20 and are within one or more exclusions to the term "franchise fee" provided by Section 622(8)(2)(A)-(D) of the  
21 Cable Act.

22 **SECTION 9.3 – RESERVED**

23 **SECTION 9.4 – TERMINATION**

24 The termination of the Renewal License and the Licensee's rights herein shall become effective upon the  
25 earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to  
26 Section 9.1 and 7.19 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee  
27 with the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal  
28 License. In the event of termination the City and Licensee shall have all of the rights and post-termination rights set  
29 forth in this Renewal License and applicable law.

1

2     **SECTION 9.5 – NO WAIVER-CUMULATIVE REMEDIES**

3             (a)     Subject to Section 626(d) of the Cable Act, no failure on the part of the City to exercise, and no  
4     delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial  
5     exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the  
6     Renewal License.

7             (b)     The rights and remedies provided herein are cumulative and not exclusive of any remedies  
8     provided by law, and nothing contained in the Renewal License shall impair any of the rights of the City under  
9     applicable law, subject in each case to the terms and conditions in the Renewal License.

10            (c)     A waiver of any right or remedy by the City at any one time shall not affect the exercise of such  
11     right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the City to be  
12     effective, it shall be in writing. The failure of the City to take any action in the event of any breach by the Licensee  
13     shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the City to take any  
14     action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with  
15     respect to any other breach by the Licensee.

**SIGNATURE PAGE**

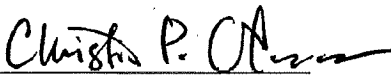
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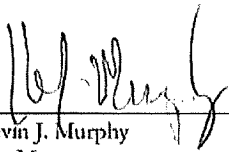
This License is effective and its term shall commence October 11, 2013 at 12:01A.M.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 14 DAY OF February 20 15.

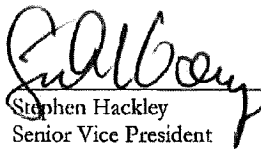
Approved as to form:  
By:

**CITY OF LOWELL**  
By:

  
Christine P. O'Connor  
City Solicitor

  
Kevin J. Murphy  
City Manager

**COMCAST OF SOUTHERN NEW ENGLAND, INC.**  
By:

  
Stephen Hackley  
Senior Vice President  
Greater Boston Region



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## Schedule 4.1 – Rates as of Effective Date

### IMPORTANT INFORMATION REGARDING YOUR XFINITY SERVICES AND RATES FOR Lowell, MA

Dear Valued Customer,

November 2014

At Comcast, we are committed to constantly improving your entertainment and communications experience, and we continue to invest in making your services even better. As we make these and other investments, we periodically need to adjust prices due to increases we incur in programming and other business costs.

Starting on December 20, 2014, the prices of select XFINITY® TV and Internet services and equipment will change. We've included the changes in this notice.

Among these price changes, we have itemized a Regional Sports Fee for customers receiving Expanded Basic and XFINITY TV 450 Latino service tiers and above to offset the rising costs of distributing regional sports networks.

In addition, we have improved our Digital Adapter Additional Outlet Service so that our Family Tier, Digital Economy, and XFINITY TV Latino customers receive the same channel lineup on their primary and additional outlets. If you are one of these customers, starting December 20, 2014, your Digital Adapter Additional Outlet Service fee will be \$2.99.

Have questions? Please visit us at [comcast.com/questions](http://comcast.com/questions).

If you're receiving services on a promotional basis, under a minimum term agreement associated with a specific rate, or in the guaranteed period of one of our SurePrice™ plans as of December 13, 2014, the prices for those specific services will not be affected during the applicable period.

#### BUNDLED PACKAGES<sup>1</sup>

QUAD PLAY PACKAGES QUAD PLAY PACKAGE PRICING BELOW IS ADDITIONAL TO TRIPLE PLAY PACKAGE PRICING			
with Secure 350 add <sup>2</sup>	\$29.99	For SurePrice add <sup>3</sup>	\$39.99
with Secure 350 add <sup>2</sup>	\$49.95	For SurePrice add <sup>3</sup>	\$49.99

#### TRIPLE PLAY PACKAGES

	Current Price	New Price Eff. 12/20/14
<b>Starter XF Triple Play Bundle</b> Includes Digital Starter for primary outlet, Performance Internet and XFINITY Voice Unlimited™	\$147.49	No Change
<b>SurePrice<sup>4</sup></b>	\$143.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13)	\$139.99	No Change
<b>Preferred XF Triple Play Bundle</b> Includes Digital Starter and Digital Preferred for primary outlet, Performance Internet and XFINITY Voice Unlimited™	\$162.49	No Change
<b>SurePrice<sup>4</sup></b>	\$151.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13 thru 3/31/14)	\$151.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13)	\$129.99	No Change
<b>HD Preferred Plus XF Triple Play Bundle</b> Includes Digital Starter, Digital Preferred and Starz® for primary outlet, HD Technology Fee, Performance Internet and XFINITY Voice Unlimited™	\$172.49	No Change
<b>SurePrice<sup>4</sup></b>	\$154.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing 12/10/13 thru 3/31/14)	\$144.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13)	\$139.99	No Change
<b>HD Preferred Plus XF Triple Play Bundle</b> Includes Digital Starter, Digital Preferred, HBO® and Starz® for primary outlet, HD Technology Fee, Blast® Internet and XFINITY Voice Unlimited™	\$190.49	No Change
<b>SurePrice<sup>4</sup></b>	\$174.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing 12/10/13 thru 3/31/14)	\$164.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13)	\$159.99	No Change
<b>HD Premier XF Triple Play Bundle</b> Includes Digital Starter, Digital Premier and HBO Service or AnyRoom® DVR Service for primary outlet, HD Technology Fee, Blast® Internet and XFINITY Voice Unlimited™	\$215.49	No Change
<b>SurePrice<sup>4</sup></b>	\$184.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13)	\$173.99	No Change

#### TRIPLE PLAY PACKAGES

	Current Price	New Price Eff. 12/20/14
<b>HD Complete XF Triple Play Bundle</b> Includes Digital Starter, Digital Premier, The Movie Channel® and AnyRoom® DVR Service for primary outlet, Digital Additional Outlet Service or, up to 3 TVs, HD Technology Fee, Blast® Internet, Wireless Gateway and XFINITY Voice Unlimited™	\$149.49	No Change
<b>SurePrice<sup>4</sup></b>	\$224.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13)	\$219.99	No Change
<b>Economy Triple Play XF</b> Includes Digital Economy for primary outlet, Economy Plus Internet and XFINITY Voice Unlimited™	\$62.45	No Change
<b>XFINITY LATINO PAQUETE TRIPLE</b>		
<b>XFINITY 3300 Latino</b> Includes XFINITY TV 3300 Latino for primary outlet, Performance Internet, XFINITY Voice Unlimited™ and Carphone Minutes Latin America 300. Can substitute Carphone Minutes Mexico 300	\$124.99	No Change
<b>SurePrice<sup>4</sup></b>	\$124.99	No Change
<b>XFINITY 3450 Latino</b> Includes XFINITY TV 450 Latino for primary outlet, Performance Internet, XFINITY Voice Unlimited™ and Carphone Minutes Latin America 300. Can substitute Carphone Minutes Mexico 300	\$134.99	No Change
<b>SurePrice<sup>4</sup></b>	\$134.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing 12/10/13 thru 06/30/14)	\$124.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13)	\$119.99	No Change
<b>XFINITY 3600 Latino</b> Includes Digital Starter, Digital Preferred and XFINITY TV Latino for primary outlet, Performance Internet, XFINITY Voice Unlimited™ and Carphone Minutes Latin America 300. Can substitute Carphone Minutes Mexico 300	\$160.99	No Change
<b>SurePrice<sup>4</sup></b>	\$144.99	No Change
<b>XFINITY 3650 Latino</b> Includes Digital Starter, Digital Preferred, XFINITY TV Latino and Starz® for primary outlet, HD Technology Fee, Performance Internet, XFINITY Voice Unlimited™ and Carphone Minutes Latin America 300. Can substitute Carphone Minutes Mexico 300	\$170.49	No Change
<b>SurePrice<sup>4</sup></b>	\$154.99	No Change
<b>XFINITY 3150 Latino</b> Includes XFINITY TV 150 Latino for primary outlet, Economy Plus Internet and XFINITY Voice Unlimited™	\$52.45	No Change

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<b>XF TRIPLE PLAY PACKAGE REWARDS/ XFINITY LATINO PAQUETE TRIPLE REWARDS</b>	<b>Regular Price</b>	<b>Starter XF, XFINITY 3450 Latino</b>	<b>Preferred XF, XFINITY 3600 Latino</b>	<b>HD Preferred XF, XFINITY 3650 Latino</b>	<b>HD Preferred Plus XF</b>	<b>HD Premier XF5</b>	<b>HD Complete XF5</b>
<b>HBO®6</b> (Current Price/New Price)	\$18.95/ \$15.00	\$15.00/ No Change	\$15.00/ No Change	\$15.00/ No Change	\$15.00/ No Change	Included/ No Change	Included/ No Change
<b>Showtime®6</b> (Current Price/New Price)	\$19.95/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	Included/ No Change	Included/ No Change
<b>Starz®6</b> (Current Price/New Price)	\$19.95/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	Included/ No Change	Included/ No Change	Included/ No Change	Included/ No Change
<b>Cinemax®6</b> (Current Price/New Price)	\$19.95/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	Included/ No Change	Included/ No Change
<b>The Movie Channel®6</b> (Current Price/New Price)	\$19.95/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	Included/ No Change	Included/ No Change
<b>Sports Entertainment Package®7</b> (Current Price/New Price)	\$8.95/ No Change	\$8.95/ No Change	\$8.95/ No Change	\$8.95/ No Change	\$8.95/ No Change	Included/ No Change	Included/ No Change
<b>DVR Service®8</b> (Current Price/New Price)	\$8.00/ \$10.00	\$8.00/ \$10.00	\$8.00/ \$10.00	\$8.00/ \$10.00	\$8.00/ \$10.00	Included/ No Change	Included/ No Change
<b>AnyRoom® DVR Service®8</b> (Current Price/New Price)	\$10.00/ No Change	\$10.00/ No Change	\$10.00/ No Change	\$10.00/ No Change	\$10.00/ No Change	Included/ No Change	Included/ No Change
<b>Digital Additional Outlet Service®10 (SD or HD)</b> (Current Price/New Price)	\$0.95/ No Change	\$0.95/ No Change	\$0.95/ No Change	\$0.95/ No Change	\$0.95/ No Change	\$0.95/ No Change	Included (up to 3)/ No Change
<b>HD Technology Fee®11</b> (Current Price/New Price)	\$0.95/ No Change	\$0.95/ No Change	\$0.95/ No Change	Included/ No Change	Included/ No Change	Included/ No Change	Included/ No Change
<b>3D Technology Fee®12</b> (Current Price/New Price)	\$0.00/ No Change	\$0.00/ No Change	\$0.00/ No Change	\$0.00/ No Change	\$0.00/ No Change	\$0.00/ No Change	\$0.00/ No Change
<b>Blast!® Speed Upgrade</b> (Current Price/New Price)	\$13.95/ \$6.95	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	Included/ No Change	Included/ No Change	Included/ No Change
<b>Extreme 150 Upgrade®13</b> (Current Price/New Price)	\$59.95/ No Change	\$46.00/ No Change	\$46.00/ No Change	\$46.00/ No Change	\$38.00/ \$34.00	\$36.00/ \$34.00	\$36.00/ \$34.00

<b>DOUBLE PLAY PACKAGES</b>	<b>Current Price</b>	<b>New Price Eff. 12/20/14</b>
<b>Blast Plus™ with HBO®</b> Includes Digital Economy, StreamPix™ and HBO® for primary outlet and Blast!® Internet SurePrice®	\$91.95/ \$74.99	\$93.95/ No Change
<b>SurePrice®</b> (for 12 month promotion customers subscribing on or before 09/23/14)	\$69.99	No Change
<b>Internet Plus</b> Includes Limited Basic, HBO®, StreamPix™, standard definition digital converter and remote for primary outlet and Performance Internet SurePrice®	\$69.95/ \$64.99	\$74.95/ No Change
<b>SurePrice®</b> (for 12 month promotion customers subscribing on or before 09/23/14)	\$59.99	No Change
<b>Preferred XF Double Play</b> Includes Digital Starter and Digital Preferred for primary outlet and Performance Internet SurePrice®	\$141.85/ \$100.99	No Change/ No Change
<b>XFINITY 2300 Latino</b> Includes XFINITY TV 300 Latino for primary outlet and Performance Internet SurePrice®	\$103.90/ \$99.99	No Change/ No Change
<b>XFINITY 2450 Latino</b> Includes XFINITY TV 450 Latino for primary outlet and Performance Internet SurePrice®	\$123.90/ \$109.99	No Change/ No Change
<b>SurePrice®</b> (for 12 month promotion customers subscribing on or before 05/13/14)	\$104.99	No Change
<b>XFINITY 2600 Latino</b> Includes Digital Starter, Digital Preferred and XFINITY TV Latino for primary outlet and Performance Internet SurePrice®	\$159.80/ \$119.99	No Change/ No Change
<b>XFINITY 2150 Latino</b> Includes XFINITY TV 150 Latino for primary outlet and Economy Plus Internet	\$57.90	No Change

## XFINITY® TV

<b>BASIC SERVICES</b>	<b>Current Price</b>	<b>New Price Eff. 12/20/14</b>
<b>Lowell, MA</b>		
<b>Limited Basic®14</b>	\$12.00	No Change
<b>Broadcast TV Fee</b>	\$1.50	\$3.25
<b>Expanded Basic®15</b> Includes standard definition digital converter and remote for primary outlet	\$57.95	No Change
<b>Franchise Related Cost®16</b>	\$0.31	No Change
<b>DIGITAL SERVICES</b>	<b>Current Price</b>	<b>New Price Eff. 12/20/14</b>
<b>Digital Economy</b> Includes Limited Basic, additional digital channels and a standard definition digital converter and remote for the primary outlet, access to Pay-Per-View and On Demand programming and Music Choice®	\$30.95	No Change
<b>With XFINITY Voice or Internet Service</b>	\$37.95	No Change
<b>Digital Starter®17</b> Includes Limited Basic, Expanded Basic, MoviePix, access to Pay-Per-View and On Demand programming and Music Choice®	\$60.95	No Change
<b>XFINITY TV 150 Latino</b> Includes Limited Basic, XFINITY TV Latino, standard definition digital converter and remote for primary outlet	\$17.95	No Change
<b>XFINITY TV 200 Latino</b> Includes Digital Economy, XFINITY TV Latino for primary outlet	\$41.95	No Change
<b>XFINITY TV 300 Latino</b> Includes XFINITY TV 200 Latino and additional digital channels for primary outlet	\$49.95	No Change
<b>XFINITY TV 450 Latino</b> Includes XFINITY TV 300 Latino and additional digital channels for primary outlet	\$61.95	No Change

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BASIC AND DIGITAL ANCILLARY SERVICES		Current Price	New Price Eff. 12/20/14
<b>HBO®6</b>		\$19.95	\$15.00
<b>Showtime®6</b>		\$19.95	\$12.00
<b>Starz®6</b>		\$19.95	\$12.00
<b>Cinemax®6</b>		\$19.95	\$12.00
<b>The Movie Channel®6</b>		\$19.95	\$12.00
<b>Playboy®6</b>		\$19.95	No Change
<b>Sports Entertainment Package7</b> includes over 78 channels, including NFL RedZone, ESPN, ESPN2, ESPN3, ESPN4, ESPN5, ESPN6, ESPN7, ESPN8, ESPN9, ESPN10, ESPN11, ESPN12, ESPN13, ESPN14, ESPN15, ESPN16, ESPN17, ESPN18, ESPN19, ESPN20, ESPN21, ESPN22, ESPN23, ESPN24, ESPN25, ESPN26, ESPN27, ESPN28, ESPN29, ESPN30, ESPN31, ESPN32, ESPN33, ESPN34, ESPN35, ESPN36, ESPN37, ESPN38, ESPN39, ESPN40, ESPN41, ESPN42, ESPN43, ESPN44, ESPN45, ESPN46, ESPN47, ESPN48, ESPN49, ESPN50, ESPN51, ESPN52, ESPN53, ESPN54, ESPN55, ESPN56, ESPN57, ESPN58, ESPN59, ESPN60, ESPN61, ESPN62, ESPN63, ESPN64, ESPN65, ESPN66, ESPN67, ESPN68, ESPN69, ESPN70, ESPN71, ESPN72, ESPN73, ESPN74, ESPN75, ESPN76, ESPN77, ESPN78, ESPN79, ESPN80, ESPN81, ESPN82, ESPN83, ESPN84, ESPN85, ESPN86, ESPN87, ESPN88, ESPN89, ESPN90, ESPN91, ESPN92, ESPN93, ESPN94, ESPN95, ESPN96, ESPN97, ESPN98, ESPN99, ESPN100.			
<b>Family Tier18</b> includes over 37 channels, including CNN Headline News, Scout24, National Geographic, and HGTV.		\$14.95	No Change
<b>XFINITY TV Latino®</b> includes over 45 channels of Spanish language programming.		\$17.95	No Change
<b>Digital Preferred19</b> includes over 65 channels, including Cartoon Channel, NFL Network, Destination America, DIY, and Crime Justice.		\$17.95	No Change
<b>Digital Preferred plus One Premium7</b> includes Digital Preferred and choice of Showtime®, Starz®, Cinemax®, or The Movie Channel®.		\$32.45	\$29.95
<b>Digital Preferred with HBO®7</b> includes Digital Preferred and HBO®.		\$32.45	\$29.95
<b>Digital Preferred plus Two Premiums7</b> includes Digital Preferred and choice of two premium channels of Showtime®, Starz®, Cinemax®, or The Movie Channel®.		\$43.45	\$41.95
<b>Digital Preferred Plus7 and One Premium7</b> includes Digital Preferred, HBO®, and choice of Showtime®, Starz®, Cinemax®, or The Movie Channel®.		\$43.45	\$44.95
<b>Digital Preferred Plus7</b> includes Digital Preferred, HBO®, and Starz® (no longer available for new subscription effective 12/20/14).		\$43.45	\$44.95
<b>Digital Premier7</b> includes Digital Preferred, HBO®, Showtime®, Starz®, Cinemax®, and Sports Entertainment Package.		\$52.45	\$49.95
<b>HD Technology Fee11</b>		\$9.95	No Change
<b>3D Technology Fee12</b>		\$0.00	No Change
<b>DVR Service8</b>		\$9.00	\$10.00
<b>AnyRoom® DVR Service9</b>		\$10.00	No Change
<b>Digital Additional Outlet Service10</b> (SD or HD)		\$9.95	No Change
with DVR Service8		\$17.95	\$19.95
with AnyRoom® DVR Service		\$19.95	No Change
with AnyRoom® DVR Service (client)		\$9.95	No Change
with CableCARD20		\$7.45	No Change
<b>Digital Adapter Additional Outlet Service21</b> (SD or HD)		\$11.99	\$2.99
with Digital Cinema22		\$0.99	\$2.99
with Family Tier23		\$0.50	\$2.99
with XFINITY TV Latino24		\$0.50	\$2.99
<b>INTERNATIONAL SELECTIONS6</b>			
<b>Rai Italia (Italian)</b>		\$0.99	No Change
<b>TV5 MONDE (French)</b>		\$9.99	No Change
<b>CTI-Zhong Tian Channel (Chinese/Mandarin)</b>		\$11.99	No Change
<b>RTN (Russian)</b>		\$14.99	No Change
<b>Willow Plus (South Asian/Cricket Sport)</b>		\$14.99	No Change
<b>Zee TV (South Asian)</b>		\$14.99	No Change
<b>SIC (Portuguese)</b>		\$9.99	No Change
<b>TV Globo (Portuguese/Brazilian)</b>		\$19.99	No Change
<b>PFC (Portuguese/Brazilian)</b>		\$19.99	No Change
<b>TV Globo &amp; PFC (Portuguese/Brazilian)</b>		\$29.99	No Change

PAY-PER-VIEW AND ON DEMAND SUBSCRIPTION SERVICES25		Current Price	New Price Eff. 12/20/14
<b>Bollywood Hits On Demand</b>		\$12.99	No Change
<b>Bollywood Hits On Demand</b> w/2x South Asian international selection		\$9.99	No Change
<b>Here! TV On Demand</b>		\$7.99	No Change
<b>The Jewish Channel On Demand</b>		\$6.99	No Change
<b>Too Much for TV On Demand</b>		\$14.99	No Change
<b>Disney Family Movies On Demand</b>		\$5.99	No Change
<b>Pay-Per-View and On Demand Movies and Events26</b> (per title or event)	Prices Vary	No Change	
<b>Streamplex™27</b>		\$1.99	No Change
<b>Vivid On Demand Subscription28</b>		\$19.95	No Change
<b>Hustler On Demand Subscription28</b>		\$19.95	No Change
<b>TEN On Demand Subscription28</b>		\$19.95	No Change

#### SPORTS PACKAGES25

MLB Extra Innings®, MLB Direct Kick, NHL® Center Ice®, NBA League Pass, ESPN GamePlan, ESPN Full Court Call 1-800-XFINITY for pricing

VIDEO EQUIPMENT		Current Price	New Price Eff. 12/20/14
<b>Limited Basic Only Converter</b>		\$1.00	No Change
<b>Digital Converter</b>		\$2.50	No Change
<b>Remote Control</b>		\$0.18	No Change
<b>HD Digital Converter (Limited Basic Only)</b>		\$2.50	\$2.50
<b>Digital Adapter (Limited Basic Only - Family Tier, SD or HD)</b>		\$0.00	No Change
<b>Digital Adapter (Limited Basic Only - 1st and 2nd Additional Outlet, SD or HD)</b>		\$0.00	No Change
<b>Digital Adapter (Limited Basic Only - 3rd Additional Outlet and above, SD or HD)</b>		\$0.50	No Change
<b>CableCARD (first card in device)</b>		\$0.00	No Change
<b>CableCARD (second card in same device)</b>		\$1.00	No Change

INSTALLATION FEES (FEE DIFFERENCE UNLESS NOTED)	Initial Installation of Service		After Initial Installation of Service	
	Current Price	New Price Eff. 01/01/15	Current Price	New Price Eff. 01/01/15
<b>Unwired Home29, 30</b> (Standard Installation)	\$32.00	No Change	N/A	N/A
<b>Wired Home29, 30</b> (Standard Installation)	\$37.00	No Change	N/A	N/A
<b>Two Products31</b>	\$20.00	No Change	N/A	N/A
<b>Three Products32</b>	\$30.00	No Change	N/A	N/A
<b>Installation of each Additional Outlet</b>	\$13.35	\$14.40	\$12.15	\$13.20
<b>Activation of each Additional Outlet</b>	\$2.00	\$5.10	\$2.00	\$2.00
<b>Relocate Additional Outlet</b>	\$13.35	\$14.40	\$12.15	\$13.20
<b>Connect VCR/DVD</b>	\$7.90	\$7.95	\$6.95	\$6.90

Upgrade/Downgrade of Service (No in-home visit required)		Current Price	New Price Eff. 01/01/15
<b>Upgrade DVR Service</b>		\$75.40	\$78.45
<b>Upgrade of Service</b> (in-home visit required)		\$26.30	\$28.45
<b>Downgrade of Service</b> (in-home visit required)		\$12.95	\$12.40
<b>Hourly Service Charge30</b> (for custom installation work)		\$11.75	\$8.80
<b>In-Home Service Visit</b> (XFINITY TV)		\$32.10	\$37.05

REACTIVATION FEES (NO in-home visit required) (FEE DIFFERENCE UNLESS NOTED)		Current Price	New Price Eff. 01/01/15
<b>Office reactivation for XFINITY Internet</b>		\$5.00	No Change
<b>Office reactivation for XFINITY Voice</b>		\$5.00	No Change
<b>Office reactivation for XFINITY TV</b>		\$1.00	No Change

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# **MISCELLANEOUS FEES**

(FREQUENCY OF OCCURRENCE NOT SHOWN)

## **Customer-Owned Video Equipment Credit**

(See [www.comcast.com/equipmentpolicy](http://www.comcast.com/equipmentpolicy) for additional information)

	Current Price	New Price (12/20/14)
<b>Regional Sports Fee</b> <sup>33</sup> (per month)	N/A	\$1.00
<b>Service Protection Plan</b> <sup>34</sup> (per month) inside home wiring protection for cable TV, high-speed internet and phone services	\$3.95	\$4.95
<b>X1 Platform Upgrade Fee</b>	\$49.99	No Change
<b>Field Collection Charge</b> Visit to customer's residence required to collect paid due balance or unreturned equipment	\$75.00	No Change
<b>Returned Payment Item</b> (each)	\$20.00	No Change
<b>Late Fee</b>	5% of overdue balance	No Change
<b>Convenience Fee—Agent</b> For payment made by phone with a Customer Care Representative	\$5.99	No Change
<b>Unreturned or Damaged Equipment Fees</b> <sup>35</sup> (per piece)	Replacement Cost	No Change
<b>Self Install Kit</b> <sup>36</sup>	\$15.00	No Change
<b>Self Install Kit Shipping and Handling</b> (Standard Shipping)	\$4.95	No Change
<b>Self Install Kit Shipping and Handling</b> (Priority Shipping)	\$29.95	No Change
<b>Accessory Shipping and Handling</b>	\$5.95	No Change
<b>TV Guide® Weekly Magazine</b> (per month)	\$4.20	No Change

Certain services available separately or as a part of other levels of service. Comcast service is subject to Comcast's standard terms and conditions of service. Unless otherwise specified, prices shown are the monthly charge for the corresponding service, equipment or package. Prices shown do not include applicable taxes, franchise fees, FCC fees, Regulatory Recovery Fee, Public Access fees, other state or local fees or other applicable charges (e.g., per-call toll or international charges). After a notice of an increase in price, you may change your level of service at no additional charge for a period of 30 days from the effective date of the change. Please refer to your billing statement for your Local Franchising Authority's name and address. Prices, services and features are subject to change. If you are a video service customer and you own a compatible digital converter or CableCARD device, please call 1-800-XFINITY for pricing information or visit [www.comcast.com/equipmentpolicy](http://www.comcast.com/equipmentpolicy). For information about XFINITY policies and terms of service, go to [www.comcast.com/policies](http://www.comcast.com/policies). ©2014 Comcast. All rights reserved.

- Requires a Voice/Data Modem, except for HD Complete Triple Play.
- XFINITY Home Secure 300 and XFINITY Home 350 requires 2 year agreement with early termination fee if terminated prior to end of term. For additional information on XFINITY Home Security go to [www.xfinity.com/home](http://www.xfinity.com/home).
- SurePrice only available for 12 months to Quad Play customers with Starter XF Triple Play, Preferred XF Triple Play and HD Preferred XF Triple Play customers after 12 month promotional pricing with 12 month contract. SurePrice only available for 12 months to Quad Play customers with HD Premier XF Triple Play and HD Complete XF Triple Play customers after 24 month promotional pricing with 24 month contract.
- SurePrice only available for 12 months to XF Triple Play or XFINITY Latino Package Triple, Blast Plus with HBO® Double Play, Internet Plus, Preferred XF Double Play, XFINITY 2300 Latino, XFINITY 2450 Latino and XFINITY 2600 Latino customers after 12 month promotional package.
- AnyRoom® DVR Service is included with HD Premier Triple Play and HD Complete Triple Play if AnyRoom® DVR Service is installed on primary outlet.
- Requires digital converter or CableCARD and Limited Basic.
- Requires Digital Starter.
- Requires HD Technology Fee. Digital Additional Outlet Service required for LMT Service on additional outlets. Not available to customers with Limited Basic only.
- Sold only with Digital Additional Outlet Service for up to 3 TVs, maximum 3 clients per household. Requires HD Technology Fee and professional installation. Not available to customers with Limited Basic only.
- Not available to Limited Basic only customers. Digital service tier on additional outlet corresponds to digital service tier on primary outlet.
- Not available to customers with Limited Basic only. Must subscribe to HD Technology Fee to receive HD programming.
- Requires HD Technology Fee.

- Not available in all areas. May require installation and non-refundable installation charge.
- Requires digital adapter, CableCARD or digital converter.
- Requires purchase of Limited Basic.
- Franchise Related Costs are costs associated with providing public, educational and/or government access facilities and equipment and/or other related costs in your community.
- Discount of \$2.00 off of Digital Starter available to customers age 65+ who are head of household and are eligible/receiving any of the following: SSI, Medicaid, MA Health, MA Fuel or PITA. Basic tiers apply.
- Requires digital converter and purchase of Limited Basic and cannot be combined with Expanded Basic Family Tier programming included in Digital Services except for XFINITY TV Latino.
- Requires Digital Starter or XFINITY TV 450 Latino.
- Applicable with a subscription to any level of digital service, includes a customer owned video equipment credit of \$2.00. An additional charge will apply for additional CableCARDs on the same device.
- Includes digital adapter and remote. Digital service tier on additional outlet corresponds to digital service tier on primary outlet. Does not include access to On Demand content, premium channels or programming guide. Not available to customers with Limited Basic only.
- Requires Digital Economy on primary outlet. Does not include access to On Demand content, premium channels or on screen programming guide.
- Requires Family Tier on primary outlet. Does not include access to On Demand content, premium channels or on screen programming guide.
- Requires XFINITY TV Latino on primary outlet. Does not include access to On Demand content, premium channels or on screen programming guide.
- Requires digital converter and Limited Basic. Specs packages will automatically renew at the start of each season at that season's full-season early-bird rate, provided Comcast still carries the package. Subscription will automatically be billed in 4 total payments. Call 1-800-XFINITY to cancel subscription or automatic renewal up to 30 days into the season. Charges are non-refundable after the first 30 days of the season. Other restrictions may apply. Customers, enrolled in the auto renewal program moving to another Comcast serviceable address and continuing service with Comcast in or out of season, will remain enrolled in the auto renewal program.
- Price of Pay-Per-View or On Demand Movie or Event is displayed prior to the completion of the Pay-Per-View or On Demand ordering process.
- Requires digital converter and Limited Basic to receive Streamlight™ on television. Streamlight™ included with the following tiers of service: HD Preferred Plus XF Triple Play, HD Premier XF Triple Play or HD Complete XF Triple Play. HD content requires subscription to HD Technology Fee. Streaming to iOS device requires XFINITY™ TV app, internet service with bandwidth of at least 600 Kbps and a subscription to Limited Basic. Streaming to laptop/computer requires equipment meeting minimum requirements posted at <http://customer.comcast.com/help-and-support/Internet/requirements-to-run-xfinity-Internet-service/>, internet service with bandwidth of at least 600 Kbps and a subscription to Limited Basic.
- Requires Limited Basic and digital converter. Not available in all areas.
- Does not include installation charges for Extreme 150 Internet Service, Extreme 505 Internet Service, XFINITY Home Security, Wireless Networking, XFINITY Internet or XFINITY Voice activation fees.
- Standard/Product installations include video installations up to 15 feet from exterior Comcast plant, unless noted differently in the local franchise agreement. Custom installations include installations which require in wall wiring or installations in extensive drop ceilings, basements, or crawl spaces.
- Includes two of the following installations: XFINITY TV - Unwired or Wired Home Standard Installation, XFINITY Internet - Professional Internet Installation or XFINITY Voice - Standard Installation. Does not include Extreme 505 or Extreme 150 Internet Service installation charge, wireless networking activation or fees.
- Includes up to three outlets, XFINITY TV - Unwired or Wired Home Standard Installation, XFINITY Internet - Professional Internet Installation and XFINITY Voice - Standard Installation. Does not include Extreme 505 or Extreme 150 Internet Service installation charge, wireless networking or activation fees.
- Applies to XFINITY TV Digital Starter and above and XFINITY TV 450 Latino.
- See <http://www.comcast.com/app> for information on Service Protection Plan.
- Contact 1-800-XFINITY for questions regarding equipment replacement charges.
- Does not apply to CableCARD Self Install Kit.

1                                    **Schedule 4.3 – Broad Categories of Programming**

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- 3    Children's Programming
- 4    Music Programming
- 5    Government and Public Affairs Programming
- 6    News Programming
- 7    Religious Programming
- 8    Sports Programming
- 9    General Entertainment Programming
- 10    Ethnic Programming
- 11    Educational Programming
- 12    Pay TV Services Programming
- 13    Interactive Programming

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## Schedule 4.4 – Channel Line-Up as of Effective Date

### XFINITY® CHANNEL LINE-UP

<b>Unlimited Basic</b>	724 WUNI-LATV	61 Comedy Central	830 FX HD	221 Discovery Family Channel	905 BET HD	855 Spike TV HD
2 WGBH-2 (PBS)	791 QVC HD	62 Syfy	831 TBS HD	222 Disney XD	907 Hallmark HD	862 Syfy HD
3 HSN	801 WGBX-44 (PBS) HD	63 Animal Planet	832 HGTV HD	224 TeenNick	910 H2 HD	867 TLC HD
4 WBZ-4 (CBS)	802 WGBH-2 (PBS) HD	64 TV Land	833 TNT HD	227 Science Channel	<b>XFINITY TV 300 Latino</b>	901 MSNBC HD
5 WCVB-5 (ABC)	803 WBPX-68 (ION) HD	65 NBC Sports Network	834 E! HD	240 DIY		903 Turner Classic Movies HD
6 NECN	804 W8Z-4 (CBS) HD	66 RTPI	835 USA HD	247 C-SPAN2	25 Nickelodeon	912 TV One HD
7 WHDH-7 (NBC)	805 WCVB-5 (ABC) HD	67 BET	836 Lifetime HD	792 Disney XD HD	26 ABC Family	920 BBC America HD
8 Public Access	806 WFTX-25 (FOX) HD	69 Golf Channel	837 A&E HD	821 National Geographic HD	28 MTV	924 FXX HD
9 WMUR-9 (ABC)	807 WHDH-7 (NBC) HD	71 History	839 Velocity HD	824 Disney HD	29 VH1	<b>XFINITY TV 450 Latino (Includes Digital Economy, XFINITY TV 300 Latino and XFINITY TV Latino)</b>
10 WWDP (ShopHQ)	808 WLVI-56 (CW) HD	88 HSN2	841 Fox News HD	825 Nick HD	30 FX	
12 WLVI-56 (CW)	809 WMUR-9 (ABC) HD	182 TVGN	842 CNN HD	832 HGTV HD	32 HGTV	
13 WFTX-25 (FOX)	810 NECN HD	186 truTV	843 CNN Headline News HD	833 CNN Headline News HD	38 TLC	
14 WSBK myTV38 (MyTV)	811 WBIN (IND) HD	199 Hallmark Movies & Mysteries	846 Universal HD	843 CNN Headline News HD	43 CNN Headline News	
15 WBPX-68 (ION)	814 WSBK myTV38 (MyTV) HD	200 MoviePlex	847 The Weather Channel HD	847 The Weather Channel HD	46 CNBC	
16 WGBX-44 (PBS)	815 WNEU-60 (Telemundo) HD	208 Hallmark Channel	848 Golf Channel HD	854 Food Network HD	54 Travel Channel	
17 WUNI-27 (UNI)	816 WUNI-27 (UNI) HD	211 Esquire Network	849 ESPN HD	856 Science Channel HD	55 Spike TV	
18 WBIN (IND)	817 WUTF-66 (UniMas) HD	215 WE tv	850 ESPN2 HD	<b>Digital Economy (Includes Limited Basic)</b>	57 Bravo	
19 WNEU-60 (Telemundo)	818 WWDP (ShopHQ) HD	216 Oxygen	851 NESN HD		62 Syfy	
20 WMFP-62 (IND)	906 HSN HD	218 Sprout	852 Comcast SportsNet HD		88 HSN2	
21 WUTF-66 (UniMas)	<b>Expanded Basic</b>	234 Inspiration Network	854 Food Network HD		200 MoviePlex	
22 Educational Access	1 On Demand	235 UP	855 Spike TV HD		211 Esquire Network	
23 WYDN-48 (Daystar)	24 Disney Channel	238 EWTN	858 Comedy Central HD		213 Turner Classic Movies	
44 C-SPAN	25 Nickelodeon	241 BBC America	859 AMC HD		214 TV One	
48 Jewelry Television	26 ABC Family	242 H2	860 Cartoon Network HD		216 WE tv	
58 QVC	27 Food Network	243 FVI	862 Syfy HD		218 Sprout	
95 Educational Access	28 MTV	247 C-SPAN2	863 Animal Planet HD		226 OWN	
98 CKSH-9 (Canadian)	29 VH1	249 C-SPAN3	865 NBC Sports Network HD		236 The Word Network	
99 Government Access	30 FX	250 Fox Sports 1	866 TLC HD		241 BBC America	
183 Jewelry Television	31 TBS	251 MSNBC	872 History HD		251 MSNBC	
184 XFINITY Latino	32 HGTV	252 Investigation Discovery	901 MSNBC HD		256 FXX	
209 WGBH World	33 TNT	256 FXX	902 truTV HD		267 GSN	
217 WGBH Kids	34 E!	267 GSN	905 BET HD		270 Lifetime Movie Network	
229 Trinity Broadcasting Network	35 USA	270 Lifetime Movie Network	907 Hallmark HD		284 Fox Business Network	
237 WGBH Create	37 A&E	284 Fox Business Network	908 UP HD		663 Encore Español	
268 CatholicTV	38 TLC	333 XFINITY 3D^	909 Investigation Discovery HD		<b>Digital Preferred</b>	
283 Leased Access	39 Discovery Channel	784 Travel Channel HD	910 H2 HD		1 On Demand	
288 WBIN-Live Well Network	41 Fox News	787 Esquire Network HD	916 Bloomberg TV HD		125 RLTV	
289 WBIN WeatherNation	42 CNN	788 Lifetime Movie Network HD	920 BBC America HD		137 SEC Network	
290 WNEU-Exitos	43 CNN Headline News	789 Fox Business Network HD	921 Oxygen HD		176 Ovation	
291 WLVI-TCN	45 Bloomberg TV	790 Hallmark Movies & Mysteries HD	924 FXX HD		187 Revolt	
292 WCVB MeTV	46 CNBC	794 Bravo HD	925 Fox Sports 1 HD		190 BBC World	
295 WYDN-48 (Daystar)	47 The Weather Channel	795 CNBC HD	<b>Family Tier</b>		191 BabyFirst TV Americas	
296 WFTX-MOVIES!	49 ESPN	797 FYI HD	24 Disney Channel		193 Smithsonian Channel	
297 WHDH-This TV	50 ESPN2	799 WE tv HD	25 Nickelodeon		196 Jewish Life TV (JLTV)	
298 WMUR-MeTV	51 NESN	823 Discovery HD	27 Food Network		197 Encore Family	
299 WUNI-LATV (Mundo Fox)	52 Comcast SportsNet	824 Disney HD	32 HGTV		198 REEL Z	
300 WFXZ-24 (Mundo Fox)	54 Travel Channel	825 Nick HD	43 CNN Headline News		201 SundanceTV	
640 XFINITY Latino	55 Spike TV	826 ABC Family HD	47 The Weather Channel		202 Flix	
721 WFXZ-24 (Mundo Fox)	56 EWTN	827 MTV HD	210 National Geographic		203 Encore Action	
	57 Bravo	828 Palladia	218 Sprout		204 Encore Classic	
	59 AMC	829 VH1 HD			205 Encore Suspense	
	60 Cartoon Network					

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# **XFINITY® CHANNEL LINE-UP (continued)**

206 Indeplox	599 NBA TV	248 ESPNNews	<b>Sports Pay-Per-View</b>	875 Starz HD	678 LAS
207 Encore Westerns	686 Mnet	255 Outdoor Channel	591 59G ESPN	876 Starz Comedy HD	704 Supercanal Caribe
210 National Geographic	705 Mun2	257 NBA TV	Fullcourt/ GamePlan	877 Showtime HD	705 Mun2
212 i!C	711 Tr3s	258 ESPN Classic	600 NBA LP PRE	878 Showtime 2 HD	706 Discovery en español
214 TV One	715 NFL Network	259 NHL Network	601-610 MLS-NBA	880 Showtime Extreme HD	707 Cine Latino
220 Nicktoons	719 Galavision	260 TVG	TFAM 1 10	883 TMC HD	708 FOX Deportes
221 Discovery Family Channel	793 AXS TV	261 CBS Sports Network	612 TEAM HD	884 TMC Xtra HD	709 CNN en Español
222 Disney XD	795 Encore HD	262 FCS Atlantic	621-634 MLB-NHL	<b>International Channels**</b>	711 Tr3s
223 Nick Jr.	792 Disney XD HD	263 FCS Central	CAME	134 Willow Plus	712 Viendo Movies
224 TeenNick	793 Fuse HD	264 FCS Pacific	635 GAME HD	679 Rai Italia	713 Cine Mexicano
225 Indeplox	796 ESPNNews HD	265 NFL Network	636 GAME 2 HD/ TEAM HD	680 IV Globo	716 History en español
226 OWN	798 IFC HD	266 Tennis Channel	<b>Digital Premium</b>	681 SIC	717 WAPA America
227 Science Channel	821 National Geographic HD	268 MLB Network	301 HBO	682 PFC	718 Telemundo Internacional
228 Nick 100	822 NHL Network HD	278 FX Movie Channel	302 HBO2	685 Willow Plus	719 Galavision
230 Discovery Fit and Health	853 NFL Network HD	285 HG Ten Network	303 HBO Signature	688 IVS MONDI	720 ESPN Deportes
231 pivot	856 CBS Sports Network HD	286 ESPN2	304 HBO Family	701 Joe TV	722 Babyfirst TV (Spanish)
232 Nat Geo Wild	864 CMT HD	287 NFL RedZone	305 HBO Comedy	702 CTI-7Hong Tan	723 CentroAmericana
233 Destination America	866 Science Channel HD	288 NFL Network	306 HBO Zone	703 HLN	725 Discovery Familia (Spanish)
236 The World Network	900 ESPN HD	226 beIN Sports (Spanish)	307 HBO Latino	<b>XFINITY TV Latino</b>	727 UniMas West
239 Cooking Channel	904 MGM HD	796 ESPNNews HD	321 Starz	641 TBN Enlace USA	728 Univision West
240 DIY	911 Destination America HD	822 NHL Network HD	322 Starz Edge	642 Telefe Internacional	757 Television Dominicana
244 Disney Junior	912 TV One HD	838 Tennis Channel HD	323 Starz InBlack	643 TeleFormula	
245 WeatherScan Local	913 NBA TV HD	853 NFL Network HD	324 Starz Kids & Family	644 Pasiones	
248 ESPNNews	914 MLB Network HD	856 CBS Sports Network HD	325 Starz Cinema	645 IV Chile	
253 American Heroes Channel	915 Ovation HD	885 Big Ten Network HD	327 Starz Comedy	646 Nuestra Tele	
254 Al Jazeera America	922 Nat Geo Wild HD	899 NFL RedZone HD	338 5 StarMAX	647 VivenRola	
255 Outdoor Channel	928 SEC Network HD	900 ESPN HD	339 OuterMAX	648 Fox Life	
257 NBA TV	<b>Sports Entertainment Package</b>	903 Turner Classic Movies HD	340 MovieMAX	649 IWI 1 act	
259 NHL Network	126 Crime and Investigation	913 NBA TV HD	341 Cinemax	650 TV Venezuela	
260 TVG	127 Military History Channel	914 MLB Network HD	342 MoreMAX	652 Telehit	
261 CBS Sports Network	128 SportsNet NY (OUM)	<b>Music Choice*</b>	343 ActionMAX	653 Rimonson Latino	
265 NFL Network	130 Comcast SportsNet Chicago (OOM)	501-550 Channel Information Available on musicchoice.com	344 ThrillerMAX	654 Bandamax	
269 MLB Network	133 Comcast SportsNet Bay Area (OOM)	<b>Pay-Per-View</b>	361 Showtime	655 De Pelicula	
271 iUse	135 ESPN Goal Line	362 Showtime 2	363 Showtime Showcase	656 De Pelicula Clasico	
272 MTV Hits	136 The Sportsman Channel	364 Showtime Extreme	365 Showtime Beyond	657 SUN Peru	
273 MTV2	192 beIN Sports (English)	366 Fox	381 The Movie Channel	658 VME Kids	
274 Centric	194 PAC 12	382 TMC Xtra	451 Playboy Channel*	659 Canal SUR	
275 VH1 Soul	195 Outside TV	773 HBO Latino HD	775 HBO Zone HD	660 Once Mexico	
276 CMT Pure Country	213 Turner Classic Movies	868 Cinemax HD	870 HBO HD	661 Multimedias television	
277 VH1 Classic		871 HBO2 HD	873 Starz Edge HD	662 Mexicana	
279 Great American Country		874 Starz Kids & Family HD		666 HLN	
280 MTV Jams				667 Gran Cine	
281 LOGO				668 EWTN Español	
282 CMT				670 Ecuavisa Internacional	
286 ESPN2				673 Caracol TV	
326 Encore				674 Canal 52MX	
				675 CineSunny	

Some restrictions apply. Not all programming is available in all areas. Digital capable equipment is required to receive any channel. High definition capable equipment is required to receive high-definition channels. Additional equipment fees may apply.

\*A subscription to Playboy Channel digital service is required to receive this channel.  
 \*\*Available on individual pay-per-view only.

\*Requires 3C TV, Comcast digital converter with 3D capability and subscription to 3D technology fee.

Music Choice - A minimum subscription to Limited Basic and a digital converter is required to receive these channels.

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## Schedule 4.5 – Leased Access Policy

### Overview of Leased Access Policies

The policies outlined here are intended to provide the reader with an overview of Comcast's policies with regard to commercial leased access. The policies and rights of Comcast, as well as the responsibilities of leased access programmers, are more fully treated in the leased access channel agreement, which is available to programmers upon written request.

- It is the policy of Comcast to designate channel capacity for commercial use by unaffiliated persons in accordance with the requirements of Section 612 of the Communications Act, as amended (47 USC 532, 47 CFR 76.970 et eq.).
- Potential programmers are advised to complete the Comcast Leased Access Application to ensure basic contact information and leased access play back request.
- Comcast will enter into all negotiations and discussions with an access programmer "in good faith," with respect to placement on a tier or on an a la carte basis, billing services, etc. For programmers wishing to lease channel time on a part-time basis, reasonable efforts will be made to accommodate approximate time requests.
- Comcast may, as it deems appropriate in its sole discretion, prescreen any leased access programming.
- Comcast requires general liability and broadcaster's liability insurance and error and omissions insurance from leased access providers. Broadcaster liability and errors and omissions insurance is available to leased access providers for a commercially reasonable annual fee from numerous underwriters. A minimum policy coverage for \$1m and \$2m aggregate is commensurate with our requirements. Comcast Cable Communications Management, LLC, 1 Comcast Center, 32<sup>nd</sup> floor, Philadelphia, PA 19103 must be named as certificate holder and additional insured.
- The attached "Comcast Leased Access Indecency Policy" is hereby adopted as the policy of Comcast. Comcast reserves the right to refuse to carry any leased access programming it determines in its sole discretion is obscene or indecent. Carriage of programming by Comcast shall not be deemed to mean that Comcast has determined that the programming is not obscene or indecent.
- If music of any kind is to be cablecast on a leased access channel, Comcast requires the leased access programmer to fully describe how rights to cablecast the music were obtained and, if necessary, to submit proof of rights to said music prior to the signing of the Channel Lease Agreement. Comcast also may request a programmer to submit proof of rights to foreign or other programming.
- Before a Channel Lease Agreement is signed, a programmer must:
  - (1) Provide proof of general liability and broadcaster's liability and errors and omissions insurance;
  - (2) If applicable, provide proof of music rights for any music that is to be cablecast on the channel (or rights to other programming);
  - (3) Submit a statement that any programming carried on the leased channel will be neither obscene nor indecent, and, if the programming is live, that reasonable efforts will be made to ensure that the programming is neither obscene nor indecent; and
  - (4) Pre-pay in full for all leased channel time. If the term of the lease is greater than thirty days, Comcast will only request pre-payment for the first thirty days of channel time.
- By execution of the Leased Channel Lease Agreement, all leased access users shall be required to indemnify Comcast for all costs and expenses of defending any prosecution or other proceeding brought against Comcast in connection with the carriage of any alleged obscene or indecent program which was certified by the programmer as neither obscene nor indecent.

COMCAST

Comcast Leased Access Indecency Policy

As authorized by federal law, it is Comcast's general policy to refuse carriage of indecent programming on commercial leased access channels. In certain limited cases, only upon Comcast's prior written consent on a case by case basis, which consent may be withheld by Comcast in its sole discretion, Comcast may make limited exceptions to this policy and allow the carriage on commercial leased access channels of indecent programming that is scrambled, cablecast only during late night hours or otherwise determined by Comcast to be cablecast in a manner that protects its customers from undesired viewing of the indecent programming. In most cases Comcast will require a certification as to all indecent programming that meets the requirements contained in Exhibit D to Comcast form of Channel Lease Agreement.

Nothing in this Indecency Policy shall constitute an agreement by Comcast to cablecast any indecent programming, no matter how cablecast, and no matter what certifications are made, on any commercial leased access channel. Consequently, unless Comcast already has agreed in writing to cablecast indecent programming in the specific circumstance, ***no leased access user may transmit, or submit for transmission, any indecent programming on any full-time or part-time leased access channel on any Comcast cable system.***

Comcast does not intend to routinely pre-screen leased access programming for indecency. Rather, Comcast will rely on the leased access channel user's warranty, made in the Channel Lease Agreement that the leased access channel user will not transmit, or submit for transmission, any unapproved indecent program material. However, Comcast reserves the right to pre-screen leased access programming from time to time, at its sole discretion. If, in pre-screening leased access programming or through notification from subscribers, officials, community residents, or otherwise, Comcast discovers that leased access programming contains unapproved indecent material, Comcast will prohibit or reschedule transmission of that leased access programming or take other appropriate action. Any leased access user who transmits unapproved indecent programming, or submits such programming for transmission over a Comcast cable system, in violation of this policy and/or in breach of the warranties made in the Channel Lease Agreement will subject the Channel Lease Agreement to immediate termination. Comcast also reserves the right to pursue all remedies available to it under the Channel Lease Agreement, at law and in equity.

Indecent material is defined by the Communications Act of 1934, as amended, as "programming that the cable operator reasonably believes describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards." 47 U.S.C. §532(h). In evaluating whether material is indecent, Comcast will apply a good faith judgment under this standard, and may look to such explanations published by the FCC or other authority that may come to its attention.

**Schedule 5.1 – Lowell I-Net Locations**

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DESCRIPTION	IN USE	LOCATION
1. Dr. Gertrude M. Bailey Elementary School	Yes	175 Campbell Drive
2. Cardinal O'Connell McHugh Alternative Program	Yes	21 Carter Street
3. Greenhalge School	Yes	149 Ennell Street
4. Laura Lee Alternative Program	Yes	235 Powell Street
5. Leblanc Therapeutic Day School (alternative)	Yes	58 Sycamore Street
6. Abraham Lincoln Elementary School	Yes	300 Chelmsford Street
7. S. Christa McAuliffe Elementary School	Yes	570 Beacon Street
8. Joseph A. McAvinue Elementary School	Yes	117 Mammoth Road
9. Moody Elementary School	Yes	138 Rogers Street
10. Molloy Lowell High Alternative Program	Yes	125 Smith Street
11. C.W. Morey Elementary School; to be rebuilt	Yes	114 Pine Street
12. Charlotte M. Murkland Elementary School	Yes	350 Adams Street
13. Pawtucket Memorial Elementary School	Yes	425 West Meadow Road
14. J.G. Pyne Arts School	Yes	145 Boylston Street
15. Peter W. Reilly Elementary School	Yes	115 Douglas Road
16. John J. Shaughnessy Elementary School	Yes	1158 Gorham Street
17. Varnum Literacy and Arts Elementary School (*CLOSED*)	Yes	115 Sixth Street
18. Washington Elementary School	Yes	795 Wilder Street
19. Bartlett Community Partnership School	Yes	79 Warrinalancit Street
20. James S. Daley Middle School	Yes	150 Fleming Street
21. H. J. Robinson Middle School	Yes	110 June Street
22. E. N. Rogers Middle School	Yes	43 Highland Street
23. James Sullivan Middle School	Yes	150 Draper Street
24. Dr. An Wang Middle School	Yes	365 West Meadow Road
25. Adult Basic Education Program @ the Green School	Yes	402 Merrimack Street
26. City Hall (MIS Department)	Yes	375 Merrimack Street
27. Lowell Memorial Auditorium	Yes	50 E. Merrimack Street
28. Lowell High School	Yes	50 Fr. Morrisett Boulevard
29. Smith Baker Center (*CLOSED*)	No (a,d)	400 Merrimack Street
30. Lowell High McDonough Freshman Academy (City Magnet)	Yes	43 French Street
31. Benjamin F. Butler Middle School	Yes	1140 Gorham Street
32. Middlesex Community College	Yes (c)	33 Kearney Square
33. Lowell Telecommunications Corp.	Yes (b, e)	256 Market Street
34. Police Headquarters	Yes	50 Arcand Drive
35. Fire Department Central	Yes	89 Moody Street
36. Pollard Memorial Library	Yes	401 Merrimack Street
37. Boot Mills	Yes	400 Foot of John Street
38. Greater Lowell Vocational High School	Yes (c)	250 Pawtucket Boulevard
39. Oakland Firehouse (Fire Training)	Yes	501 Rogers Street
40. Lowell Catholic High School	No (d)	530 Stevens Street
41. Lowell Housing Authority (LHA) – Moody St.	Yes (b)	350 Moody Street
42. Lowell Housing Authority (LHA) – Broadway St.	Yes (b, e)	735 Broadway Street

43. Lowell Housing Authority (LHA) – Chelmsford St.	Yes (b, e)	580 Chelmsford Street
44. Lowell Housing Authority (LHA) – Salem St.	Yes (b, e)	21 Salem Street
45. State Dept of Youth Svcs. (Elliot School; <b>*CLOSED*</b> )	<b>No (a, d)</b>	10 Favor Street
46. Cawley Stadium	Yes (c)	Village Street & Douglas Road
47. Lowell Wastewater	Yes	451 First Street
48. Department of Public Works	Yes	1365 Middlesex Street
49. Lowell Regional Water Utility	Yes	815 Pawtucket Boulevard
50. Boarding House Park	Yes (c)	40 French Street
51. Sampas Pavilion	Yes (c)	190 Pawtucket Boulevard
52. UML Inn and Conference Center	Yes	50 Warren Street
53. South Common	Yes (c)	South Street & Thorndike Street
54. UML North Campus	Yes	Riverside St
55. Acre Police Station ( <b>*CLOSED*</b> )	<b>No (d)</b>	3-5 Adams St. not used not needed
56. Centralville Police Station ( <b>*CLOSED*</b> )	<b>No (a, d)</b>	480 Bridge Street
57. Back Central Police Station ( <b>*CLOSED*</b> )	<b>No (a, d)</b>	739 Central Street
58. Belvidere Police Station ( <b>*CLOSED*</b> )	<b>No (a, d)</b>	151 Andover Street
59. Pawtucketville Police Station ( <b>*CLOSED*</b> )	<b>No (a, d)</b>	118 University Avenue
60. Highlands Police Station	Yes	657 Middlesex Street
61. Cross Point Business Center Police Training ( <b>*CLOSED*</b> )	Yes	100 Industrial Avenue
62. Special Investigations, Police	Yes	210 Steadman & 133 Steadman
63. Gorham Fire House	Yes	803 Gorham Street
64. Tsongas Arena	Yes (c)	200 Arcand Drive
65. LeLacheur Park	Yes (c)	450 Aiken Avenue
66. School Department Administration Offices ( <b>*CLOSED*</b> )	Yes	155 Merrimack Street
67. Health Department ( <b>*CLOSED*</b> )	<b>No (a, d)</b>	35 John Street
68. Employment and Training Career Center	Yes	18 John Street
69. Parks Department on Shattuck St. ( <b>*CLOSED*</b> )	Yes	25 Shattuck Street
70. District Court	Yes	41 Hurd Street
71. Katherine P. Stoklosa Middle School	Yes	560 Broadway Street
72. Comcast Headend	Yes	12 Washer Street
73. Senior Center	Yes	276 Broadway Street
74. Wannalancit Mills (LPD Crime Analysis)	Yes	660 Suffolk St
75. Edson Cemetery	Yes	1375 Gorham Street
76. Lowell Housing Authority (LHA) – Middlesex St	? (e)	657 Middlesex Street
77. Lowell Housing Authority (LHA) – Market St	? (e)	606 Market Street
78. Lowell Housing Authority (LHA) – Shaughnessy Terrace	? (e)	169 Shaughnessy Terrace
79. Bridge Program	? (e)	73 Woburn Street
80. Millie's Place	? (e)	50 E Merrimack Street
81. Rehab Association	? (e)	767 E Merrimack Street

**NOTES:**

- (a) The City has vacated this location.
- (b) Non-Profit access/use for data and/or video.
- (c) Video primary use.
- (d) This I-Net node is available for relocation.
- (e) Legacy Non-Profit Charitable Organization for video purposes.

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### Schedule 5.3 – Payment Schedule

	Payment Due Date Calendar Year 2014	Amount Due	License Section	Description	Payable To
	<b>Form 500 (for CY 2013)</b> <b>Form 400/200/300 (for CY 2013)</b>				
1	January 10, 2014	\$48,000	License Extension	Capital Facilities Payment	City of Lowell
1a	March 10, 2014	\$48,000	License Extension	Capital Facilities Payment	City of Lowell
1b	June 10, 2014	\$24,000	License Extension	Capital Facilities Payment	City of Lowell
1c	Within 45 days of the execution of the Renewal License	.70% GAR less license fees less Cap Fac pmnt during extension	5.4(a)	Capital Facilities Payment	City of Lowell
2	March 15, 2014	\$.50/sub	7.8	License Fee (for YE December 2013)	City of Lowell
3	April 1, 2014	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2013 – Dec 2013)	Lowell Telecom. Corporation
4	April 1, 2014	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2013 – Dec 2013)	City of Lowell
5	October 1, 2014	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2014 – Jun 2014)	Lowell Telecom. Corporation
6	October 1, 2014	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2014 – Jun 2014)	City of Lowell

#### Calendar Year 2015

	<b>Form 500 (for CY 2014)</b> <b>Form 400/200/300 (for CY 2014)</b>				
7	January 10, 2015	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
8	March 15, 2015	\$.50/sub	7.8	License Fee (for YE December 2014)	City of Lowell
9	April 1, 2015	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2014 – Dec 2014)	Lowell Telecom. Corporation
10	April 1, 2015	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2014 – Dec 2014)	City of Lowell
11	October 1, 2015	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2015 – Jun 2015)	Lowell Telecom. Corporation
12	October 1, 2015	3% GAR	5.8(a)	3% GAR for Municipal Access	City of Lowell

			(for period of Jan 2015 – Jun 2015)	
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**Calendar Year 2016**

**Form 500 (for CY 2015)**  
**Form 400/200/300 (for CY 2015)**

13	January 10, 2016	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
14	March 15, 2016	\$.50/sub	7.8	License Fee (for YE December 2015)	City of Lowell
15	April 1, 2016	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2015 – Dec 2015)	Lowell Telecom. Corporation
16	April 1, 2016	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2015 – Dec 2015)	City of Lowell
17	October 1, 2016	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2016 – Jun 2016)	Lowell Telecom. Corporation
18	October 1, 2016	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2016 – Jun 2016)	City of Lowell

**Calendar Year 2017**

**Form 500 (for CY 2016)**  
**Form 400/200/300 (for CY 2016)**

19	January 10, 2017	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
20	March 15, 2017	\$.50/sub	7.8	License Fee (for YE December 2016)	City of Lowell
21	April 1, 2017	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2016 – Dec 2016)	Lowell Telecom. Corporation
22	April 1, 2017	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2016 – Dec 2016)	City of Lowell
23	October 1, 2017	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2017 – Jun 2017)	Lowell Telecom. Corporation
24	October 1, 2017	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2017 – Jun 2017)	City of Lowell

**Calendar Year 2018**

**Form 500 (for CY 2017)**  
**Form 400/200/300 (for CY 2017)**

7	January 10, 2018	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
8	March 15, 2018	\$.50/sub	7.8	License Fee (for YE December 2017)	City of Lowell
9	April 1, 2018	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2017 – Dec 2017)	Lowell Telecom. Corporation
10	April 1, 2018	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2017 – Dec 2017)	City of Lowell
11	October 1, 2018	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees	Lowell Telecom. Corporation

			(for period of Jan 2018 – Jun 2018)	
12	October 1, 2018	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2018 – Jun 2018)
				City of Lowell

**Calendar Year 2019**

**Form 500 (for CY 2018)**

**Form 400/200/300 (for CY 2018)**

13	January 10, 2019	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
14	March 15, 2019	\$.50/sub	7.8	License Fee (for YE December 2018)	City of Lowell
15	April 1, 2019	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2018 – Dec 2018)	Lowell Telecom. Corporation
16	April 1, 2019	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2018 – Dec 2018)	City of Lowell
17	October 1, 2019	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2019 – Jun 2019)	Lowell Telecom. Corporation
18	October 1, 2019	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2019 – Jun 2019)	City of Lowell

**Calendar Year 2020**

**Form 500 (for CY 2019)**

**Form 400/200/300 (for CY 2019)**

19	January 10, 2020	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
20	March 15, 2020	\$.50/sub	7.8	License Fee (for YE December 2019)	City of Lowell
21	April 1, 2020	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2019 – Dec 2019)	Lowell Telecom. Corporation
22	April 1, 2020	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2019 – Dec 2019)	City of Lowell
23	October 1, 2020	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2020 – Jun 2020)	Lowell Telecom. Corporation
24	October 1, 2020	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2020 – Jun 2020)	City of Lowell

**Calendar Year 2021**

**Form 500 (for CY 2020)**

**Form 400/200/300 (for CY 2020)**

7	January 10, 2021	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
8	March 15, 2021	\$.50/sub	7.8	License Fee (for YE December 2020)	City of Lowell
9	April 1, 2021	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2020 – Dec 2020)	Lowell Telecom. Corporation
10	April 1, 2021	3% GAR	5.8(a)	3% GAR for Municipal Access	City of Lowell

11	October 1, 2021	2% GAR less license fees	5.3(c)	(for period of Jul 2020 – Dec 2020) 2% GAR for Operations less license fees (for period of Jan 2021 – Jun 2021)	Lowell Telecom. Corporation
12	October 1, 2021	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2021 – Jun 2021)	City of Lowell

**Calendar Year 2022**

**Form 500 (for CY 2021)**

**Form 400/200/300 (for CY 2021)**

13	January 10, 2022	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
14	March 15, 2022	\$.50/sub	7.8	License Fee (for YE December 2021)	City of Lowell
15	April 1, 2022	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2021 – Dec 2021)	Lowell Telecom. Corporation
16	April 1, 2022	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2021 – Dec 2021)	City of Lowell
17	October 1, 2022	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2022 – Jun 2022)	Lowell Telecom. Corporation
18	October 1, 2022	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2022 – Jun 2022)	City of Lowell

**Calendar Year 2023**

**Form 500 (for CY 2022)**

**Form 400/200/300 (for CY 2022)**

19	January 10, 2023	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
20	March 15, 2023	\$.50/sub	7.8	License Fee (for YE December 2022)	City of Lowell
21	April 1, 2023	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2022 – Dec 2022)	Lowell Telecom. Corporation
22	April 1, 2023	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2022 – Dec 2022)	City of Lowell
23	October 1, 2023	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2023 – Jun 2023)	Lowell Telecom. Corporation
24	October 1, 2023	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2023 – Jun 2023)	City of Lowell

**Calendar Year 2024**

**Form 500 (for CY 2023)**

**Form 400/200/300 (for CY 2023)**

19	January 10, 2024	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
20	March 15, 2024	\$.50/sub	7.8	License Fee (for YE December 2023)	City of Lowell
21	April 1, 2024	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees	Lowell Telecom. Corporation



Cable Television Franchise Renewal License for the City of Lowell, MA  
*Term: 10/11/13 – 10/10/23 (10 Yrs)*

22	April 1, 2024	3% GAR	5.8(a)	(for period of Jul 2023 – 10/10/23) 3% GAR for Municipal Access (for period of Jul 2023 – 10/10/23)	City of Lowell
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**Schedule 6.2 – Customer Service Obligations**

**FCC CUSTOMER SERVICE OBLIGATIONS**

**TITLE 47--TELECOMMUNICATION**

**CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

**PART 76--CABLE TELEVISION SERVICE**

**Subpart H--General Operating Requirements**

**Sec. 76.309 Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this Section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this Section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this Section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer 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. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

1 (iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be  
2 either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may  
3 schedule service calls and other installation activities outside of normal business hours for the express convenience  
4 of the customer.)

5 (iv) An operator may not cancel an appointment with a customer after the close of business on the business day  
6 prior to the scheduled appointment.

7 (v) If a cable operator representative is running late for an appointment with a customer and will not be able to  
8 keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as  
9 necessary, at a time that is convenient for the customer.

10 (3) Communications between cable operators and cable subscribers--

11 (i) Notifications to subscribers--

12 (A) The cable operator shall provide written information on each of the following areas at the time of installation  
13 of service, at least annually to all subscribers, and at any time upon request:

14 (1) Products and services offered;

15 (2) Prices and options for programming services and conditions of subscription to programming and other  
16 services;

17 (3) Installation and service maintenance policies;

18 (4) Instructions on how to use the cable service;

19 (5) Channel positions programming carried on the system; and,

20 (6) Billing and complaint procedures, including the address and telephone number of the local franchise  
21 authority's cable office.

22 (B) Customers will be notified of any changes in rates, programming services or channel positions as soon as  
23 possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if  
24 the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty  
25 (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this  
26 Section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior  
27 notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or  
28 charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the  
29 operator and the subscriber.

30 (ii) Billing--

31 (A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but  
32 not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity  
33 during the billing period, including optional charges, rebates and credits.

34 (B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within  
35 30 days.

36 (iii) Refunds--Refund checks will be issued promptly, but no later than either--

37 (A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier,  
38 or

39 (B) The return of the equipment supplied by the cable operator if service is terminated.

40 (iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the  
41 determination that a credit is warranted.

42 (4) Definitions--

43 (i) Normal business hours--The term "normal business hours" means those hours during which most similar  
44 businesses in the community are open to serve customers. In all cases, "normal business hours" must include some  
45 evening hours at least one night per week and/or some weekend hours.

46 (ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which  
47 are within the control of the cable operator. Those conditions which are not within the control of the cable  
48 operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network  
49 outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the  
50 cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak  
51 or seasonal demand periods, and maintenance or upgrade of the cable system.

52 (iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more  
53 cable channels.

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## Schedule 6.4 – Customer Service Procedures as of Effective Date

# Important Notices To Our Customers

## How to Use Your Cable Service Notice to Customers Regarding Equipment Compatibility & Important Information

X35346 8773/1000-3000, 8633-0100, 0110,0120 (ALL)

### How To Use Your Cable Service

Congratulations on your choice of one of the world's best entertainment and information media - cable TV! We have designed our XFINITY TV service to be as simple to use as it is exciting to explore!

This information is provided to enable you to be more knowledgeable about your service and to answer any questions you may have about it.

### Complaint Procedures

If you have a complaint regarding your cable television service or your bill, please call the local customer service number listed below or our toll-free telephone number which is available 24 hours a day, seven days a week. You can also visit our local business office listed on your billing statement. Alternatively, if you wish to put your comments in writing, your letter should be addressed to Comcast at the local address listed on your billing statement. We will promptly try to resolve your complaint. If we are unable to resolve your complaint, we will notify you that we are unable to do so and explain the reason why. If you are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact the local franchising authority to discuss your complaint. Please refer to your monthly cable bill or call the local customer service number listed below for the name and address of your local franchising authority.

### General Do's and Don'ts

We have installed cable in your home in a manner that is consistent with Federal Communications Commission ("FCC") rules. Here are a few tips to keep it operating safely and reliably:

1. During severe electrical storms you should unplug your television set and cable converter to avoid damage. Comcast and your set manufacturer are not responsible for damage which occurs due to acts of nature.
2. Your cable converter operates on 110 volts. Please take all the same precautions you would for any small appliance, such as checking the cord to make sure it is not worn or damaged.
3. For your own safety, do not attempt to open or otherwise tamper with your cable converter.
4. If you have someone other than Comcast install the inside wiring in your home, or if you do it yourself, you are responsible for ensuring that the installation
  - a. complies with all applicable governmental regulations (FCC signal leakage rules, for example), and
  - b. does not interfere with the normal operations of the cable system or any other communications systems, such as those used by police and fire departments.

2  
3

### Billing

Your monthly cable bill not only gives you a listing of your current charges, payments and credits, but it may also contain special messages to our customers. Take time to review your bill to make sure your name, address and other information are correct. You generally will be billed at the same time each month unless you are notified otherwise.

Your first statement will include a monthly charge for the upcoming month. It may also include:

1. Your installation charge,
2. A partial charge for your first month's service if you are connected in the middle of a billing cycle; for example, if your monthly cable fee is \$24.00 and you connect to cable on the tenth day of a 30-day month, you would be billed for 2/3 of a month. The amount shown next to the line entry "prorate" or "partial month" would be \$16.00,
3. Your payment due date,
4. An address to send any written requests in a separate letter to Comcast, and
5. All prices for services (these may be subject to applicable franchise fees and taxes).

### Theft Of Service

The Cable Act (47 USC § 533) created both civil and criminal penalties for manufacturers, suppliers and users of unauthorized cable devices. This federal theft-of-service law supplements any existing state or local laws, and provides a federal remedy against any person who, without authorization, intercepts or receives any communication service which is provided over a cable system.

This federal law prohibits the unauthorized interception or receipt of any communications service over a cable system. This would include the theft of audio, video, textual data or other service, including data transmitted to or from a customer over a system that has interactive capability. The law applies to both manufacturers and distributors of equipment, as well as individual subscribers.

The Cable Act provides both civil and criminal penalties for theft of cable services. Under this federal legislation, a cable operator may seek substantial monetary damages for the theft of its cable services. In addition, if the violations are willful and for commercial advantage or private financial gain, the court may award damages of up to \$50,000 in civil cases and a maximum of \$100,000 for certain criminal violations, in addition to a maximum of five years imprisonment for subsequent offenses.

***Theft of service creates unfair burdens on cable subscribers who are forced to subsidize the benefits that other individuals are getting by receiving cable service without paying for it.***

### About Your Converter/CableCARD

In order to receive XFINITY TV, as well as to descramble certain optional premium or pay-per-view services, you may require an electronic channel selection device called a "converter" or a CableCARD activated device. A converter and a remote control or a CableCARD are available from Comcast on a lease basis or converters or remotes may be purchased at certain retail outlets, including consumer appliance or electronics stores.

Some television components like DVD players, DVD recorders, cable-ready sets and remote-control devices may not be compatible with your cable television service. We encourage you to make certain components you purchase are compatible with your cable television service prior to making a purchase. For further information, please refer to the Equipment Compatibility section of this notification, or call your local Comcast office.

Converters that unscramble services also provide our customers with the option to use "parental control" to block channels they wish not to view.

It is easy to watch your television after connecting to cable using a converter. Just turn on both your television set and the converter. Make sure that your television is tuned to the output channel of your converter (Ch. 2, 3 or 4), and then select the channel you want to watch by using the controls on either the converter or the hand-held remote control device. To ensure reliable operation, make sure the converter is plugged into a "live" electrical outlet, rather than one controlled by a light switch. Loss of power to some converters may result in a temporary loss of cable service, even after the power is restored.

**IF YOUR CONVERTER IS PROVIDED TO YOU BY COMCAST, YOU MUST RETURN IT ONCE YOU ARE NO LONGER A CUSTOMER.**

### If You Have Problems

If you experience a problem with picture or signal quality, you should review your television, DVD player and/or DVD recorder owner's manual for proper adjustment or please try the troubleshooting information below. If your service problem does not clear up you should call the local customer service number listed below and describe the problem to a customer service representative.

In order to correct the problem, we may need access to your premises. If required, a service call will be scheduled at a time convenient to you. We will make all reasonable efforts to resolve any complaints you have concerning the quality of our signals promptly and efficiently. Excluding conditions beyond our control, we will respond to a service interruption no later than twenty-four hours after receipt of notification. We respond to other service problems no later than the next business day after notification. If our service technician is unable to correct the problem to your satisfaction we will, at your request, schedule a second service appointment. If we remain unable to correct the problem you will be notified of this fact and the reason why. If you are dissatisfied with our resolution of your service problem, you may contact the local franchising authority to discuss the problem with your service. Please refer to your monthly cable bill or call the local customer service number listed below for the name and address of your local franchising authority.

#### **Wrong Channel**

- Check television set dial and converter for channel setting. Try channel 2, 3, or 4.



#### **Snow on Screen**

- Check to make sure converter is plugged into a working outlet.



#### **No Picture, No Sound**

- Make sure the television set is plugged into a "live" electrical outlet, and not controlled by a wall switch.



#### **Picture Shrinks**

- May be an overloaded circuit in your television set, or
- Electric company power cutback.



#### **No Picture**

- Check channel setting on converter and television set.
- Check listing to make sure channel is broadcasting during this time slot.
- Check other channels to compare reception.



#### **DVD Player, DVD Recorder-Cable Hookups**

1. Additional equipment, such as coaxial cables, signal splitters or A/B switches, may cause picture distortion if it does not meet Comcast systems' standards. Please call our repair department before you purchase additional hookup equipment.
2. We recommend against cutting cable wire connectors. An improperly cut cable may cause picture distortion.
3. All cable connections must be fitted "wrench tight."

#### **True Cable Compatibility**

Please refer to the Equipment Compatibility section in this notice regarding cable compatibility, or call your Comcast office if you have questions.

#### **Installing Digital Cable Service**

Digital TV self-installation kits and manuals are available from your local Comcast cable office for a separate charge.

#### **A Brief Note About The Services We Offer**

*Not all services are available in all areas. Please call your local Comcast office for details.*

#### **Limited Basic**

Limited Basic Service is one of our most viewed levels of service. Limited Basic may include off-air broadcast stations and franchise-required public, educational and government access channels. All such programming

varies on a community-by-community basis and is subject to change at any time. Currently, our cable customers must subscribe to Limited Basic in order to subscribe to any tiers of video service offered by Comcast.

#### **Digital Service Tiers**

Our Digital Service tiers generally carry all non-premium cable channels, such as The Discovery Channel, Lifetime, ESPN, A&E, USA, TNT and, where available, regional sports services. All such programming varies on a community-by-community basis and is subject to change at any time.

A customer must receive Limited Basic Service in order to be eligible to receive a Digital Service Tier.

#### **Premium Services**

Premium Services are generally available to customers who receive Limited Basic Service. Premium channels generally include Home Box Office (HBO), Showtime, Cinemax, STARZ!, and Encore. All premium services may not be available in all areas. There is a separate monthly charge for each premium channel a customer receives.

#### **Other Optional Services**

In addition to these programming services, we may also offer our customers the option of renting converters or remotes for an additional monthly charge; Pay-Per-View or other services, including ordering and downloading pay-per-view services; and optional interactive television services, such as e-mail and access to the Internet.

We may also have available XFINITY Internet Service for personal computers that offers content-enhanced access to the Internet; full motion video; national, regional, and local content; e-mail; personalized browsers; and other exciting features at unprecedented speed and convenience. XFINITY Internet service may not be available in all areas and is subject to certain terms and conditions.

#### **A Note About Programming**

We receive programming from various non-cable and cable networks. We are not responsible for the content of programs aired by these networks. Programming complaints or questions should be directed to the particular cable or broadcast networks.

#### **Moving**

**BEFORE YOU MOVE**, please call Comcast. This is the best way for us to disconnect your service, recover your converter and arrange for cable television service in your new home. Call us in advance, and we will schedule a new installation if your new home is in our service area.

If you decide to disconnect your service, converters, remote control devices and any other equipment provided by Comcast should be returned to us immediately. Customers are liable for these items and will continue to be billed until the equipment is returned, or, if you have lost it or are otherwise unable to return it, paid for.

### **Emergencies**

Emergencies such as fallen utility lines, violent storms or sub-freezing weather may interfere with reception of your service. We will promptly have one of our crews correct an emergency situation as soon as it is safely possible.

## **Important Notice To Our Customers Regarding Equipment Compatibility**

### **"Cable Ready" and "Cable Compatible Equipment"**

Many subscribers currently rent or own converters to receive our cable services. Because a converter functions as the channel tuner on your television, DVD player or DVD recorder, it may prevent you from using some of the special features and functions of your television, DVD player or DVD recorder. For example, you may not be able to view one program while recording another, record two or more consecutive programs that appear on different channels, use advanced picture generation and display features such as "picture in picture," channel review or use other features that necessitate channel selection by the television set. Some of these problems may be resolved by the use of A/B switches, signal splitters, and/or other supplemental equipment that can be purchased from Comcast or at electronic stores. Please call us if you would like to discuss the type of special equipment needed to resolve individual compatibility problems or if you have any questions regarding other equipment compatibility issues.

In order to enable you to utilize special features, which your television may have, we will make available, upon your request, equipment which will allow for simultaneous reception of two or more scrambled or encrypted signals and for tuning to alternative channels on a pre-programmed schedule. This equipment could include for example, converters and multiple descrambler/decoders and/or timers (or if such devices are not available, multiple devices will be provided), and signal bypass switches.

If you plan to purchase cable services that we scramble or encrypt, such as premium, pay-per-view or digital services, you should make sure that any converter, or navigation device or Digital-cable-ready television (which can receive digital cable services using a device that we must provide called CableCARD in place of a converter) that you purchase from a retail outlet is compatible with our system or Note: CableCARD will not support two-way, interactive services such as On Demand, pay-per-view and the Comcast interactive program guide. Sets capable of supporting two-way services will be available in the future, and Comcast is committed to supporting that technology when it becomes available.

Upon your request, we will provide you with the necessary technical parameters necessary for any converter rented or acquired from retail outlets to operate with our cable system. If you see advertisements for converters that have descramblers in them, you should understand that these devices may be illegal to use. Because of the need to protect our

scrambled services, we will not authorize the use of any converter/descrambler which does not conform to all required signal security specifications. People who use illegal converters/descramblers may be subject to prosecution for theft of cable service. It is unlawful to alter or tamper with any device belonging to a cable operator in order to receive, intercept or assist in receiving or intercepting any communications service offered over a cable system. People who take such actions may be subject to fines or imprisonment.

### **Availability Of Special By-Pass Equipment**

Some of the channels offered on the Comcast cable system may also be scrambled and viewed only if a set-top converter is used. However, as described above, a converter may limit your ability to use certain advanced features on your television set, DVD Player or DVD Recorder. If you use a converter and you have problems using the special features, additional special equipment may be necessary to regain some or all of these features. Comcast will consult with you in order to determine what specific equipment may be available to solve your particular situation. This equipment may include an additional converter, or, if you have a receiver that can tune our cable channels, possibly a switch (or a special converter with a switch) that will enable you to by-pass the converter and tune all unscrambled channels with your television set, DVD player or DVD recorder.

### **Pay-Per-View Programming**

Comcast may not have the right to distribute pay-per-view programming to commercial establishments, and you may not order or request pay-per-view programming for receipt, exhibition or taping in a commercial establishment. You may neither exhibit nor assist in the exhibition of pay-per-view programming in a commercial establishment unless explicitly authorized to do so in advance, by Comcast and our program provider. If you fail to abide by this restriction, you will be held liable for any claims made against you or Comcast on account of any unauthorized commercial exhibition.

### **Remote Controls**

If you use a converter with remote control capability, Comcast provides remote control devices for a monthly charge. In some areas, you may also be able to buy them from us. It is also possible the remote control that came with your TV, DVD player or DVD recorder is capable of controlling the converter box. In that case, please feel free to use it. Finally, you may choose to buy a "universal" remote control device capable of working with our converters at retail outlets, including many appliance or consumer electronics stores.

Any or all of the above remote control devices may not be compatible with the converters required for optional services voluntarily requested by you.

We hope this information has been useful. If you have any questions, please contact us. The phone number of your Comcast office is contained on your monthly bill, or in your monthly billing mailing.

1

## **Important Information**

### **Service Area(s)**

MA, NH & ME

### **Phone Numbers**

#### **Billing/Repair**

1-800-COMCAST (266-2278)

#### **New Services/Sales**

1-800-COMCAST (266-2278)

#### **After-Hours Repair**

1-800-COMCAST (266-2278)

### **Mailing/Office Address**

Comcast  
1 Comcast Center  
Philadelphia, PA 19102

## **Local Franchising Authority**

Consumer Division of the  
Department of Telecommunications and Cable  
1-800-392-6066  
1000 Washington Street, Suite 820  
Boston, MA 02118

Office of the Attorney General  
Consumer Protection and Antitrust Bureau  
33 Capital Street  
Concord, NH 03301

Office of the Attorney General  
Consumer Information and Mediation Service  
6 State House Station  
Augusta, ME 04333

2



**Schedule 6.7 – Billing and Termination Regulations**

**BILLING AND TERMINATION OF SERVICE**

**207 CMR 10.00**

**10.01: Billing Practices Notice**

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

**10.02: Services, Rates and Charges Notice**

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

**10.03: Form of Bill**

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
  - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
  - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
  - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
  - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
  - (e) the amount of the bill for the current billing period, separate from any prior balance due;

- 1 (f) The date on which payment is due from the subscriber.
- 2 (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
- 3 (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom
- 4 the fee is paid;
- 5 (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the
- 6 franchise agreement to support public, educational, or governmental channels or the use of such channels;
- 7 (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on
- 8 the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be
- 9 separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a
- 10 transaction between a subscriber and an operator.
- 11 (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file
- 12 which shall be available upon request, that provides the accounting justification for all itemized costs appearing
- 13 on the bill.

14 **10.04: Advance Billing and Issuance of Bill**

- 15 (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under
- 16 uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last
- 17 day of a service period.
- 18 (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater
- 19 than two months.
- 20 (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each
- 21 billing period and a final bill at the time of disconnection.

22 **10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service**

- 23 (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a
- 24 statement that the bill is due upon receipt. The due date shall not be less than five business days following the
- 25 mailing date of the bill.
- 26 (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company
- 27 at least 30 days after the bill due date.
- 28 (3) The following provisions shall apply to the imposition of late charges on subscribers:
- 29 (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the
- 30 operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the
- 31 subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
- 32 (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
- 33 (c) No late charge may be assessed on the amount of a bill in dispute.
- 34 (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the
- 35 cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous
- 36 manner, and the subscriber has been given at least eight business days from the mailing of the notice of
- 37 termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the
- 38 date of delinquency.
- 39 (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television
- 40 service solely because of the nonpayment of the disputed portion of a bill during the period established by 207
- 41 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution
- 42 mechanism recognized under 207 CMR 10.07.
- 43 (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in
- 44 processing such checks.

45 **10.06: Charges for Disconnection or Downgrading of Service**

- 46 (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service,
- 47 except that no such charge may be imposed when:
- 48 (a) A subscriber requests total disconnection from cable service; or
- 49 (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a
- 50 substantial change in the number or type of programming services relative to the service (s) in question.
- 51 (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in
- 52 rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect
- 53 service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who
- 54 requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

55 **10.07: Billing Disputes**

- 56 (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute
- 57 registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the

- 1 subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its  
2 investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- 3 (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within  
4 30 days.
- 5 (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly  
6 inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under  
7 the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR  
8 10.07(4).
- 9 (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within  
10 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days  
11 after the filing of a complaint.
- 12 (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the  
13 dispute to the Commission and be bound by the Commission's decision and the Commission obtains a  
14 statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive  
15 either written or oral statements from the parties, and may conduct its own investigation. The Commission  
16 shall then issue a decision based on the record and the parties shall receive written notification of the decision  
17 and a statement of reasons therefor.
- 18 **10.08: Security Deposits**
- 19 (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in  
20 excess of the cost of the equipment.
- 21 (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six  
22 months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber.  
23 Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a  
24 credit to the cable subscriber's account.
- 25 (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security  
26 deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable  
27 subscriber's account.

**ARTICLE 8 - GENERAL PROVISIONS**

**SECTION 8.1 – LICENSE AS CONTRACT UNDER SEAL**

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the City of Lowell, on the other hand.

**SECTION 8.2 – 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 orally but only by instrument in writing executed by the parties.

**SECTION 8.3 – CAPTIONS**

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

**SECTION 8.4 – SEVERABILITY**

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

**SECTION 8.5 – FORCE MAJEURE**

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; 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;

1 earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances;  
2 explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of  
3 the disabled party.

4 **SECTION 8.6 – NOTICES**

5 (a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail  
6 (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to  
7 the Licensee. This includes notices to the City Manager, City I-Net Administrator, and City Cable Coordinator.

8 City Manager, City of Lowell  
9 Lowell City Hall  
10 375 Merrimack Street  
11 Lowell, MA 01852  
12

13 With copies sent to:

14  
15 City Solicitor, City of Lowell  
16 Lowell City Hall, Law Department  
17 375 Merrimack Street  
18 Lowell, MA 01852  
19

20 City Cable Coordinator, City of Lowell  
21 Lowell City Hall, MIS Department  
22 375 Merrimack Street  
23 Lowell, MA 01852

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

26 Comcast Cable Communications, Inc.  
27 Attn: Vice President Government & Community Relations  
28 4 Lyberty Way  
29 Westford, MA 01886  
30

31 With copies sent to:

32  
33 Comcast Cable Communications, Inc.  
34 Attn: Vice President, Government Affairs  
35 676 Island Pond Road  
36 Manchester, NH 03109  
37

38 Comcast Cable Communications, Inc.  
39 Attn: Government Affairs  
40 One Comcast Center  
41 Philadelphia, PA 19103

42 (c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall  
43 be deemed to have been given at the time of receipt.  
44

1     **SECTION 8.7 – RESERVED**

2     **SECTION 8.8 – SUBSCRIBER TELEVISION SETS**

3             To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of  
4     selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to  
5     television sets in the course of normal maintenance.

6     **SECTION 8.9 – COST OF PUBLICATION**

7             Licensee shall, upon request of the Issuing Authority within thirty (30) days of the execution of  
8     this License, print and distribute to the Issuing Authority five (5) copies of the License.

9     **SECTION 8.10 – JURISDICTION**

10            Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein  
11     shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of  
12     Massachusetts, or upon appeal, other competent court or agency, and the parties by this instrument subject  
13     themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any  
14     dispute, action, or suit arising in connection with the entry of such judgment.

15    **SECTION 8.11 – INCORPORATION BY REFERENCE**

16            (a)    All presently and hereafter applicable conditions and requirements of federal, state and local laws,  
17     including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Cable Division, as  
18     they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein.  
19     All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this  
20     Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such  
21     laws, rules or regulations.

22            (b)    Should the Commonwealth of Massachusetts, the federal government or the FCC require the  
23     Licensee to perform or refrain from performing any act the performance or non-performance of which is  
24     inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine  
25     that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

**ARTICLE 9 - DETERMINATION OF BREACH-LIQUIDATED DAMAGES-  
LICENSE REVOCATION**

**SECTION 9.1 – DETERMINATION OF BREACH**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice either to:

(a) respond to the Issuing Authority in writing and such response may contest the Issuing Authority's assertion of default and in any event shall provide such information or documentation as may be necessary to support the Licensee's position or provide the Issuing Authority with necessary information; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or his or her designee(s) shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(ii) assess liquidated damages in accordance with the schedule set forth in Section 9.2 below;

(iii) commence an action at law for monetary damages;

1 (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

2 (v) declare the Renewal License to be revoked subject to Section 7.19 above and applicable law;

3 (vi) invoke any other lawful remedy available to the City.

4 (d) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or  
5 rejecting Licensees' response pursuant to 9.1(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement  
6 after Licensee's notice that it cured said default pursuant to 9.1(b) above; and/or (iii) the Issuing Authority fails to  
7 schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.1(c)  
8 above and/or (iv) the Issuing Authority fails to issue a written determination within one hundred and twenty (120) days  
9 after the public hearing pursuant to Section 9.1(c) above, then the issue of said default against the Licensee by the  
10 Issuing Authority shall be considered null and void.

## 11 SECTION 9.2 – LIQUIDATED DAMAGES

12 (a) For the violation of any of the following provisions of the Renewal License liquidated damages shall  
13 be paid by the Licensee to the Issuing Authority, subject to Section 9.1 above, Any such liquidated damages shall be  
14 assessed as of the date that the Issuing Authority commences the hearing provided in Section 9.1(c), provided that  
15 the Issuing Authority must make a determination of default pursuant to Section 9.1(c) above.

16 (1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with  
17 Section 3.1 herein, Eight Hundred Dollars (\$800.00) per day, for each day that any such non-  
18 compliance continues.

19 (2) For failure to fully activate, operate and maintain the Institutional Network in accordance with  
20 Section 5.17 herein, Eight Hundred Dollars (\$800.00) per day, per I-Net site, for each day that any  
21 such non-compliance continues, not to exceed more than 50% of the total number of I-Net sites  
22 multiplied by Eight Hundred Dollars (\$800.00) per day, not to exceed 5 days in the calendar year.

23 (3) For failure to obtain the advance, written approval of the issuing Authority for any  
24 transfer of the Renewal License in accordance with Section 2.5 herein, Eight Hundred Dollars  
25 (\$800.00) per day, for each day that any such non-compliance continues.

26 (4) For failure to comply with the PEG Access Programming and equipment provisions  
27 in accordance with the timelines in Article 5 herein, other than those financial payment  
28 obligations for which interest penalties may be charged, Seven Hundred and Fifty Dollars  
29 (\$750.00) per day, for each day that any such non-compliance continues.



(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 6.2 *infra*, and schedule 6.2 attached hereto, Seven Hundred and Fifty Dollars (\$750.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 3.4 herein, Three Hundred and Fifty Dollars (\$350.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit required reports, pursuant to Article 7 herein, or failure to respond to notices where response is required under the License, Three Hundred and Fifty Dollars (\$350.00) per day per report, or failure to respond to each notice, that each and any of said reports or responses are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon any other provision of the License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies, except that the Issuing Authority shall not seek monetary damages that are duplicative of any liquidated damages paid.

(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(8)(2)(A)-(D) of the Cable Act.

#### **SECTION 9.3 – RESERVED**

#### **SECTION 9.4 – TERMINATION**

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 9.1 and 7.19 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee with the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of termination the City and Licensee shall have all of the rights and post-termination rights set forth in this Renewal License and applicable law.

1

2     **SECTION 9.5 – NO WAIVER-CUMULATIVE REMEDIES**

3             (a)     Subject to Section 626(d) of the Cable Act, no failure on the part of the City to exercise, and no  
4     delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial  
5     exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the  
6     Renewal License.

7             (b)     The rights and remedies provided herein are cumulative and not exclusive of any remedies  
8     provided by law, and nothing contained in the Renewal License shall impair any of the rights of the City under  
9     applicable law, subject in each case to the terms and conditions in the Renewal License.

10            (c)     A waiver of any right or remedy by the City at any one time shall not affect the exercise of such  
11     right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the City to be  
12     effective, it shall be in writing. The failure of the City to take any action in the event of any breach by the Licensee  
13     shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the City to take any  
14     action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with  
15     respect to any other breach by the Licensee.

**SIGNATURE PAGE**


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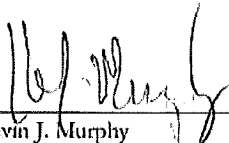
This License is effective and its term shall commence October 11, 2013 at 12:01A.M.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 14 DAY OF February 20 15.

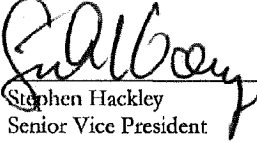
Approved as to form:  
By:

**CITY OF LOWELL**  
By:

  
Christine P. O'Connor  
City Solicitor

  
Kevin J. Murphy  
City Manager

**COMCAST OF SOUTHERN NEW ENGLAND, INC.**  
By:

  
Stephen Hackley  
Senior Vice President  
Greater Boston Region

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## Schedule 4.1 – Rates as of Effective Date

### IMPORTANT INFORMATION REGARDING YOUR XFINITY SERVICES AND RATES FOR Lowell, MA

Dear Valued Customer,

November 2014

At Comcast, we are committed to constantly improving your entertainment and communications experience, and we continue to invest in making your services even better. As we make these and other investments, we periodically need to adjust prices due to increases we incur in programming and other business costs.

Starting on December 20, 2014, the prices of select XFINITY® TV and Internet services and equipment will change. We've included the changes in this notice.

Among these price changes, we have itemized a Regional Sports Fee for customers receiving Expanded Basic and XFINITY TV 450 Latino service tiers and above to offset the rising costs of distributing regional sports networks.

In addition, we have improved our Digital Adapter Additional Outlet Service so that our Family Tier, Digital Economy, and XFINITY TV Latino customers receive the same channel lineup on their primary and additional outlets. If you are one of these customers, starting December 20, 2014, your Digital Adapter Additional Outlet Service fee will be \$2.99.

Have questions? Please visit us at [comcast.com/questions](http://comcast.com/questions).

If you're receiving services on a promotional basis, under a minimum term agreement associated with a specific rate, or in the guaranteed period of one of our SurePrice™ plans as of December 15, 2014, the prices for those specific services will not be affected during the applicable period.

#### BUNDLED PACKAGES<sup>1</sup>

##### QUAD PLAY PACKAGES

QUAD PLAY PACKAGE PRICING BELOW IS ADDITIONAL TO TRIPLE PLAY PACKAGE PRICING

with Secure 350 add <sup>2</sup> \$30.00	For SurePrice add <sup>3</sup> \$35.00
with Secure 350 add <sup>2</sup> \$49.95	For SurePrice add <sup>3</sup> \$45.00

##### TRIPLE PLAY PACKAGES

	Current Price	New Price Eff. 12/20/14
<b>Starter XF Triple Play Bundle</b> Includes Digital Starter for primary outlet, Performance Internet and XFINITY Voice Unlimited™	\$147.49	No Change
<b>SurePrice<sup>4</sup></b>	\$153.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13)	\$119.99	No Change
<b>Preferred XF Triple Play Bundle</b> Includes Digital Starter and Digital Preferred for primary outlet, Performance Internet and XFINITY Voice Unlimited™	\$160.49	No Change
<b>SurePrice<sup>4</sup></b>	\$161.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13 thru 3/31/14)	\$154.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13)	\$129.99	No Change
<b>HD Preferred XF Triple Play Bundle</b> Includes Digital Starter, Digital Preferred and Starz® for primary outlet, HD Technology Fee, Performance Internet and XFINITY Voice Unlimited™	\$176.49	No Change
<b>SurePrice<sup>4</sup></b>	\$184.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing 12/10/13 thru 3/31/14)	\$144.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/09/13)	\$119.99	No Change
<b>HD Preferred Plus XF Triple Play Bundle</b> Includes Digital Starter, Digital Preferred, HBO® and Starz® for primary outlet, HD Technology Fee, Blast® Internet and XFINITY Voice Unlimited™	\$190.49	No Change
<b>SurePrice<sup>4</sup></b>	\$174.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing 12/10/13 thru 3/31/14)	\$161.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/09/13)	\$159.99	No Change
<b>HD Premier XF Triple Play Bundle</b> Includes Digital Starter, Digital Premier and DVR Service or AnyRoom® DVR Service for primary outlet, HD Technology Fee, Blast® Internet and XFINITY Voice Unlimited™	\$215.49	No Change
<b>SurePrice<sup>4</sup></b>	\$184.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13)	\$173.99	No Change

##### TRIPLE PLAY PACKAGES

	Current Price	New Price Eff. 12/20/14
<b>HD Complete XF Triple Play Bundle</b> Includes Digital Starter, Digital Premier, The Movie Channel® and AnyRoom® DVR Service for primary outlet, Digital Additional Outlet Service (up to 3 TVs), HD Technology Fee, Blast® Internet, Wireless Gateway and XFINITY Voice Unlimited™	\$245.49	No Change
<b>SurePrice<sup>4</sup></b>	\$224.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/10/13)	\$219.99	No Change
<b>Economy Triple Play XF</b> Includes Digital Economy for primary outlet, Economy Plus Internet and XFINITY Voice Unlimited™	\$97.85	No Change
<b>XFINITY LATINO PAQUETE TRIPLE</b>		
<b>XFINITY 3300 Latino</b> Includes XFINITY TV 3300 Latino for primary outlet, Performance Internet, XFINITY Voice Unlimited™ and Carefree Minutes Latin America 300. Can substitute Carefree Minutes Mexico 300.	\$134.99	No Change
<b>SurePrice<sup>4</sup></b>	\$124.99	No Change
<b>XFINITY 3450 Latino</b> Includes XFINITY TV 3450 Latino for primary outlet, Performance Internet, XFINITY Voice Unlimited™ and Carefree Minutes Latin America 300. Can substitute Carefree Minutes Mexico 300.	\$147.49	No Change
<b>SurePrice<sup>4</sup></b>	\$134.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing 12/10/13 thru 06/09/14)	\$124.99	No Change
<b>SurePrice<sup>4</sup></b> (for 12 month promotion customers subscribing on or before 12/09/13)	\$119.99	No Change
<b>XFINITY 3600 Latino</b> Includes Digital Starter, Digital Preferred and XFINITY TV Latino for primary outlet, Performance Internet, XFINITY Voice Unlimited™ and Carefree Minutes Latin America 300. Can substitute Carefree Minutes Mexico 300.	\$160.49	No Change
<b>SurePrice<sup>4</sup></b>	\$144.99	No Change
<b>XFINITY 3650 Latino</b> Includes Digital Starter, Digital Preferred, XFINITY TV Latino and Starz® for primary outlet, HD Technology Fee, Performance Internet, XFINITY Voice Unlimited™ and Carefree Minutes Latin America 300. Can substitute Carefree Minutes Mexico 300.	\$170.49	No Change
<b>SurePrice<sup>4</sup></b>	\$154.99	No Change
<b>XFINITY 3150 Latino</b> Includes XFINITY TV 150 Latino for primary outlet, Economy Plus Internet and XFINITY Voice Unlimited™	\$97.85	No Change

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<b>XF TRIPLE PLAY PACKAGE REWARDS/ XFINITY LATINO PAQUETE TRIPLE REWARDS</b>	<b>Regular Price</b>	<b>Starter XF, XFINITY 3450 Latino</b>	<b>Preferred XF, XFINITY 3600 Latino</b>	<b>HD Preferred XF, XFINITY 3650 Latino</b>	<b>HD Preferred Plus XF</b>	<b>HD Premier XF5</b>	<b>HD Complete XF5</b>
<b>HBO®6</b> (Current Price/New Price)	\$18.95/ \$15.00	\$15.00/ No Change	\$15.00/ No Change	\$15.00/ No Change	Included/ No Change	Included/ No Change	Included/ No Change
<b>Showtime®6</b> (Current Price/New Price)	\$19.95/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	Included/ No Change	Included/ No Change
<b>Starz®6</b> (Current Price/New Price)	\$10.95/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	Included/ No Change	Included/ No Change	Included/ No Change	Included/ No Change
<b>Cinemax®6</b> (Current Price/New Price)	\$19.95/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	Included/ No Change	Included/ No Change
<b>The Movie Channel®6</b> (Current Price/New Price)	\$19.95/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	Included/ No Change
<b>Sports Entertainment Package®7</b> (Current Price/New Price)	\$8.95/ No Change	\$8.95/ No Change	\$8.95/ No Change	\$8.95/ No Change	\$8.95/ No Change	Included/ No Change	Included/ No Change
<b>DVR Service®8</b> (Current Price/New Price)	\$8.00/ \$10.00	\$8.00/ \$10.00	\$8.00/ \$10.00	\$8.00/ \$10.00	\$8.00/ \$10.00	Included/ No Change	Included/ No Change
<b>AnyRoom® DVR Service®8</b> (Current Price/New Price)	\$10.00/ No Change	\$10.00/ No Change	\$10.00/ No Change	\$10.00/ No Change	\$10.00/ No Change	Included/ No Change	Included/ No Change
<b>Digital Additional Outlet Service®10 (SD or HD)</b> (Current Price/New Price)	\$0.95/ No Change	\$0.95/ No Change	\$0.95/ No Change	\$0.95/ No Change	\$0.95/ No Change	\$0.95/ No Change	Included (up to 3)/ No Change
<b>HD Technology Fee®11</b> (Current Price/New Price)	\$0.95/ No Change	\$0.95/ No Change	\$0.95/ No Change	Included/ No Change	Included/ No Change	Included/ No Change	Included/ No Change
<b>3D Technology Fee®12</b> (Current Price/New Price)	\$0.00/ No Change	\$0.00/ No Change	\$0.00/ No Change	\$0.00/ No Change	\$0.00/ No Change	\$0.00/ No Change	\$0.00/ No Change
<b>Blast!® Speed Upgrade</b> (Current Price/New Price)	\$63.95/ \$65.95	\$10.00/ \$12.00	\$10.00/ \$12.00	\$10.00/ \$12.00	Included/ No Change	Included/ No Change	Included/ No Change
<b>Extreme 150 Upgrade®13</b> (Current Price/New Price)	\$39.95/ No Change	\$46.00/ No Change	\$46.00/ No Change	\$46.00/ No Change	\$36.00/ \$34.00	\$36.00/ \$34.00	\$36.00/ \$34.00

#### DOUBLE PLAY PACKAGES

	Current Price	New Price Eff. 12/6/14
<b>Blast Plus™ with HBO®</b> Includes Digital Economy, Streamix™ and HBO® for primary outlet and Blast!® Internet	\$91.95	\$93.95
<b>SurePrice®4</b>	\$74.99	No Change
<b>SurePrice®4</b> (for 12 month promotion customers subscribing on or before 03/25/14)	\$69.99	No Change
<b>Internet Plus</b> Includes Limited Basic, HBO®, Streamix™, standard definition digital converter and remote for primary outlet and Performance Internet	\$79.95	\$74.95
<b>SurePrice®4</b>	\$64.99	No Change
<b>SurePrice®4</b> (for 12 month promotion customers subscribing on or before 03/25/14)	\$59.99	No Change
<b>Preferred XF Double Play</b> Includes Digital Starter and Digital Preferred for primary outlet and Performance Internet	\$141.05	No Change
<b>SurePrice®4</b>	\$109.99	No Change
<b>XFINITY 2300 Latino</b> Includes XFINITY TV 300 Latino for primary outlet and Performance Internet	\$103.00	No Change
<b>SurePrice®4</b>	\$99.99	No Change
<b>XFINITY 2450 Latino</b> Includes XFINITY TV 450 Latino for primary outlet and Performance Internet	\$123.90	No Change
<b>SurePrice®4</b>	\$109.99	No Change
<b>SurePrice®4</b> (for 12 month promotion customers subscribing on or before 05/19/14)	\$104.99	No Change
<b>XFINITY 2600 Latino</b> Includes Digital Starter, Digital Preferred and XFINITY TV Latino for primary outlet and Performance Internet	\$159.80	No Change
<b>SurePrice®4</b>	\$119.99	No Change
<b>XFINITY 2150 Latino</b> Includes XFINITY TV 150 Latino for primary outlet and Economy Plus Internet	\$57.90	No Change

#### XFINITY® TV

##### BASIC SERVICES

	Current Price	New Price Eff. 12/6/14
<b>Lowell, MA</b>		
<b>Limited Basic®14</b>	\$12.00	No Change
<b>Broadcast TV Fee</b>	\$1.50	\$3.25
<b>Expanded Basic®15</b> Includes standard definition digital converter and remote for primary outlet	\$57.95	No Change
<b>Franchise Related Cost®16</b>	\$0.31	No Change

##### DIGITAL SERVICES

	Current Price	New Price Eff. 12/6/14
<b>Digital Economy</b> Includes Limited Basic, additional digital channels and a standard definition digital converter and remote for the primary outlet, access to Pay-Per-View and On Demand programming and Music Choice®	\$30.95	No Change
<b>With XFINITY Voice or Internet Service</b>	\$37.95	No Change
<b>Digital Starter®17</b> Includes Limited Basic, Expanded Basic, MoviePix, access to Pay-Per-View and On Demand programming and Music Choice®	\$69.95	No Change
<b>XFINITY TV 150 Latino</b> Includes Limited Basic, XFINITY TV Latino, standard definition digital converter and remote for primary outlet	\$77.95	No Change
<b>XFINITY TV 200 Latino</b> Includes Digital Economy, XFINITY TV Latino for primary outlet	\$41.95	No Change
<b>XFINITY TV 300 Latino</b> Includes XFINITY TV 200 Latino and additional digital channels for primary outlet	\$49.95	No Change
<b>XFINITY TV 450 Latino</b> Includes XFINITY TV 300 Latino and additional digital channels for primary outlet	\$63.95	No Change

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REACTIVATION FEES (IF IT HOME VISIT REQUIRED) (SEE COMPANY WEBSITE UNLESS NOTED)	Current Price	New Price \$1,040.15
Office reactivation for XFINITY Internet	\$2.00	No Change
Office reactivation for XFINITY Voice	\$0.00	No Change
Office reactivation for XFINITY TV	\$4.00	No Change

<b>MISCELLANEOUS FEES</b> (PER OCCURRENCE UNLESS NOTED)		Current Price	New Price FEB 12/2014
<b>Customer-Owned Video Equipment Credit</b> (See <a href="http://www.comcast.com/equipmentpolicy">www.comcast.com/equipmentpolicy</a> for additional information)			
		\$2.50	No Change
<b>Regional Sports Fee</b> <sup>33</sup> (per month)		N/A	\$1.00
<b>Service Protection Plan</b> <sup>34</sup> (per month) inside home wiring protection for cable TV, high-speed internet and phone services		\$3.95	\$4.95
<b>X1 Platform Upgrade Fee</b>		\$49.99	No Change
<b>Field Collection Charge</b> Visit to customer's residence required to collect paid due balance or unreturned equipment		\$25.00	No Change
<b>Returned Payment Item</b> (per mt)		\$20.00	No Change
<b>Late Fee</b>		5% of overdue balance	No Change
<b>Convenience Fee—Agent</b> Fee payment made by phone with a Customer Care Representative			
		\$5.99	No Change
<b>Unreturned or Damaged Equipment Fees</b> <sup>35</sup> (per piece)		Replacement Cost	No Change
<b>Self Install Kit</b> <sup>36</sup>		\$15.00	No Change
<b>Self Install Kit Shipping and Handling</b> (Standard Shipping)		\$9.95	No Change
<b>Self Install Kit Shipping and Handling</b> (Priority Shipping)		\$20.95	No Change
<b>Accessory Shipping and Handling</b>		\$5.95	No Change
<b>TV Guide® Weekly Magazine</b> (per month)		\$4.20	No Change

Certain services available separately or as a part of other levels of service. Comcast service is subject to Comcast's standard terms and conditions of service. Unless otherwise specified, prices shown are the monthly charge for the corresponding service, equipment or package. Prices shown do not include applicable taxes, franchise fees, FCC fees, Regulatory Recovery Fee, Public Access fees, other state or local fees or other applicable charges (e.g., per-call toll or international charges). After a notice of an increase in price, you may change your level of service at no additional charge for a period of 30 days from the effective date of the change. Please refer to your billing statement for your Local Franchising Authority's name and address. Prices, services and features are subject to change. If you are a video service customer and you own a compatible digital converter or CableCARD device, please call 1-800-XFINITY for pricing information or visit [www.comcast.com/equipmentpolicy](http://www.comcast.com/equipmentpolicy). For information about XFINITY policies and terms of service, go to [www.comcast.com/policies](http://www.comcast.com/policies). ©2014 Comcast. All rights reserved.

- Requires a Voice/Data Modem, except for HD Complete Triple Play.
- XFINITY Home Service 300 and XFINITY Home 350 requires 2 year agreement with early termination fee if terminated prior to end of term. For additional information on XFINITY Home Service go to [www.xfinity.com/home](http://www.xfinity.com/home).
- SurePrice only available for 12 months to Quad Play customers with Starter XF Triple Play, Preferred XF Triple Play and HD Preferred XF Triple Play customers after 12 month promotional pricing with 12 month contract. SurePrice only available for 12 months to Quad Play customers with HD Premier XF Triple Play and HD Complete XF Triple Play customers after 24 month promotional pricing with 24 month contract.
- SurePrice only available for 12 months to XF Triple Play or XFINITY Latino Paquete Triple, Blast Plus with HBO® Double Play, Internet Plus, Preferred XF Double Play, XFINITY 2300 Latino, XFINITY 2450 Latino and XFINITY 2600 Latino customers after 12 month promotional package.
- AnyRoom® DVR Service is included with HD Premier Triple Play and HD Complete Triple Play if AnyRoom® DVR Service is installed on primary outlet.
- Requires digital converter or CableCARD and Limited Basic.
- Requires Digital Starter.
- Requires HD Technology Fee. Digital Additional Outlet Service required for DVI service on additional outlets. Not available to customers with Limited Basic only.
- Sold only with Digital Additional Outlet Service for up to 3 TVs, maximum 3 clients per household. Requires HD Technology Fee and professional installation. Not available to customers with Limited Basic only.
- Not available to Limited Basic only customers. Digital service tier on additional outlet corresponds to digital service tier on primary outlet.
- Not available to customers with Limited Basic only. Must subscribe to HD Technology Fee to receive HD programming.
- Requires HD Technology Fee.

- Not available in all areas. May require installation and non-refundable installation charge.
- Requires digital adapter, CableCARD or digital converter.
- Requires purchase of Limited Basic.
- Franchise Related Costs are costs associated with providing public, educational and/or Government access facilities and equipment and/or other related costs in your community.
- Discount of \$2.00 off of Digital Starter available to customers age 65+ who are head of household and are eligible/receiving any of the following: SSI, Medicaid, MA Health, VA Care or PITA. Basic tiers apply.
- Requires digital converter and purchase of Limited Basic and cannot be combined with Expanded Basic Family Tier programming included in Digital Services except for XFINITY TV Latino.
- Requires Digital Starter or XFINITY TV 450 Latino.
- Applicable with a subscription to any level of digital service. Includes a customer owned video equipment credit of \$2.50. An additional charge will apply for additional CableCARDS in the same device.
- Includes digital adapter and remote. Digital service tier on additional outlet corresponds to digital service tier on primary outlet. Does not include access to On Demand content, premium channels or programming guide. Not available to customers with Limited Basic only.
- Requires Digital Economy on primary outlet. Does not include access to On Demand content, premium channels or on screen programming guide.
- Requires Family Tier on primary outlet. Does not include access to On Demand content, premium channels or on screen programming guide.
- Requires XFINITY TV Latino on primary outlet. Does not include access to On Demand content, premium channels or on screen programming guide.
- Requires digital converter and Limited Basic. Sports packages with automatically renew at the start of each season at that season's full-season early-bird rate, provided Comcast still carries the package. Subscription will automatically be billed in 4 total payments. Call 1-800-XFINITY to cancel subscription or automatic renewal up to 30 days into the season. Charges are non-refundable after the first 30 days of the season. Other restrictions may apply. Customers enrolled in the auto renewal program moving to another Comcast serviceable address and continuing service with Comcast in or out of season, will remain enrolled in the auto renewal program.
- Price of Pay-Per-View and On Demand Movie or Event is displayed prior to the completion of the Pay-Per-View or On Demand ordering process.
- Requires digital converter and Limited Basic to receive StreamPix™ on television. StreamPix™ included with the following tiers of service: HD Preferred Plus XF Triple Play, HD Premier XF Triple Play or HD Complete XF Triple Play. HD content requires subscription to HD Technology Fee. Streaming to OS device requires XFINITY™ TV app, Internet service with bandwidth of at least 600 Kbps and a subscription to Limited Basic. Streaming to laptop/computer requires equipment meeting minimum requirements posted at <http://customer.comcast.com/help-and-support/Internet/requirements-to-run-xfinity-internet-service>, Internet service with bandwidth of at least 600 Kbps and a subscription to Limited Basic.
- Requires Limited Basic and digital converter. Not available in all areas.
- Does not include installation charges for Extreme 150 Internet Service, Extreme 505 Internet Service, XFINITY Home Security, Wireless Networking, XFINITY Internet or XFINITY Voice activation fees.
- Standard/Product installations include video installations up to 12' feet from existing Comcast plant, unless noted differently in the local franchise agreement. Custom installations include installations which require in wall wiring or installations in extensive drop ceilings, basements, or crawl spaces.
- Includes two of the following installations: XFINITY TV - Unwired or Wired Home Standard Installation, XFINITY Internet - Professional Internet Installation or XFINITY Voice - Standard Installation. Does not include Extreme 505 or Extreme 150 Internet Service installation charge, wireless networking activation or fees.
- Includes up to three outlets; XFINITY TV - Unwired or Wired Home Standard Installation, XFINITY Internet - Professional Internet Installation and XFINITY Voice - Standard Installation. Does not include Extreme 505 or Extreme 150 Internet Service installation charge, wireless networking or activation fees.
- Applies to XFINITY TV Digital Starter and above and XFINITY TV 450 Latino.
- See <http://www.comcast.com/spp> for information on Service Protection Plan.
- Contact 1-800-XFINITY for questions regarding equipment replacement charges.
- Does not apply to CableCARD Self Install Kit.

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1                                    **Schedule 4.3 – Broad Categories of Programming**

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- 3    Children's Programming
- 4    Music Programming
- 5    Government and Public Affairs Programming
- 6    News Programming
- 7    Religious Programming
- 8    Sports Programming
- 9    General Entertainment Programming
- 10   Ethnic Programming
- 11   Educational Programming
- 12   Pay TV Services Programming
- 13   Interactive Programming

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## Schedule 4.4 - Channel Line-Up as of Effective Date

### XFINITY® CHANNEL LINE-UP

<b>Limited Basic</b>	724 WUNI-LATV	61 Comedy Central	830 FX HD	221 Discovery Family Channel	905 BET HD	855 Spike TV HD
2 WGBH-2 (PBS)	791 QVC HD	62 Syfy	831 TBS HD	222 Disney XD	907 Hallmark HD	862 Syfy HD
3 HSN	801 WGBX-44 (PBS) HD	63 Animal Planet	832 HGTV HD	224 TeenNick	910 H2 HD	867 TLC HD
4 WBZ-4 (CBS)	802 WGBH-2 (PBS) HD	64 TV Land	833 TNT HD	227 Science Channel	<b>XFINITY TV 300 Latino</b>	901 MSNBC HD
5 WCVB-5 (ABC)	803 WBXP-68 (ION) HD	65 NBC Sports Network	834 E! HD	240 DIY	25 Nickelodeon	903 Turner Classic Movies HD
6 NECN	804 WBZ-4 (CBS) HD	66 RTPI	835 USA HD	247 C-SPAN2	26 ABC Family	912 TV One HD
7 WHDH-7 (NBC)	805 WCVB-5 (ABC) HD	67 BET	836 Lifetime HD	792 Disney XD HD	28 MTV	920 BBC America HD
8 Public Access	806 WFXT-25 (FOX) HD	69 Golf Channel	837 A&E HD	821 National Geographic HD	29 VH1	924 FXX HD
9 WMUR-9 (ABC)	807 WHDH-7 (NBC) HD	71 History	838 Velocity HD	824 Disney HD	30 FX	<b>XFINITY TV 450 Latino (Includes Digital Economy, XFINITY TV 300 Latino and XFINITY TV Latino)</b>
10 WWDP (ShopHQ)	808 WLVI-56 (CW) HD	88 HSN2	841 Fox News HD	825 Nick HD	32 HGTV	
12 WLVI-56 (CW)	809 WMUR-9 (ABC) HD	182 TVGN	842 CNN HD	832 HGTV HD	38 TLC	
13 WFXT-25 (FOX)	810 NECN HD	186 truTV	843 CNN Headline News HD	843 CNN Headline News HD	43 CNN Headline News	
14 WSBK myTV38 (MyTV)	811 WBIN (IND) HD	199 Hallmark Movies & Mysteries	847 The Weather Channel HD	847 The Weather Channel HD	46 CNBC	
15 WBXP-68 (ION)	813 WMFP-62 (IND) HD	200 MoviePlex	848 Golf Channel HD	854 Food Network HD	54 Travel Channel	
16 WGBX-44 (PBS)	814 WSBK myTV38 (MyTV) HD	208 Hallmark Channel	849 ESPN HD	856 Science Channel HD	55 Spike TV	
17 WUNI-27 (UNI)	815 WNEU-60 (Telemundo) HD	211 Esquire Network	850 ESPN2 HD	<b>Digital Economy (Includes Limited Basic)</b>	57 Bravo	
18 WBIN (IND)	816 WUNI-27 (UNI) HD	215 WE tv	851 NESN HD	24 Disney Channel	62 Syfy	
19 WNEU-60 (Telemundo)	817 WUTF-66 (UniMas) HD	216 Oxygen	852 Comcast SportsNet HD	27 Food Network	88 HSN2	
20 WMFP-62 (IND)	818 WWDP (ShopHQ) HD	218 Sprout	854 Food Network HD	34 E!	200 MoviePlex	
21 WUTF-66 (UniMas)	906 HSN HD	234 Inspiration Network	855 Spike TV HD	35 USA	211 Esquire Network	
22 Educational Access	<b>Expanded Basic</b>	235 UP	856 Comedy Central HD	36 Lifetime	213 Turner Classic Movies	
23 WYDN-48 (Daystar)	1 On Demand	238 EWTN	858 AMC HD	37 A&E	214 TV One	
44 C-SPAN	24 Disney Channel	241 BBC America	860 Cartoon Network HD	39 Discovery Channel	216 WE tv	
48 Jewelry Television	25 Nickelodeon	242 H2	862 Syfy HD	41 Fox News	218 Sprout	
58 QVC	26 ABC Family	243 FYI	863 Animal Planet HD	42 CNN	226 OWN	
95 Educational Access	27 Food Network	247 C-SPAN2	865 NBC Sports Network HD	47 The Weather Channel	236 The Word Network	
98 CKSH-9 (Canadian)	28 MTV	249 C-SPAN3	901 MSNBC HD	56 FWTN	241 BBC America	
99 Government Access	29 VH1	250 Fox Sports 1	902 truTV HD	59 AMC	251 MSNBC	
183 Jewelry Television	30 FX	251 MSNBC	905 BET HD	60 Cartoon Network	256 FXX	
184 XFINITY Latino	31 TBS	252 Investigation Discovery	907 Hallmark HD	61 Comedy Central	267 GSN	
209 WGBH World	32 HGTV	256 FXX	908 UP HD	63 Animal Planet	270 Lifetime Movie Network	
217 WGBH Kids	33 TNT	267 GSN	909 Investigation Discovery HD	64 TV Land	271 Fox Business Network	
229 Trinity Broadcasting Network	34 E!	270 Lifetime Movie Network	910 H2 HD	67 BET	278 Fox Sports 1 HD	
237 WGBH Create	35 USA	284 Fox Business Network	916 Bloomberg TV HD	71 History	<b>Digital Preferred</b>	
268 CatholicTV	37 A&E	333 XFINITY 3D^	920 BBC America HD	182 TVGN	1 On Demand	
283 Leased Access	38 TLC	784 Travel Channel HD	921 Oxygen HD	186 truTV	125 RLTV	
288 WBIN-Live Well Network	39 Discovery Channel	787 Esquire Network HD	924 FXX HD	208 Hallmark Channel	137 SEC Network	
289 WBIN	41 Fox News	788 Lifetime Movie Network HD	925 Fox Sports 1 HD	238 EWTN	176 Ovation	
WeatherNation	42 CNN	789 Fox Business Network HD	<b>Family Tier</b>	242 H2	187 Revolt	
290 WNEU-Exitos	43 CNN Headline News	790 Hallmark Movies & Mysteries HD	24 Disney Channel	247 C-SPAN2	190 BBC World	
291 WLVI-TCN	45 Bloomberg TV	794 Bravo HD	25 Nickelodeon	823 Discovery HD	191 BabyFirst TV Americas	
292 WCVB MeTV	46 CNBC	795 NBC HD	27 Food Network	824 Disney HD	193 Smithsonian Channel	
295 WYDN-48 (Daystar)	47 The Weather Channel	797 FYI HD	32 HGTV	835 USA HD	196 Jewish Life TV (JLTV)	
296 WFXT-MOVIES!	49 ESPN	799 WE tv HD	43 CNN Headline News Channel	837 A&E HD	197 Encore Family	
297 WHDH-This TV	50 ESPN2	823 Discovery HD	47 The Weather Channel	841 Fox News HD	198 REELZ	
298 WMUR-MeTV	51 NESN	824 Disney HD	210 National Geographic	842 CNN HD	201 SundanceTV	
299 WUNI-LATV	52 Comcast SportsNet	826 ABC Family HD	218 Sprout	843 CNN Headline News HD	202 Flx	
300 WFZX 24 (Mundo Fox)	54 Travel Channel	827 MTV HD		846 Universal HD	203 Encore Action	
640 XFINITY Latino	55 Spike TV	828 Palladia			204 Encore Classic	
721 WFZX 24 (Mundo Fox)	56 EWTN	829 VH1 HD			205 Encore Suspense	
	57 Bravo					
	59 AMC					
	60 Cartoon Network					

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3

SAREF120

# **XFINITY® CHANNEL LINE-UP (continued)**

206 Indepex	599 NBA TV	248 ESPNNews	<b>Sports Pay-Per-View</b>	875 Starz HD	678 LAS
207 Encore Westerns	686 Mnet	249 Outdoor Channel	591 59G ESPN	876 Starz Comedy HD	704 Supercanal Caribe
210 National Geographic	705 Min2	257 NBA TV	Fullcourt/	877 Showtime HD	705 Min2
212 IFC	711 Tri3s	258 ESPN Classic	GamePlan	878 Showtime 2 HD	706 Discovery en español
214 TV One	715 NFL Network	259 NFL Network	600 NBA LP PRC	880 Showtime Extreme HD	707 Cine Latino
220 Nicktoons	719 Galavisión	260 TVG	601-610 MLS-NBA	883 TMC HD	708 FOX Deportes
221 Discovery Family Channel	793 A&S TV	261 CBS Sports Network	TFAM 1-10	884 TMC Xtra HD	709 CNN en Español
222 Disney XD	795 Encore HD	262 FCS Atlantic	<b>612 TEAM HD</b>	<b>International Channels**</b>	711 Tri3s
223 Nick Jr.	792 Disney XD HD	263 FCS Central	621-634 MLB-NHL GAME	134 Willow Plus	712 Viendo Movies
224 TeenNick	796 ESPNNews HD	264 FCS Pacific	<b>635 GAME HD</b>	679 Rai Italia	713 Cine Mexicano
225 outplex	798 IFC HD	265 NFL Network	<b>636 GAME 2 HD/TEAM HD</b>	680 IV Globo	716 History en español
226 ESPN	821 National Geographic HD	266 Tennis Channel	<b>Digital Premium</b>	681 SIC	717 WAPA America
227 Science Channel	822 NHL Network HD	268 MLB Network	301 HBO	682 PFC	718 Telemundo Internacional
228 Nick 100	853 NFL Network HD	278 FX Mvies Channel	302 HBO2	685 Willow Plus	719 Galavisión
230 Discovery Fit and Health	856 CBS Sports Network HD	285 Big Ten Network	303 HBO Signature	688 (V/MONDI)-701 /ca TV	720 ESPN Deportes
231 pivot	864 CMT HD	287 NFL RedZone	304 HBO Family	702 Citi-Zhong Tian	722 BabyFirst TV (Spanish)
232 Nat Geo Wild D	866 Science Channel HD	599 NBA TV	305 HBO Comedy	703 RIN	723 CentroAmericana
233 Destination America	900 ESPN HD	726 beIN Sports (Spanish)	306 HBO Zone	<b>XFINITY TV Latino</b>	725 Discovery Familia (Spanish)
236 The World Network	904 MGM HD	796 ESPNNews HD	307 HBO Latino	641 TBN Enlace USA	727 UniMas West
239 Cooking Channel	911 Destination America HD	822 NHL Network HD	321 Starz	642 Telefe Internacional	728 Univision West
240 DIY	912 TV One HD	838 Tennis Channel HD	322 Starz Edge	643 TeleFormula	757 Television Dominicana
244 Disney Junior	913 NBA TV HD	853 NFL Network HD	323 Starz InBlack	644 Pasiones	
245 WeatherScan Local	914 MLB Network HD	856 CBS Sports Network HD	324 Starz Kids & Family	645 IV Chile	
248 ESPNNews	915 Ovation HD	885 Big Ten Network HD	325 Starz Cinema	646 Nuestra Tele	
253 American Heroes Channel	922 Nat Geo Wild HD	899 NFL RedZone HD	327 Starz Comedy	647 VideoRuta	
254 Al Jazeera America	928 SEC Network HD	900 ESPN HD	328 3 StarMAX	648 Fox Life	
255 Outdoor Channel	<b>Sports Entertainment Package</b>	903 Turner Classic Movies HD	339 OuterMAX	649 IWI Fact	
257 NBA TV	126 Crime and Investigation	913 NBA TV HD	340 MovieMAX	650 TV Vozcanta	
259 NFL Network	127 Military History Channel	914 MLB Network HD	341 Cinemax	652 Telehit	
260 TVG	128 SportsNet NY (OOM)	<b>Music Choice*</b>	342 MoreMAX	653 Ritmoson Latino	
261 CBS Sports Network	130 Comcast SportsNet Chicago (OOM)	501-550 Channel Information Available on musicchoice.com	343 ActionMAX	654 Bandamax	
265 NFL Network	133 Comcast SportsNet Bay Area (OOM)	<b>Pay-Per-View</b>	344 ThrillerMAX	655 De Pelicula	
269 MLB Network	135 ESPN Goal Line	309 In Demand HD	361 Showtime	656 De Pelicula Clasico	
271 Fuse	136 The Sportsman Channel	401-402 Home Theater	362 Showtime 2	657 SUR Peru	
272 MTV Hits	192 beIN Sports (English)	435 Penthouse TV	363 Showtime Showcase	658 VME Kids	
273 MTV2	194 PAC 12	451 Playboy	364 Showtime Extreme	659 Canal SUR	
274 Centric	195 Outside TV	452 Juicy	365 Showtime Beyond	660 Once Mexico	
275 VH1 Soul	213 Turner Classic Movies	453 VIVID	366 Hix	661 Multimedias television	
276 CMT Pure Country		457 IHN	381 The Movie Channel	662 Mexicana	
277 VH1 Classic		458 XTSY	382 TMC Xtra	666 HLN	
279 Great American Country		459 Hustler	451 Playboy Channel*	667 Gran Cine	
280 MTV Jams		800 In Demand HD	773 HBO Latino HD	668 CWTN Español	
281 LOGO			775 HBO Zone HD	670 Enavisa Internacional	
282 CMT			868 Cinemax HD	673 Caracol TV	
286 ESPN			870 HBO HD	674 Canal 52MX	
326 Encore			871 HBO2 HD	675 CineSunny	
			873 Starz Edge HD		
			874 Starz Kids & Family HD		

some restrictions apply. Not all programming is available in all areas. Digital capable equipment is required to receive any channel. High definition capable equipment is required to receive high-definition channels. Additional equipment fees may apply.

\*A subscription to Playboy Channel digital service is required to receive this channel.

Music Choice - A minimum subscription to Limited Basic and a digital receiver is required to receive these channels.

\*\*Available for individual customers only.

\*Requires 3C TV, Comcast digital converter with 3D capability and subscription to 3D for Hologram Fun.

## Schedule 4.5 – Leased Access Policy

### Overview of Leased Access Policies

The policies outlined here are intended to provide the reader with an overview of Comcast's policies with regard to commercial leased access. The policies and rights of Comcast, as well as the responsibilities of leased access programmers, are more fully treated in the leased access channel agreement, which is available to programmers upon written request.

- It is the policy of Comcast to designate channel capacity for commercial use by unaffiliated persons in accordance with the requirements of Section 612 of the Communications Act, as amended (47 USC 532, 47 CFR 76.970 et seq.).
- Potential programmers are advised to complete the Comcast Leased Access Application to ensure basic contact information and leased access play back request.
- Comcast will enter into all negotiations and discussions with an access programmer "in good faith," with respect to placement on a tier or on an a la carte basis, billing services, etc. For programmers wishing to lease channel time on a part-time basis, reasonable efforts will be made to accommodate approximate time requests.
- Comcast may, as it deems appropriate in its sole discretion, prescreen any leased access programming.
- Comcast requires general liability and broadcaster's liability insurance and error and omissions insurance from leased access providers. Broadcaster liability and errors and omissions insurance is available to leased access providers for a commercially reasonable annual fee from numerous underwriters. A minimum policy coverage for \$1m and \$2m aggregate is commensurate with our requirements. Comcast Cable Communications Management, LLC, 1 Comcast Center, 32<sup>nd</sup> floor, Philadelphia, PA 19103 must be named as certificate holder and additional insured.
- The attached "Comcast Leased Access Indecency Policy" is hereby adopted as the policy of Comcast. Comcast reserves the right to refuse to carry any leased access programming it determines in its sole discretion is obscene or indecent. Carriage of programming by Comcast shall not be deemed to mean that Comcast has determined that the programming is not obscene or indecent.
- If music of any kind is to be cablecast on a leased access channel, Comcast requires the leased access programmer to fully describe how rights to cablecast the music were obtained and, if necessary, to submit proof of rights to said music prior to the signing of the Channel Lease Agreement. Comcast also may request a programmer to submit proof of rights to foreign or other programming.
- Before a Channel Lease Agreement is signed, a programmer must:
  - (1) Provide proof of general liability and broadcaster's liability and errors and omissions insurance;
  - (2) If applicable, provide proof of music rights for any music that is to be cablecast on the channel (or rights to other programming);
  - (3) Submit a statement that any programming carried on the leased channel will be neither obscene nor indecent, and, if the programming is live, that reasonable efforts will be made to ensure that the programming is neither obscene nor indecent; and
  - (4) Pre-pay in full for all leased channel time. If the term of the lease is greater than thirty days, Comcast will only request pre-payment for the first thirty days of channel time.
- By execution of the Leased Channel Lease Agreement, all leased access users shall be required to indemnify Comcast for all costs and expenses of defending any prosecution or other proceeding brought against Comcast in connection with the carriage of any alleged obscene or indecent program which was certified by the programmer as neither obscene nor indecent.

## COMCAST

### Comcast Leased Access Indecency Policy

As authorized by federal law, it is Comcast's general policy to refuse carriage of indecent programming on commercial leased access channels. In certain limited cases, only upon Comcast's prior written consent on a case by case basis, which consent may be withheld by Comcast in its sole discretion, Comcast may make limited exceptions to this policy and allow the carriage on commercial leased access channels of indecent programming that is scrambled, cablecast only during late night hours or otherwise determined by Comcast to be cablecast in a manner that protects its customers from undesired viewing of the indecent programming. In most cases Comcast will require a certification as to all indecent programming that meets the requirements contained in Exhibit D to Comcast form of Channel Lease Agreement.

Nothing in this Indecency Policy shall constitute an agreement by Comcast to cablecast any indecent programming, no matter how cablecast, and no matter what certifications are made, on any commercial leased access channel. Consequently, unless Comcast already has agreed in writing to cablecast indecent programming in the specific circumstance, ***no leased access user may transmit, or submit for transmission, any indecent programming on any full-time or part-time leased access channel on any Comcast cable system.***

Comcast does not intend to routinely pre-screen leased access programming for indecency. Rather, Comcast will rely on the leased access channel user's warranty, made in the Channel Lease Agreement that the leased access channel user will not transmit, or submit for transmission, any unapproved indecent program material. However, Comcast reserves the right to pre-screen leased access programming from time to time, at its sole discretion. If, in pre-screening leased access programming or through notification from subscribers, officials, community residents, or otherwise, Comcast discovers that leased access programming contains unapproved indecent material, Comcast will prohibit or reschedule transmission of that leased access programming or take other appropriate action. Any leased access user who transmits unapproved indecent programming, or submits such programming for transmission over a Comcast cable system, in violation of this policy and/or in breach of the warranties made in the Channel Lease Agreement will subject the Channel Lease Agreement to immediate termination. Comcast also reserves the right to pursue all remedies available to it under the Channel Lease Agreement, at law and in equity.

Indecent material is defined by the Communications Act of 1934, as amended, as "programming that the cable operator reasonably believes describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards." 47 U.S.C. §532(h). In evaluating whether material is indecent, Comcast will apply a good faith judgment under this standard, and may look to such explanations published by the FCC or other authority that may come to its attention.

## Schedule 5.1 – Lowell I-Net Locations

DESCRIPTION	IN USE	LOCATION
1. Dr. Gertrude M. Bailey Elementary School	Yes	175 Campbell Drive
2. Cardinal O'Connell McHugh Alternative Program	Yes	21 Carter Street
3. Greenhalge School	Yes	149 Ennell Street
4. Laura Lee Alternative Program	Yes	235 Powell Street
5. Leblanc Therapeutic Day School (alternative)	Yes	58 Sycamore Street
6. Abraham Lincoln Elementary School	Yes	300 Chelmsford Street
7. S. Christa McAuliffe Elementary School	Yes	570 Beacon Street
8. Joseph A. McAvinnue Elementary School	Yes	117 Mammoth Road
9. Moody Elementary School	Yes	138 Rogers Street
10. Molloy Lowell High Alternative Program	Yes	125 Smith Street
11. C.W. Morey Elementary School; to be rebuilt	Yes	114 Pine Street
12. Charlotte M. Murkland Elementary School	Yes	350 Adams Street
13. Pawtucket Memorial Elementary School	Yes	425 West Meadow Road
14. J.G. Pyne Arts School	Yes	145 Boylston Street
15. Peter W. Reilly Elementary School	Yes	115 Douglas Road
16. John J. Shaughnessy Elementary School	Yes	1158 Gorham Street
17. Varnum Literacy and Arts Elementary School	Yes	115 Sixth Street
<b>(*CLOSED*)</b>		
18. Washington Elementary School	Yes	795 Wilder Street
19. Bartlett Community Partnership School	Yes	79 Wampanoag Street
20. James S. Daley Middle School	Yes	150 Fleming Street
21. H. J. Robinson Middle School	Yes	110 June Street
22. E. N. Rogers Middle School	Yes	43 Highland Street
23. James Sullivan Middle School	Yes	150 Draper Street
24. Dr. An Wang Middle School	Yes	365 West Meadow Road
25. Adult Basic Education Program @ the Green School	Yes	402 Merrimack Street
26. City Hall (MIS Department)	Yes	375 Merrimack Street
27. Lowell Memorial Auditorium	Yes	50 E. Merrimack Street
28. Lowell High School	Yes	50 Fr. Morrisett Boulevard
29. Smith Baker Center <b>(*CLOSED*)</b>	No (a,d)	400 Merrimack Street
30. Lowell High McDonough Freshman Academy (City Magnet)	Yes	43 French Street
31. Benjamin F. Butler Middle School	Yes	1140 Gorham Street
32. Middlesex Community College	Yes (c)	33 Kearney Square
33. Lowell Telecommunications Corp.	Yes (b, e)	256 Market Street
34. Police Headquarters	Yes	50 Arcand Drive
35. Fire Department Central	Yes	89 Moody Street
36. Pollard Memorial Library	Yes	401 Merrimack Street
37. Boot Mills	Yes	400 Foot of John Street
38. Greater Lowell Vocational High School	Yes (c)	250 Pawtucket Boulevard
39. Oakland Firehouse (Fire Training)	Yes	501 Rogers Street
40. Lowell Catholic High School	No (d)	530 Stevens Street
41. Lowell Housing Authority (LHA) – Moody St.	Yes (b)	350 Moody Street
42. Lowell Housing Authority (LHA) – Broadway St.	Yes (b, e)	735 Broadway Street

43. Lowell Housing Authority (LHA) – Chelmsford St.	Yes (b, e)	580 Chelmsford Street
44. Lowell Housing Authority (LHA) – Salem St.	Yes (b, e)	21 Salem Street
45. State Dept of Youth Svcs. (Elliot School; <b>*CLOSED*</b> )	<b>No (a, d)</b>	10 Favor Street
46. Cawley Stadium	Yes (c)	Village Street & Douglas Road
47. Lowell Wastewater	Yes	451 First Street
48. Department of Public Works	Yes	1365 Middlesex Street
49. Lowell Regional Water Utility	Yes	815 Pawtucket Boulevard
50. Boarding House Park	Yes (c)	40 French Street
51. Sampas Pavilion	Yes (c)	190 Pawtucket Boulevard
52. UML Inn and Conference Center	Yes	50 Warren Street
53. South Common	Yes (c)	South Street & Thorndike Street
54. UML North Campus	Yes	Riverside St
55. Acre Police Station ( <b>*CLOSED*</b> )	<b>No (d)</b>	3-5 Adams St. not used not needed
56. Centralville Police Station ( <b>*CLOSED*</b> )	<b>No (a, d)</b>	480 Bridge Street
57. Back Central Police Station ( <b>*CLOSED*</b> )	<b>No (a, d)</b>	739 Central Street
58. Belvidere Police Station ( <b>*CLOSED*</b> )	<b>No (a, d)</b>	151 Andover Street
59. Pawtucketville Police Station ( <b>*CLOSED*</b> )	<b>No (a, d)</b>	118 University Avenue
60. Highlands Police Station	Yes	657 Middlesex Street
61. Cross Point Business Center Police Training ( <b>*CLOSED*</b> )	Yes	100 Industrial Avenue
62. Special Investigations, Police	Yes	210 Steadman & 133 Steadman
63. Gorham Fire House	Yes	803 Gorham Street
64. Tsongas Arena	Yes (c)	200 Arcand Drive
65. LeLacheur Park	Yes (c)	450 Aiken Avenue
66. School Department Administration Offices ( <b>*CLOSED*</b> )	Yes	155 Merrimack Street
67. Health Department ( <b>*CLOSED*</b> )	<b>No (a, d)</b>	35 John Street
68. Employment and Training Career Center	Yes	18 John Street
69. Parks Department on Shattuck St. ( <b>*CLOSED*</b> )	Yes	25 Shattuck Street
70. District Court	Yes	41 Hurd Street
71. Katherine P. Stoklosa Middle School	Yes	560 Broadway Street
72. Comcast Headend	Yes	12 Washer Street
73. Senior Center	Yes	276 Broadway Street
74. Wannalancit Mills (LPD Crime Analysis)	Yes	660 Suffolk St
75. Edson Cemetery	Yes	1375 Gorham Street
76. Lowell Housing Authority (LHA) – Middlesex St	? (e)	657 Middlesex Street
77. Lowell Housing Authority (LHA) – Market St	? (c)	606 Market Street
78. Lowell Housing Authority (LHA) – Shaughnessy Terrace	? (c)	169 Shaughnessy Terrace
79. Bridge Program	? (e)	73 Woburn Street
80. Millie's Place	? (e)	50 E Merrimack Street
81. Rehab Association	? (e)	767 E Merrimack Street

NOTES:

- (a) The City has vacated this location.
- (b) Non-Profit access/use for data and/or video.
- (c) Video primary use.
- (d) This I-Net node is available for relocation.
- (e) Legacy Non-Profit Charitable Organization for video purposes.

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**Schedule 5.3 – Payment Schedule**

	Payment Due Date Calendar Year 2014	Amount Due	License Section	Description	Payable To
	<b>Form 500 (for CY 2013)</b> <b>Form 400/200/300 (for CY 2013)</b>				
1	January 10, 2014	\$48,000	License Extension	Capital Facilities Payment	City of Lowell
1a	March 10, 2014	\$48,000	License Extension	Capital Facilities Payment	City of Lowell
1b	June 10, 2014	\$24,000	License Extension	Capital Facilities Payment	City of Lowell
1c	Within 45 days of the execution of the Renewal License	.70% GAR less license fees less Cap Fac pmnt during extension	5.4(a)	Capital Facilities Payment	City of Lowell
2	March 15, 2014	\$.50/sub	7.8	License Fee (for YE December 2013)	City of Lowell
3	April 1, 2014	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2013 – Dec 2013)	Lowell Telecom. Corporation
4	April 1, 2014	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2013 – Dec 2013)	City of Lowell
5	October 1, 2014	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2014 – Jun 2014)	Lowell Telecom. Corporation
6	October 1, 2014	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2014 – Jun 2014)	City of Lowell

**Calendar Year 2015**

	<b>Form 500 (for CY 2014)</b> <b>Form 400/200/300 (for CY 2014)</b>				
7	January 10, 2015	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
8	March 15, 2015	\$.50/sub	7.8	License Fee (for YE December 2014)	City of Lowell
9	April 1, 2015	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2014 – Dec 2014)	Lowell Telecom. Corporation
10	April 1, 2015	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2014 – Dec 2014)	City of Lowell
11	October 1, 2015	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2015 – Jun 2015)	Lowell Telecom. Corporation
12	October 1, 2015	3% GAR	5.8(a)	3% GAR for Municipal Access	City of Lowell



			(for period of Jan 2015 – Jun 2015)	
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**Calendar Year 2016**

**Form 500 (for CY 2015)**

**Form 400/200/300 (for CY 2015)**

13	January 10, 2016	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
14	March 15, 2016	\$.50/sub	7.8	License Fee (for YE December 2015)	City of Lowell
15	April 1, 2016	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2015 – Dec 2015)	Lowell Telecom. Corporation
16	April 1, 2016	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2015 – Dec 2015)	City of Lowell
17	October 1, 2016	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2016 – Jun 2016)	Lowell Telecom. Corporation
18	October 1, 2016	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2016 – Jun 2016)	City of Lowell

**Calendar Year 2017**

**Form 500 (for CY 2016)**

**Form 400/200/300 (for CY 2016)**

19	January 10, 2017	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
20	March 15, 2017	\$.50/sub	7.8	License Fee (for YE December 2016)	City of Lowell
21	April 1, 2017	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2016 – Dec 2016)	Lowell Telecom. Corporation
22	April 1, 2017	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2016 – Dec 2016)	City of Lowell
23	October 1, 2017	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2017 – Jun 2017)	Lowell Telecom. Corporation
24	October 1, 2017	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2017 – Jun 2017)	City of Lowell

**Calendar Year 2018**

**Form 500 (for CY 2017)**

**Form 400/200/300 (for CY 2017)**

7	January 10, 2018	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
8	March 15, 2018	\$.50/sub	7.8	License Fee (for YE December 2017)	City of Lowell
9	April 1, 2018	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2017 – Dec 2017)	Lowell Telecom. Corporation
10	April 1, 2018	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2017 – Dec 2017)	City of Lowell
11	October 1, 2018	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees	Lowell Telecom. Corporation

12	October 1, 2018	3% GAR	5.8(a)	(for period of Jan 2018 – Jun 2018) 3% GAR for Municipal Access (for period of Jan 2018 – Jun 2018)	City of Lowell
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**Calendar Year 2019**

**Form 500 (for CY 2018)**

**Form 400/200/300 (for CY 2018)**

13	January 10, 2019	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
14	March 15, 2019	\$.50/sub	7.8	License Fee (for YE December 2018)	City of Lowell
15	April 1, 2019	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2018 – Dec 2018)	Lowell Telecom. Corporation
16	April 1, 2019	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2018 – Dec 2018)	City of Lowell
17	October 1, 2019	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2019 – Jun 2019)	Lowell Telecom. Corporation
18	October 1, 2019	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2019 – Jun 2019)	City of Lowell

**Calendar Year 2020**

**Form 500 (for CY 2019)**

**Form 400/200/300 (for CY 2019)**

19	January 10, 2020	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
20	March 15, 2020	\$.50/sub	7.8	License Fee (for YE December 2019)	City of Lowell
21	April 1, 2020	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2019 – Dec 2019)	Lowell Telecom. Corporation
22	April 1, 2020	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2019 – Dec 2019)	City of Lowell
23	October 1, 2020	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2020 – Jun 2020)	Lowell Telecom. Corporation
24	October 1, 2020	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2020 – Jun 2020)	City of Lowell

**Calendar Year 2021**

**Form 500 (for CY 2020)**

**Form 400/200/300 (for CY 2020)**

7	January 10, 2021	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
8	March 15, 2021	\$.50/sub	7.8	License Fee (for YE December 2020)	City of Lowell
9	April 1, 2021	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2020 – Dec 2020)	Lowell Telecom. Corporation
10	April 1, 2021	3% GAR	5.8(a)	3% GAR for Municipal Access	City of Lowell

11	October 1, 2021	2% GAR less license fees	5.3(c)	(for period of Jul 2020 – Dec 2020) 2% GAR for Operations less license fees (for period of Jan 2021 – Jun 2021)	Lowell Telecom. Corporation
12	October 1, 2021	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2021 – Jun 2021)	City of Lowell

**Calendar Year 2022**

**Form 500 (for CY 2021)**

**Form 400/200/300 (for CY 2021)**

13	January 10, 2022	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
14	March 15, 2022	\$.50/sub	7.8	License Fee (for YE December 2021)	City of Lowell
15	April 1, 2022	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2021 – Dec 2021)	Lowell Telecom. Corporation
16	April 1, 2022	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2021 – Dec 2021)	City of Lowell
17	October 1, 2022	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2022 – Jun 2022)	Lowell Telecom. Corporation
18	October 1, 2022	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2022 – Jun 2022)	City of Lowell

**Calendar Year 2023**

**Form 500 (for CY 2022)**

**Form 400/200/300 (for CY 2022)**

19	January 10, 2023	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
20	March 15, 2023	\$.50/sub	7.8	License Fee (for YE December 2022)	City of Lowell
21	April 1, 2023	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jul 2022 – Dec 2022)	Lowell Telecom. Corporation
22	April 1, 2023	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jul 2022 – Dec 2022)	City of Lowell
23	October 1, 2023	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of Jan 2023 – Jun 2023)	Lowell Telecom. Corporation
24	October 1, 2023	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of Jan 2023 – Jun 2023)	City of Lowell

**Calendar Year 2024**

**Form 500 (for CY 2023)**

**Form 400/200/300 (for CY 2023)**

19	January 10, 2024	.70% GAR less license fees	5.4(a)	Capital Facilities Payment	City of Lowell
20	March 15, 2024	\$.50/sub	7.8	License Fee (for YE December 2023)	City of Lowell
21	April 1, 2024	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees	Lowell Telecom. Corporation

Cable Television Franchise Renewal License for the City of Lowell, MA  
*Term: 10/11/13 – 10/10/23 (10 Yrs.)*

22	April 1, 2024	3% GAR	5.8(a)	(for period of Jul 2023 – 10/10/23) 3% GAR for Municipal Access (for period of Jul 2023 – 10/10/23)	City of Lowell
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**Schedule 6.2 – Customer Service Obligations**

**FCC CUSTOMER SERVICE OBLIGATIONS**

**TITLE 47--TELECOMMUNICATION**

**CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

**PART 76--CABLE TELEVISION SERVICE**

**Subpart H--General Operating Requirements**

**Sec. 76.309 Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this Section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this Section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this Section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer 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. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this Section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator 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 cable operator 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.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

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## Schedule 6.4 – Customer Service Procedures as of Effective Date

# Important Notices To Our Customers

## How to Use Your Cable Service Notice to Customers Regarding Equipment Compatibility & Important Information

X35346 8773/1000-3000, 8633-0100, 0110,0120 (ALL)

### How To Use Your Cable Service

Congratulations on your choice of one of the world's best entertainment and information media - cable TV! We have designed our XFINITY TV service to be as simple to use as it is exciting to explore!

This information is provided to enable you to be more knowledgeable about your service and to answer any questions you may have about it.

### Complaint Procedures

If you have a complaint regarding your cable television service or your bill, please call the local customer service number listed below or our toll-free telephone number which is available 24 hours a day, seven days a week. You can also visit our local business office listed on your billing statement. Alternatively, if you wish to put your comments in writing, your letter should be addressed to Comcast at the local address listed on your billing statement. We will promptly try to resolve your complaint. If we are unable to resolve your complaint, we will notify you that we are unable to do so and explain the reason why. If you are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact the local franchising authority to discuss your complaint. Please refer to your monthly cable bill or call the local customer service number listed below for the name and address of your local franchising authority.

### General Do's and Don'ts

We have installed cable in your home in a manner that is consistent with Federal Communications Commission ("FCC") rules. Here are a few tips to keep it operating safely and reliably:

1. During severe electrical storms you should unplug your television set and cable converter to avoid damage. Comcast and your set manufacturer are not responsible for damage which occurs due to acts of nature.
2. Your cable converter operates on 110 volts. Please take all the same precautions you would for any small appliance, such as checking the cord to make sure it is not worn or damaged.
3. For your own safety, do not attempt to open or otherwise tamper with your cable converter.
4. If you have someone other than Comcast install the inside wiring in your home, or if you do it yourself, you are responsible for ensuring that the installation
  - a. complies with all applicable governmental regulations (FCC signal leakage rules, for example), and
  - b. does not interfere with the normal operations of the cable system or any other communications systems, such as those used by police and fire departments.

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### Billing

Your monthly cable bill not only gives you a listing of your current charges, payments and credits, but it may also contain special messages to our customers. Take time to review your bill to make sure your name, address and other information are correct. You generally will be billed at the same time each month unless you are notified otherwise.

Your first statement will include a monthly charge for the upcoming month. It may also include:

1. Your installation charge,
2. A partial charge for your first month's service if you are connected in the middle of a billing cycle; for example, if your monthly cable fee is \$24.00 and you connect to cable on the tenth day of a 30-day month, you would be billed for 2/3 of a month. The amount shown next to the line entry "prorate" or "partial month" would be \$16.00,
3. Your payment due date,
4. An address to send any written requests in a separate letter to Comcast, and
5. All prices for services (these may be subject to applicable franchise fees and taxes).

### Theft Of Service

The Cable Act (47 USC § 533) created both civil and criminal penalties for manufacturers, suppliers and users of unauthorized cable devices. This federal theft-of-service law supplements any existing state or local laws, and provides a federal remedy against any person who, without authorization, intercepts or receives any communication service which is provided over a cable system.

This federal law prohibits the unauthorized interception or receipt of any communications service over a cable system. This would include the theft of audio, video, textual data or other service, including data transmitted to or from a customer over a system that has interactive capability. The law applies to both manufacturers and distributors of equipment, as well as individual subscribers.

The Cable Act provides both civil and criminal penalties for theft of cable services. Under this federal legislation, a cable operator may seek substantial monetary damages for the theft of its cable services. In addition, if the violations are willful and for commercial advantage or private financial gain, the court may award damages of up to \$50,000 in civil cases and a maximum of \$100,000 for certain criminal violations, in addition to a maximum of five years imprisonment for subsequent offenses.

***Theft of service creates unfair burdens on cable subscribers who are forced to subsidize the benefits that other individuals are getting by receiving cable service without paying for it.***

### About Your Converter/CableCARD

In order to receive XFINITY TV, as well as to descramble certain optional premium or pay-per-view services, you may require an electronic channel selection device called a "converter" or a CableCARD activated device. A converter and a remote control or a CableCARD are available from Comcast on a lease basis or converters or remotes may be purchased at certain retail outlets, including consumer appliance or electronics stores.

Some television components like DVD players, DVD recorders, cable-ready sets and remote-control devices may not be compatible with your cable television service. We encourage you to make certain components you purchase are compatible with your cable television service prior to making a purchase. For further information, please refer to the Equipment Compatibility section of this notification, or call your local Comcast office.

Converters that unscramble services also provide our customers with the option to use "parental control" to block channels they wish not to view.

It is easy to watch your television after connecting to cable using a converter. Just turn on both your television set and the converter. Make sure that your television is tuned to the output channel of your converter (Ch. 2, 3 or 4), and then select the channel you want to watch by using the controls on either the converter or the hand-held remote control device. To ensure reliable operation, make sure the converter is plugged into a "live" electrical outlet, rather than one controlled by a light switch. Loss of power to some converters may result in a temporary loss of cable service, even after the power is restored.

**IF YOUR CONVERTER IS PROVIDED TO YOU BY COMCAST, YOU MUST RETURN IT ONCE YOU ARE NO LONGER A CUSTOMER.**

### If You Have Problems

If you experience a problem with picture or signal quality, you should review your television, DVD player and/or DVD recorder owner's manual for proper adjustment or please try the troubleshooting information below. If your service problem does not clear up you should call the local customer service number listed below and describe the problem to a customer service representative.

In order to correct the problem, we may need access to your premises. If required, a service call will be scheduled at a time convenient to you. We will make all reasonable efforts to resolve any complaints you have concerning the quality of our signals promptly and efficiently. Excluding conditions beyond our control, we will respond to a service interruption no later than twenty-four hours after receipt of notification. We respond to other service problems no later than the next business day after notification. If our service technician is unable to correct the problem to your satisfaction we will, at your request, schedule a second service appointment. If we remain unable to correct the problem you will be notified of this fact and the reason why. If you are dissatisfied with our resolution of your service problem, you may contact the local franchising authority to discuss the problem with your service. Please refer to your monthly cable bill or call the local customer service number listed below for the name and address of your local franchising authority.



#### **Wrong Channel**

- Check television set dial and converter for channel setting. Try channel 2, 3, or 4.



#### **Snow on Screen**

- Check to make sure converter is plugged into a working outlet.



#### **No Picture, No Sound**

- Make sure the television set is plugged into a "live" electrical outlet, and not controlled by a wall switch.



#### **Picture Shrinks**

- May be an overloaded circuit in your television set, or
- Electric company power cutback.



#### **No Picture**

- Check channel setting on converter and television set.
- Check listing to make sure channel is broadcasting during this time slot.
- Check other channels to compare reception.



#### **DVD Player, DVD Recorder-Cable Hookups**

1. Additional equipment, such as coaxial cables, signal splitters or A/B switches, may cause picture distortion if it does not meet Comcast systems' standards. Please call our repair department before you purchase additional hookup equipment.
2. We recommend against cutting cable wire connectors. An improperly cut cable may cause picture distortion.
3. All cable connections must be fitted "wrench tight."

#### **True Cable Compatibility**

Please refer to the Equipment Compatibility section in this notice regarding cable compatibility, or call your Comcast office if you have questions.

#### **Installing Digital Cable Service**

Digital TV self-installation kits and manuals are available from your local Comcast cable office for a separate charge.

### **A Brief Note About The Services We Offer**

Not all services are available in all areas. Please call your local Comcast office for details.

#### **Limited Basic**

Limited Basic Service is one of our most viewed levels of service. Limited Basic may include off-air broadcast stations and franchise-required public, educational and government access channels. All such programming

varies on a community-by-community basis and is subject to change at any time. Currently, our cable customers must subscribe to Limited Basic in order to subscribe to any tiers of video service offered by Comcast.

#### **Digital Service Tiers**

Our Digital Service tiers generally carry all non-premium cable channels, such as The Discovery Channel, Lifetime, ESPN, A&E, USA, TNT and, where available, regional sports services. All such programming varies on a community-by-community basis and is subject to change at any time.

A customer must receive Limited Basic Service in order to be eligible to receive a Digital Service Tier.

#### **Premium Services**

Premium Services are generally available to customers who receive Limited Basic Service. Premium channels generally include Home Box Office (HBO), Showtime, Cinemax, STARZ!, and Encore. All premium services may not be available in all areas. There is a separate monthly charge for each premium channel a customer receives.

#### **Other Optional Services**

In addition to these programming services, we may also offer our customers the option of renting converters or remotes for an additional monthly charge; Pay-Per-View or other services, including ordering and downloading pay-per-view services; and optional interactive television services, such as e-mail and access to the Internet.

We may also have available XFINITY Internet Service for personal computers that offers content-enhanced access to the Internet; full motion video; national, regional, and local content; e-mail; personalized browsers; and other exciting features at unprecedented speed and convenience. XFINITY Internet service may not be available in all areas and is subject to certain terms and conditions.

### **A Note About Programming**

We receive programming from various non-cable and cable networks. We are not responsible for the content of programs aired by these networks. Programming complaints or questions should be directed to the particular cable or broadcast networks.

### **Moving**

BEFORE YOU MOVE, please call Comcast. This is the best way for us to disconnect your service, recover your converter and arrange for cable television service in your new home. Call us in advance, and we will schedule a new installation if your new home is in our service area.

If you decide to disconnect your service, converters, remote control devices and any other equipment provided by Comcast should be returned to us immediately. Customers are liable for these items and will continue to be billed until the equipment is returned, or, if you have lost it or are otherwise unable to return it, paid for.

### **Emergencies**

Emergencies such as fallen utility lines, violent storms or sub-freezing weather may interfere with reception of your service. We will promptly have one of our crews correct an emergency situation as soon as it is safely possible.

## **Important Notice To Our Customers Regarding Equipment Compatibility**

### **"Cable Ready" and "Cable Compatible Equipment"**

Many subscribers currently rent or own converters to receive our cable services. Because a converter functions as the channel tuner on your television, DVD player or DVD recorder, it may prevent you from using some of the special features and functions of your television, DVD player or DVD recorder. For example, you may not be able to view one program while recording another, record two or more consecutive programs that appear on different channels, use advanced picture generation and display features such as "picture in picture," channel review or use other features that necessitate channel selection by the television set. Some of these problems may be resolved by the use of A/B switches, signal splitters, and/or other supplemental equipment that can be purchased from Comcast or at electronic stores. Please call us if you would like to discuss the type of special equipment needed to resolve individual compatibility problems or if you have any questions regarding other equipment compatibility issues.

In order to enable you to utilize special features, which your television may have, we will make available, upon your request, equipment which will allow for simultaneous reception of two or more scrambled or encrypted signals and for tuning to alternative channels on a pre-programmed schedule. This equipment could include for example, converters and multiple descrambler/decoders and/or timers (or if such devices are not available, multiple devices will be provided), and signal bypass switches.

If you plan to purchase cable services that we scramble or encrypt, such as premium, pay-per-view or digital services, you should make sure that any converter, or navigation device or Digital-cable-ready television (which can receive digital cable services using a device that we must provide called CableCARD in place of a converter) that you purchase from a retail outlet is compatible with our system or Note: CableCARD will not support two-way, interactive services such as On Demand, pay-per-view and the Comcast interactive program guide. Sets capable of supporting two-way services will be available in the future, and Comcast is committed to supporting that technology when it becomes available.

Upon your request, we will provide you with the necessary technical parameters necessary for any converter rented or acquired from retail outlets to operate with our cable system. If you see advertisements for converters that have descramblers in them, you should understand that these devices may be illegal to use. Because of the need to protect our

scrambled services, we will not authorize the use of any converter/descrambler which does not conform to all required signal security specifications. People who use illegal converters/descramblers may be subject to prosecution for theft of cable service. It is unlawful to alter or tamper with any device belonging to a cable operator in order to receive, intercept or assist in receiving or intercepting any communications service offered over a cable system. People who take such actions may be subject to fines or imprisonment.

### **Availability Of Special By-Pass Equipment**

Some of the channels offered on the Comcast cable system may also be scrambled and viewed only if a set-top converter is used. However, as described above, a converter may limit your ability to use certain advanced features on your television set, DVD Player or DVD Recorder. If you use a converter and you have problems using the special features, additional special equipment may be necessary to regain some or all of these features. Comcast will consult with you in order to determine what specific equipment may be available to solve your particular situation. This equipment may include an additional converter, or, if you have a receiver that can tune our cable channels, possibly a switch (or a special converter with a switch) that will enable you to by-pass the converter and tune all unscrambled channels with your television set, DVD player or DVD recorder.

### **Pay-Per-View Programming**

Comcast may not have the right to distribute pay-per-view programming to commercial establishments, and you may not order or request pay-per-view programming for receipt, exhibition or taping in a commercial establishment. You may neither exhibit nor assist in the exhibition of pay-per-view programming in a commercial establishment unless explicitly authorized to do so in advance, by Comcast and our program provider. If you fail to abide by this restriction, you will be held liable for any claims made against you or Comcast on account of any unauthorized commercial exhibition.

### **Remote Controls**

If you use a converter with remote control capability, Comcast provides remote control devices for a monthly charge. In some areas, you may also be able to buy them from us. It is also possible the remote control that came with your TV, DVD player or DVD recorder is capable of controlling the converter box. In that case, please feel free to use it. Finally, you may choose to buy a "universal" remote control device capable of working with our converters at retail outlets, including many appliance or consumer electronics stores.

Any or all of the above remote control devices may not be compatible with the converters required for optional services voluntarily requested by you.

We hope this information has been useful. If you have any questions, please contact us. The phone number of your Comcast office is contained on your monthly bill, or in your monthly billing mailing.

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## **Important Information**

### **Service Area(s)**

MA, NH & ME

### **Phone Numbers**

#### **Billing/Repair**

1-800-COMCAST (266-2278)

#### **New Services/Sales**

1-800-COMCAST (266-2278)

#### **After-Hours Repair**

1-800-COMCAST (266-2278)

### **Mailing/Office Address**

Comcast  
1 Comcast Center  
Philadelphia, PA 19102

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## **Local Franchising Authority**

Consumer Division of the  
Department of Telecommunications and Cable  
1-800-392-6066  
1000 Washington Street, Suite 820  
Boston, MA 02118

Office of the Attorney General  
Consumer Protection and Antitrust Bureau  
33 Capital Street  
Concord, NH 03301

Office of the Attorney General  
Consumer Information and Mediation Service  
6 State House Station  
Augusta, ME 04333

**Schedule 6.7 – Billing and Termination Regulations**

**BILLING AND TERMINATION OF SERVICE**

**207 CMR 10.00**

**10.01: Billing Practices Notice**

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

**10.02: Services, Rates and Charges Notice**

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

**10.03: Form of Bill**

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
  - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
  - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
  - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
  - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
  - (e) the amount of the bill for the current billing period, separate from any prior balance due;

- 1 (f) The date on which payment is due from the subscriber.
- 2 (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
- 3 (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom
- 4 the fee is paid;
- 5 (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the
- 6 franchise agreement to support public, educational, or governmental channels or the use of such channels;
- 7 (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on
- 8 the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be
- 9 separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a
- 10 transaction between a subscriber and an operator.
- 11 (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file
- 12 which shall be available upon request, that provides the accounting justification for all itemized costs appearing
- 13 on the bill.

14 **10.04: Advance Billing and Issuance of Bill**

- 15 (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under
- 16 uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last
- 17 day of a service period.
- 18 (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater
- 19 than two months.
- 20 (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each
- 21 billing period and a final bill at the time of disconnection.

22 **10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service**

- 23 (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a
- 24 statement that the bill is due upon receipt. The due date shall not be less than five business days following the
- 25 mailing date of the bill.
- 26 (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company
- 27 at least 30 days after the bill due date.
- 28 (3) The following provisions shall apply to the imposition of late charges on subscribers:
- 29 (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the
- 30 operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the
- 31 subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
- 32 (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
- 33 (c) No late charge may be assessed on the amount of a bill in dispute.
- 34 (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the
- 35 cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous
- 36 manner, and the subscriber has been given at least eight business days from the mailing of the notice of
- 37 termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the
- 38 date of delinquency.
- 39 (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television
- 40 service solely because of the nonpayment of the disputed portion of a bill during the period established by 207
- 41 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution
- 42 mechanism recognized under 207 CMR 10.07.
- 43 (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in
- 44 processing such checks.

45 **10.06: Charges for Disconnection or Downgrading of Service**

- 46 (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service,
- 47 except that no such charge may be imposed when:
- 48 (a) A subscriber requests total disconnection from cable service; or
- 49 (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a
- 50 substantial change in the number or type of programming services relative to the service (s) in question.
- 51 (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in
- 52 rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect
- 53 service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who
- 54 requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

55 **10.07: Billing Disputes**

- 56 (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute
- 57 registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the

- 1 subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its  
2 investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- 3 (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within  
4 30 days.
- 5 (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly  
6 inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under  
7 the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR  
8 10.07(4).
- 9 (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within  
10 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days  
11 after the filing of a complaint.
- 12 (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the  
13 dispute to the Commission and be bound by the Commission's decision and the Commission obtains a  
14 statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive  
15 either written or oral statements from the parties, and may conduct its own investigation. The Commission  
16 shall then issue a decision based on the record and the parties shall receive written notification of the decision  
17 and a statement of reasons therefor.
- 18 **10.08: Security Deposits**
- 19 (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in  
20 excess of the cost of the equipment.
- 21 (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six  
22 months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber.  
23 Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a  
24 credit to the cable subscriber's account.
- 25 (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security  
26 deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable  
27 subscriber's account.