



April 25, 20225

***Via Email***

Mr. Thomas A. Golden, Jr., City Manager  
City of Lowell  
375 Merrimack Street  
2nd Floor, Room 43  
Lowell, MA 01852

***Re: City of Lowell – Cable Television Renewal License***

Dear Mr. Golden:

Enclosed is the executed Cable Television Renewal License between the City of Lowell and Comcast which commenced on March 1, 2025 and will expire on February 28, 2030.

Please feel free to contact me via email at **Kerry\_Morris@comcast.com** should you have any questions.

Sincerely,

*Kerry Morris*

Kerry Morris, Sr. Manager  
Government Relations

Enc.

cc: Miran Fernandez, Chief Information Officer, City of Lowell (via email)  
Attorney Wm August – August & Epstein LLC (via email)  
Shonda Green – MA DTC (via email)  
Denise Mason – Comcast Manager of Government & Regulatory Affairs (via email)  
Comcast Corporate Franchising (via transmittal email)  
Comcast Division Franchising and Finance (via transmittal email)

**COMMONWEALTH OF MASSACHUSETTS  
CITY OF LOWELL**

**Cable Television Franchise  
Renewal License  
March 1, 2025 – February 28, 2030**

**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 March 11, 2021, in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and Licensee filed a renewal proposal dated June 9, 2023;**

**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.**

## ARTICLE 1 - DEFINITIONS

### SECTION 1.1 – DEFINITIONS

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

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

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

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

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

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

amended.

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

g) **Cable Service or Service**: The one-way transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such programming which Licensee may make available to subscribers generally, in accordance with the Cable Act and shall include any service determined in the future to be a Cable Service in accordance with applicable law.

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

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

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

- k) **CMR:** Code of Massachusetts Regulations.
- l) **Commercial Subscriber:** A commercial, non-residential Subscriber to Cable Service.
- m) **Complaint:** Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that (1) is within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.
- n) **Converter:** Any device changing the frequency of a Signal. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System.
- o) **Drop:** Means the coaxial or fiber cable that connects a home or building Outlet to the Subscriber Network, Institutional Network, or Video Return Line.
- p) **Downstream Channel:** A channel over which signals travel from the Cable System Headend or Hub to an authorized recipient of Programming.
- q) **Educational Access:** The specific channel(s) and the programming thereon made available by the Licensee on the Cable System which has been allocated for use by educational organizations and institutions in the City, and the use thereof, to present non-commercial educational programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.
- r) **Effective Date:** March 1, 2025
- s) **FCC:** The Federal Communications Commission, or any successor agency.
- t) **Franchise Fee:** Means the payments to be made by Licensee to the Issuing Authority, the City, and or any other governmental subdivision, including the Access Corporation, and as set forth in Section 622(g) of the Cable Act.
- u) **Government Access:** The channel(s) and the programming thereon made available by the Licensee on the Cable System which has been allocated for use by the City, the Issuing Authority or their designee(s), and the use thereof, to present non-commercial programming or information

as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

v) **Gross Annual Revenues**: Any and all revenue, which is derived by Licensee and calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System within the City, including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all Digital Cable Service revenues, interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber's Cable Service revenues; all Pay Cable, pay-per-view revenues; any other services now or in the future deemed to be lawful for purposes or computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases and/or sales; all home-shopping service(s) revenues; all interactive Cable Service(s) revenues, and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is received or otherwise derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received or derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliate(s) and/or Person(s) relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

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

- x) **Hub (or Hub Site)**: A sub-Headend, generally located within a cable television community, used either for the purpose of Signal Processing or switching.
  
- y) **Institutional Network (I-Net)**: The separate existing fiber-optic and/or fiber-optic/coaxial hybrid system, consisting of Upstream and Downstream channels or combined digital channels, said channels made available by the Licensee for the use of the Issuing Authority and/or its departments and designees, capable of transmitting video and audio among and between the various I-Net locations listed on Schedule 5.1.
  
- z) **Issuing Authority**: Means the City Manager of the **City of Lowell, Massachusetts**.
  
- aa) **Leased Access Channel**: Any channel available for lease for programming by persons other than Licensee subject to and in accordance with 47 U.S.C. 532.
  
- bb) **License Fee or Franchise Fee**: The payments to be made by the Licensee to the City and/or the designated Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.
  
- cc) **Licensee**: **Comcast of Southern New England, Inc.**, or any successor or transferee in accordance with the terms and conditions in this License.
  
- dd) **Multichannel Video Programming Distributor**: A person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.
  
- ee) **Municipal Access Channel**: Any channel which has been allocated for use by the Issuing Authority or his/her designee for access purposes in accordance with 47 United States Code 531 and the terms herein.
  
- ff) **Normal Business Hours**: 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 (1) night per week and/or some weekend hours.
  
- gg) **Origination Capability or Origination Point**: An activated connection to an I-Net

Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

hh) **Outlet:** Means an interior or exterior receptacle mounted in a wall that connects a Subscriber's or User's television set or a Subscriber-owned or User-owned equipment to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for users.

ii) **Pay Cable or Premium Cable Services:** Programming delivered for a fee or charge to Subscribers on a per-channel basis or as a package of services, not including basic service and other regulated tiers.

jj) **PEG:** The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

kk) **PEG Access:** Means the right or ability of any City residents, organizations, schools, and/or governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

ll) **PEG Access Channels:** Any channel(s) made available by the Licensee for the presentation of PEG Access Programming.

mm) **PEG Programming:** Means programming produced for, by, or through PEG Access.

nn) **Person:** Means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, individual or group of individuals whether for-profit or not-for-profit, but shall not mean the Issuing Authority.

oo) **Prior License:** The Cable Television License in effect prior to the execution of this Renewal License, for the period **October 11, 2013 through October 10, 2023.**

pp) **Public Access Channel(s):** Any specific channel(s) on the Cable System made available by the Licensee, which has been allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming and/or information in accordance with 47 U.S.C. 531 and the terms hereof.

qq) **Public Ways:** The surface of, as well as the spaces above and below, any and all air rights, public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that are in the nature of streets and roads or any other easements or rights of way dedicated for compatible uses, and other publicly owned real ways within or belonging to the City now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose without applicable legally required permits, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

rr) **Renewal License:** The non-exclusive Cable Television License granted to the Licensee by this instrument.

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

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

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

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

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

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

yy) **User:** A Person utilizing the Cable Television System or the I-Net, including all PEG

related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

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

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

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

### **SECTION 2.1 – GRANT OF LICENSE**

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

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

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

### **SECTION 2.3 – APPLICABLE LAW**

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

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

The term of this non-exclusive Renewal License shall be for a period of **five (5) years** and shall

commence on **March 1, 2025**, following the expiration of the current license, and shall terminate at midnight on **February 28, 2030**.

#### **SECTION 2.5 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE**

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

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

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

#### **SECTION 2.6 – NON-EXCLUSIVITY OF LICENSE**

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

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and

conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested. Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License. The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

#### **SECTION 2.7 – POLICE AND REGULATORY POWERS**

By executing this License, Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce lawful general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to this License, not specific to Licensee, not specific to this Cable System or not specific to cable operators only. Licensee shall comply with all lawful applicable laws and ordinances enacted by the Issuing Authority pursuant to any such powers. Any substantial conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

#### **SECTION 2.8 – REMOVAL OR ABANDONMENT**

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

If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown. Notwithstanding the above, Franchisee shall not be required to remove, relocate or sell its Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

#### **SECTION 2.9 – PROCEEDINGS UPON EXPIRATION OR REVOCATION**

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

### **ARTICLE 3 – SYSTEM DESIGN, CONSTRUCTION AND OPERATION**

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

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

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

#### **SECTION 3.2 – SUBSCRIBER NETWORK**

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

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

(c) Upon and after the second anniversary of the Effective Date, upon written request of the Issuing Authority, Licensee and Issuing Authority shall meet to discuss technological developments

and customer service issues and changes affecting the Cable System to apprise the Issuing Authority of changes affecting the foregoing and to engage in discussions of possible Licensee changes regarding the same.

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

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

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

(a) Licensee shall provide, at no charge, **one (1) drop**, outlet and the Cable Service to public schools, including the Greater Lowell Technical High School and municipal buildings along its cable routes upon written request of the Issuing Authority. The Licensee shall provide a Cable Drop, Outlet and Basic Service along its cable routes to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority, subject to the FCC's 621 Order

as set forth herein and subject to the Issuing Authority reserving the right to discontinue such Cable Drop, Outlet and Basic Service to any or all such municipal and school buildings. If the Licensee intends to charge for the Cable Drop(s), Outlet(s) and Basic Service required herein, the parties shall adhere to the procedures and timelines in accordance with the FCC's 2019 Third Report and Order in the Matter of Implementation of Section 621 of the Cable Act.

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

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

(d) All future municipal buildings, including schools, along the cable routes shall receive, at no charge, one (1) standard installation as described in Section 3.3, one (1) residential cable system drop tied into the new building's internal wiring hub or wire closet (also known as main distribution frame). Upon written request of the City, Licensee shall meet with the City's designee to provide reasonable consultation on how the municipal building wiring may be designed to be compatible with such cable service transmission to and from the building hub/wire closet.

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

### **SECTION 3.5 – STANDBY POWER**

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

### **SECTION 3.6 – TREE TRIMMING**

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

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

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

### **SECTION 3.8 – PEDESTALS AND VAULTS**

In any cases in which vaults housing devices or pedestals are to be utilized, in the City Public Ways or within the City public layout, such equipment must be in accordance with applicable City Department, regulations or flush at ground level; provided, however, that Licensee may place devices,

including amplifiers and line extenders in a low-profile electronic control box, at City approved locations to be determined when Licensee applies for an underground permit, as may be authorized by the City subject to requirements of general applicability. In any event, Licensee will comply with City ordinances or by-laws and regulations of general applicability with respect to the foregoing.

### **SECTION 3.9 – PRIVATE PROPERTY**

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

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

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

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

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

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

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

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

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

**SECTION 3.13 – RESERVED**

**SECTION 3.14 – SERVICE INTERRUPTION; REBATES**

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

**SECTION 3.15 – CONSTRUCTION AND MAINTENANCE STANDARDS**

(a) The Licensee shall construct and operate a Cable System and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall therefore be in conformance with, among other things, the applicable provisions of the National and Massachusetts Electrical Codes, the National Electrical Safety Code, the

National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division and the FCC. Upon written request of the Issuing Authority, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the City.

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

#### **SECTION 3.16 – RIGHT OF INSPECTION**

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

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

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

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Communications System, the City shall have the right to do so at the sole cost and expense of Licensee, provided however that, wherever reasonably possible, the Issuing Authority shall give Licensee written notice and the ability to relocate wires, cable or other

equipment, with said notice not being subject to the formal notice requirements of Section 8.6. Licensee shall have the right to seek and be eligible for, where applicable, reimbursement under any applicable government program and/or insurance providing for reimbursement.

**SECTION 3.18 – EMERGENCY AUDIO ALERT**

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

## **ARTICLE 4 - RATES AND PROGRAMMING**

### **SECTION 4.1 – INITIAL RATES**

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

### **SECTION 4.2 – RATE REGULATION**

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

### **SECTION 4.3 – PROGRAMMING CATEGORIES**

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

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

### **SECTION 4.4 – PROGRAMMING TIERS**

(a) The initial programming and services offered by Licensee are listed in **Schedule 4.4**, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

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

**SECTION 4.5 – LEASED ACCESS**

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

**SECTION 4.6 – STEREO TV TRANSMISSIONS**

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

**SECTION 4.7 – CHANNEL LINEUP**

Licensee shall notify the Issuing Authority and subscribers, 30 days in advance, of each change in programming services in accordance with applicable law.

**SECTION 4.8 – REMOTE CONTROLS**

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

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

**SECTION 4.9 – EXTERNALIZATION OF CAPITAL COSTS**

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

**SECTION 4.10 – RESERVED**

**ARTICLE 5 – PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS AND INSTITUTIONAL NETWORK**

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

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

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

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

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

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

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

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

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

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

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

- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of Programming of interest to Subscribers and focusing on City issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public Access Channel, facilities and equipment as appropriate and necessary including development of and training in cable and related technologies useful to the City, Schools and general public.

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

(a) Licensee shall provide to the Issuing Authority, or its designee, for PEG Access purposes, payments equal to five percent (5%) of its Gross Annual Revenues, less applicable state assessments or license fees. Said payment shall be used for, among other things, salary, operating and other related expenses connected to PEG Access programming and operations. Said five percent (5%) PEG Access payment shall be made to the Issuing Authority, or its designee, on a semiannual basis in accordance with Schedule 5.3.

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

(c) Out of the 5% provided for in Section 5.3(a) above, Licensee shall continue to provide Access Corporation annual operating grants equal to two percent (2%) of its Gross Annual Revenues for the prior calendar 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 provided to the Issuing Authority and made payable to the Access Corporation for disposition for access purposes, payable on a semi-annual basis. Payments will be made in accordance with Schedule 5.3.

(d) Licensee shall provide origination capability to the Access Corporation Access Facility and shall provide the City with two (2) Public Access channels on the subscriber network. Such Access Facility will be located within reasonable proximity of the cable plant in Licensee's Service Area. In the event of a relocation of the Access Facility during the term of this Renewal License, the

Access Corporation shall be responsible for all new interconnection costs for providing origination capability and I-Net connectivity from any such new location required as a result of such relocation. Licensee shall designate one (1) or two (2) Downstream Channel(s), as deemed necessary by the Issuing Authority, on the Cable System for Public Access and Access Corporation use and shall provide one (1) or two (2) Upstream Channels for said channel(s), as deemed necessary by the Issuing Authority. Licensee shall also continue to provide equipment at the Access Facility capable of receiving and processing originations from any active I-Net location and routing them directly, or indirectly through the Access Facility's video switcher, to the Headend for further downstream distribution on the Subscriber network.

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

(a) Licensee shall make capital equipment and facilities payments to the Issuing Authority in the amount of .70% of its Gross Annual Revenues for the prior calendar year less license fees paid to the City and State pursuant to M.G.L. c. 166A Sec.9 for each year of the license with payment to be made on or before March 15<sup>th</sup> of each license year in accordance with Schedule 5.3.

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

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

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

(b) The Educational Access Channel may be used by the Lowell Public Schools for non-commercial educational and school-related programming. Such an Educational Access Channel shall be subject to such reasonable operating rules as the School Department may adopt. No such Educational Access Channel shall include campaign or paid political advertising. With respect to School Committee meeting coverage, the School Committee shall determine whether said cablecasting shall be on the educational or public access channels.

#### **SECTION 5.6 – RESERVED**

#### **SECTION 5.7 – MUNICIPAL ACCESS CHANNEL**

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

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

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

(a) Licensee shall continue to make payments to the Issuing Authority or such other municipal agency as designated by the Issuing Authority, to support municipal cable operations, including **three percent (3%) of its Gross Annual Revenues out of the 5%** provided for in Section 5.3(a) from the prior calendar year on a semiannual basis. Payments will be made in accordance with Schedule 5.3.

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

#### **SECTION 5.9 – SYSTEM DESIGN**

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

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

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

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

(a) Licensee shall exercise reasonable efforts to permit the Issuing Authority to use available insertion time as determined by Licensee on Licensee's commercial satellite programming networks

to publicize its activities and programs.

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

#### **SECTION 5.12 – MISCELLANEOUS ACCESS MATTERS**

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

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

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

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

(e) It is the intent of the parties that producers be on notice that neither the Licensee, the Issuing Authority, nor the Access Corporation assume editorial responsibility for local productions of

individual producers and therefore are not liable for the errors, if any, of such individual local access producers.

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

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

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

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

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

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

(c) Equipment purchased with funds specifically earmarked for school/student educational access shall be owned and maintained by the Lowell School Department. Equipment allocated to the community studio shall be owned and maintained by the Access Corporation. Equipment purchased with Capital Facilities Payments will be owned and maintained by the City, unless otherwise assigned. With respect to educational access, Licensee's technical staff shall continue to provide reasonable technical advice with respect to interconnection to the Cable System.

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

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

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

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

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

(3) Programming imported via this interconnect will not be considered locally

produced and as a result will not count toward meeting the substantially programmed criteria for the addition of an additional PEG Access Channel.

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

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

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

#### **SECTION 5.15 -- TRANSITION**

Licensee agrees to continue or not to remove, as applicable, any local production and I-Net equipment or facilities actually provided as of the expiration of the Prior License, except where such removal of equipment or facilities is necessary for technical or safety reasons, or is replaced by equipment with equivalent capability, or as otherwise consented to by the Issuing Authority. Notwithstanding any omission to expressly assign title or ownership of equipment to the Issuing Authority, if by any prior license or prior agreement title and ownership of any particular access

equipment or facilities has been or was required to be assigned to the Issuing Authority, the Lowell Public Schools or other municipal agency, nothing in this License shall rescind such assignment of title or ownership to the Issuing Authority, Lowell public schools or other municipal agency. This clause does not require replacement of anything in this License except as expressly provided in this License.

**SECTION 5.16 – RESERVED**

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) For the term of this Renewal License, the Licensee shall hold all rights and title to the I-Net but shall provide the City the exclusive right to use the I-Net free of charge, provided that the City 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 commercial purposes, or itself use the I-Net for the provision of services to non-governmental entities. The Licensee may utilize dark fiber strands contained within the fiber bundle designated for the I-Net's fiber strands, so long as a minimum of two (2) dark fiber

strands are reserved for use by the Issuing Authority within each said bundle. Licensee shall not multiplex a frequency over I-Net fiber strands which are in use by the Issuing Authority, or those that are reserved for the Issuing Authority, and that the use of any dark fiber strands in said bundle shall not interfere with the City's I-Net use. Licensee reserves its rights under the FCC's 621 Order.

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

(i) The I-Net shall be operated and maintained, at a minimum, in compliance with applicable FCC Technical Specifications. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the City or other User, the Licensee shall use its best efforts to resolve the technical problem as soon as possible or at least within twenty-four (24) hours of notification by the Issuing Authority or designee. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem, including the possibility of a performance test of the I-Net, if appropriate. In the event services cannot be restored within 5 calendar days, Licensee will work with the Issuing Authority to establish reasonably equivalent alternative connectivity services, until full services have been restored. Licensee reserves its rights under the FCC's 621 Order.

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

(k) Any User who causes interference or renders the I-Net system ineffective shall be notified and disconnected by the Licensee after prior consultation with the Issuing Authority and prior notice to any such user. Upon resolution of such issue, a disconnected user may be reinstated on the I-Net at the request of the Issuing Authority. If such interference effects a substantial part of the I-Net system and/or the Subscriber network, and the Licensee makes a good faith attempt to contact the Issuing Authority's representative, and is unable to do so, the disconnect may be

immediate with notification thereafter.

(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 a third party for commercial purposes.

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

## **ARTICLE 6 – SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

### **SECTION 6.1 – CUSTOMER SERVICE**

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

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

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

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

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

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

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

The Licensee shall maintain and operate its customer service call centers twenty-four (24)

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

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

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

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

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

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

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

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

(f) The Licensee shall ensure that there are stand-by-technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls, and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.

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

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

#### **SECTION 6.5 – MINIMUM SUBSCRIBER INFORMATION**

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

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

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

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

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

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

#### **SECTION 6.6 – PARENTAL CONTROL**

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

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

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

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

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

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

#### **SECTION 6.9 – BILLING DISPUTES**

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

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

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

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

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

**SECTION 6.11 – PRIVACY**

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

**SECTION 6.12 – POLLING BY CABLE**

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

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

Licensee or its agents or its employees shall not make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual subscriber except as required by law.

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

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

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

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

#### **SECTION 6.15 – MONITORING**

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

#### **SECTION 6.16 – EMPLOYEE IDENTIFICATION CARDS**

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

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

Licensee will employ service technicians and customer service representatives to meet its obligations under this License.

**SECTION 6.18 – NON-DISCRIMINATION**

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

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

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

## **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. In the event that any such proposed settlement includes the release of the City, and the City does not consent to the amount of any such settlement or compromise, the Licensee shall not settle the claim or action, but its obligation to indemnify the City shall in no event exceed the amount of such settlement.; and

3. the City shall cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.

#### **SECTION 7.3 – INSURANCE**

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

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00) Prior to any cancellation, Licensee shall provide the Issuing Authority with thirty (30) days' written notice.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Prior to any cancellation, Licensee shall provide the Issuing Authority with thirty (30) days' written notice.

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

#### **SECTION 7.4 – PERFORMANCE BOND**

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the City, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and reasonable approval by the City in the sum of One Hundred Thousand Dollars (\$100,000) during periods of any upgrade activity requiring construction. Prior to any such upgrade activity and when any Cable System upgrade is complete, the amount of the bond shall be reduced to the sum of Twenty-five Thousand Dollars (\$25,000). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the City for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order or permit of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable Communications System, the City shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the City as a result thereof, within thirty (30) days after a written request and pursuant to Section 9.1 for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the City that may have arisen from the grant of this License or from the exercise of any privilege therein

granted. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

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

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

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

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

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

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

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

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

**SECTION 7.8 – LICENSE FEE ENTITLEMENT**

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

**SECTION 7.9 – RESERVED**

**SECTION 7.10 – SUBSCRIBER AND USER COMPLAINTS**

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

**SECTION 7.11 – SUBSCRIBER COMPLAINT REPORT**

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 10.07. Licensee shall notify the Issuing Authority, on forms prescribed by the Division, of Complaints of subscribers received during the reporting period and the manner in which the Complaints have been met, including the time required to make any necessary repairs or adjustments. Should the Cable Division eliminate

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

#### **SECTION 7.12 – INDIVIDUAL COMPLAINT REPORTS**

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

#### **SECTION 7.13 – QUALITY OF SERVICE**

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

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

#### **SECTION 7.14 – SERVICE INTERRUPTION REPORT**

Licensee shall submit to the Issuing Authority, on a form prescribed by the Cable Division, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.11 (Subscriber and User Complaints) herein.

**SECTION 7.15 – FINANCIAL REPORTS**

(a) Pursuant to G.L.c. 166A, Section 8, the Licensee shall file annually with the Cable Division, on forms prescribed by the Division, a statement of its revenues and expenses for official use only. A financial balance sheet, and a certified statement of gross revenues, and a statement of ownership shall be filed with the Cable Division and Issuing Authority on forms required by the Division. Such statements and balance sheets shall be sworn to by the person preparing same or other statutorily authorized signatory of the Licensee.

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

**SECTION 7.16 – RESERVED**

**SECTION 7.17 – LINE EXTENSION REPORT**

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

**SECTION 7.18 – RESERVED**

**SECTION 7.19 – REVOCATION OF RENEWAL LICENSE**

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

**SECTION 7.20 – CABLE COORDINATOR**

The Issuing Authority may appoint a Cable Television Coordinator and delegate to said

Coordinator such functions as are lawful and customary.

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

**SECTION 8.6 – NOTICES**

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

City Manager, City of Lowell  
Lowell City Hall  
375 Merrimack Street  
Lowell, MA 01852

With copies sent to:

City Solicitor, City of Lowell  
Lowell City Hall, Law Department  
375 Merrimack Street  
Lowell, MA 01852

City Cable Coordinator, City of Lowell  
Lowell City Hall, MIS Department  
375 Merrimack Street, Room 2  
Lowell, MA 01852

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

Comcast Cable Communications, Inc.  
Attn: Government & Regulatory Affairs

222 New Park Dr  
Berlin, CT 06037

With copies sent to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
676 Island Pond Road  
Manchester, NH 03109

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

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

**SECTION 8.7 – RESERVED**

**SECTION 8.8 – RESERVED**

**SECTION 8.9 – RESERVED**

**SECTION 8.10 – JURISDICTION**

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

**SECTION 8.11 – INCORPORATION BY REFERENCE**

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

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine 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 or overnight 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:

- (1) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (2) assess liquidated damages in accordance with the schedule set forth in Section 9.2 below;
- (3) commence an action at law for monetary damages;
- (4) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (5) declare the Renewal License to be revoked subject to Section 7.19 above and applicable law;
- (6) invoke any other lawful remedy available to the City.

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

#### **SECTION 9.2 – LIQUIDATED DAMAGES**

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

- (1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Eight Hundred Dollars (\$800.00) per day, for each day that any such non-compliance continues.
- (2) For failure to fully activate, operate and maintain the Institutional Network in accordance with Section 5.17 herein, Eight Hundred Dollars (\$800.00) per day, per I-Net site, for each day that any such non-compliance continues, not to exceed more than 50% of the total number of I-Net sites multiplied by Eight Hundred Dollars (\$800.00) per day, not to exceed 5 days in the calendar year.
- (3) For failure to obtain the advance, written approval of the issuing Authority for any transfer of the Renewal License in accordance with Section 2.5 herein, Eight Hundred Dollars (\$800.00) per day, for each day that any such non-compliance continues.
- (4) For failure to comply with the PEG Access Programming and equipment provisions in accordance with the timelines in Article 5 herein, other than those financial payment obligations for which interest penalties may be charged, Seven Hundred and Fifty Dollars (\$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. Notwithstanding the above, Licensee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

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

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

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

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

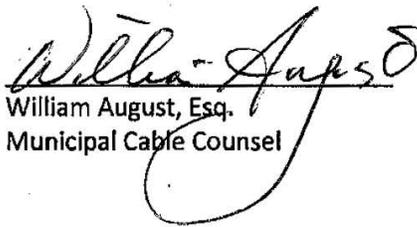
**SIGNATURE PAGE**

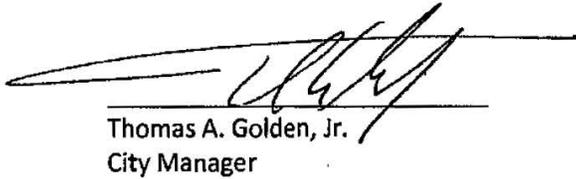
This License is effective and its term shall commence **March 1, 2025** at 12:01 A.M.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 4<sup>th</sup> DAY OF April 2025.

Approved as to form:  
By:

**CITY OF LOWELL**  
By:

  
William August, Esq.  
Municipal Cable Counsel

  
Thomas A. Golden, Jr.  
City Manager

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

  
Carolyne Hannan, Regional Senior Vice President  
New England Region

**TABLE OF SCHEDULES/EXHIBITS**

Schedule 4.1	Rates as of Effective Date
Schedule 4.3	Broad Categories of Programming
Schedule 4.4	Channel Line-Up as of Effective Date
Schedule 4.5	Current Leased Access Policy
Schedule S.1	Lowell I-Net Locations
Schedule 5.3	Payment Schedule
Schedule 6.2	Customer Service Obligations
Schedule 6.7	Billing and Termination Regulations
Schedule 7.11	Schedule 7.11 – Cable Division Form 500

Schedule 4.1 – Rates as of Effective Date

Services and Pricing Effective October 24, 2024 1-800-xfinity | xfinity.com



Lowell, MA

**XFINITY TV<sup>1</sup>**

**XFINITY TV SERVICES<sup>2</sup>**

<b>Limited Basic<sup>3A</sup></b>	\$14.00
<b>Choice TV Select<sup>3B</sup></b> Includes Limited Basic, Streamix, 20 hour DVR Service, HD Programming, Streaming to 2 devices, and Broadcast TV Fee - with TV Box (Flex upgrade)	\$43.50 \$53.50
<b>Popular TV<sup>3</sup></b> Includes Limited Basic, Sports & News, Kids & Family, Entertainment, Streamix, HD Programming, and 20 hour DVR Service	\$78.00
<b>Choice TV</b> Includes Limited Basic, Streamix, HD Programming, and 20 hour DVR Service	\$35.00
<b>Ultimate TV</b> Includes Popular TV and Ultimate TV Tier	\$90.00
<b>Genre Packs<sup>4</sup></b>	
<b>Kids &amp; Family</b> Includes 10 kid- and family-friendly channels including Disney Channel, Nickelodeon, Hailmark, and TLC	\$10.00
<b>Entertainment</b> Includes over 20 entertainment channels including A&E, AMC, Lifetime, Food Network, FX, TNT, Discovery, Animal Planet, DWN, USA, and HGTV	\$17.00
<b>Sports &amp; News</b> Includes 18 sports and news channels including CNBC, CNN, ESPN, Golf, MSNBC, and Weather Channel	\$33.00
<b>More Sports &amp; Entertainment<sup>5</sup></b> Includes over 10 sports and entertainment channels including NFL RedZone, and CBS Sports Network	\$9.95
<b>Xfinity TV Latin<sup>6</sup></b> Includes up to 40 Spanish language channels including GaleVision, Cine Latino, Discovery en Español, Vendo Movies, and VME Kids	\$10.00
<b>Ultimate TV Tier<sup>1</sup></b> Over 55 channels including Africa Channel, Disney Jr., MLB Network, Nat Geo Wild, Paramount, and Smithsonian	\$28.00
<b>Deportes<sup>7</sup></b> Includes over 5 Spanish language channels including ESPN Deportes, Fox Deportes, and Universo	\$5.00
<b>HBO<sup>8</sup></b> Includes access to HBO Channels and HBO On Demand	\$16.99
<b>Max<sup>9</sup></b> Includes access to the Max app, HBO Channels and HBO On Demand	\$16.99
<b>Paramount+ with SHOWTIME<sup>10</sup></b> Includes access to SHOWTIME Channels and Paramount+ with SHOWTIME On Demand	\$12.00
<b>Starz<sup>11</sup></b>	\$11.99
<b>Cinemax<sup>12</sup></b>	\$12.00
<b>The Movie Channel<sup>13</sup></b>	\$12.00
<b>MGM+ (Effective 11/4)<sup>14</sup></b>	\$6.99
<b>Playboy<sup>15</sup></b>	\$45.00
<b>Hustler<sup>16</sup></b>	\$18.99
<b>Juicy<sup>17</sup></b>	\$18.99
<b>Penthouse<sup>18</sup></b>	\$18.99
<b>TEN<sup>19</sup></b>	\$18.99
<b>Vivid<sup>20</sup></b>	\$18.99
<b>XTSY<sup>21</sup></b>	\$18.99
<b>Xfinity StreamSaver<sup>22</sup></b> Includes Netflix Standard with ads, Apple TV+, and Peacock Premium	\$45.00
<b>Max, MGM+, and DVR<sup>23</sup></b> Includes Max, MGM+, and 160 hour DVR Service	\$34.99
<b>Franchise Costs<sup>11</sup></b>	\$0.20
<b>DVR Service<sup>24</sup></b> (150 hours)	\$10.00
<b>Premium DVR Service<sup>25</sup></b> (300 hours)	\$20.00
<b>Additional DVR Service<sup>26</sup></b> (150 hours)	\$10.00
<b>HD Technology Fee<sup>13</sup></b>	\$9.95
<b>Service to Additional TV with TV Adapter<sup>14</sup></b>	\$10.00

**XFINITY TV SERVICE FEES**

<b>Broadcast TV Fee<sup>14</sup></b>	\$31.40
<b>Regional Sports Fee<sup>15</sup></b>	\$14.95

**INTERNATIONAL SELECTIONS<sup>17</sup>**

<b>ARI: Arabic</b>	\$9.99
<b>TV Globo: Brazilian</b>	\$19.99
<b>Brazilian 2 Pack</b> Includes TV Globo and SportTV	\$24.99
<b>Brazilian 3 Pack</b> Includes TV Globo, SportTV, and Record TV	\$29.99
<b>Mandarin 2 Pack</b> Includes Phoenix Info News and Phoenix North America	\$6.99
<b>Mandarin 4 Pack</b> Includes CTV Zhang Jian, CCTV4, Phoenix Info News, and Phoenix North America	\$19.99
<b>Filipino 2 Pack</b> Includes GMA Pinoy w/ GMA Video On Demand and GMA Life	\$14.99
<b>Filipino 3 Pack</b> Includes GMA Pinoy w/ GMA Video On Demand, GMA Life, and TFC	\$22.99
<b>TV5MONDO: French With Chans On Demand</b>	\$9.99
<b>Antenna: Greek</b>	\$14.99
<b>The Israeli Network</b>	\$18.99
<b>Rai Italia: Italian</b>	\$9.99
<b>Italian 2 Pack</b> Includes Rai Italia and Mediaset	\$14.99
<b>SIC: Portuguese</b>	\$9.99
<b>Portuguese 2 Pack</b> Includes RTP1 and SIC	\$14.99
<b>Russians: Impact TV</b>	\$6.99
<b>Russian: TV1000 Kino</b>	\$9.99
<b>Russian: RTN</b>	\$14.99
<b>Russian: RTVI</b>	\$14.99
<b>Russian 2 Pack</b> Includes RTN and TV1000 Kino	\$19.99
<b>Russian 3 Pack</b> Includes RTN, RTVI and TV1000 Kino	\$24.99
<b>Willow: Cricket Add-on</b> With any International package	\$6.99
<b>Willow: Cricket</b>	\$14.99
<b>Zee TV: Hindi</b>	\$14.99
<b>Hindi 2 Pack</b> Includes Zee TV and SET	\$24.99
<b>Hindi Pack</b> Includes Zee TV, SET, and TV Aar	\$26.99
<b>Hindi Plus Pack</b> Includes Zee TV, SET, TV Asia, and Willow	\$32.99
<b>SBTN: Vietnamese</b>	\$14.99
<b>TVB Jade: Cantonese</b>	\$10.99
<b>Record TV: Brazilian</b>	\$14.99
<b>ABP News: Hindi</b>	\$7.99
<b>TFC: Filipino</b>	\$11.99

**PAY-PER-VIEW AND ON DEMAND SUBSCRIPTION SERVICES**

<b>Pay-Per-View and On Demand Movies and Events<sup>18A</sup></b> (per title or event) Prices Vary	
<b>A&amp;E Crime Central On Demand<sup>18B</sup></b>	\$4.99
<b>Acorn TV On Demand<sup>19</sup></b>	\$7.99
<b>Air 2 Air On Demand<sup>20</sup></b>	\$4.99
<b>ALLBLK On Demand<sup>21</sup></b>	\$5.99
<b>All Nations Network On Demand<sup>22</sup></b>	\$4.99
<b>AMC+ On Demand<sup>23</sup></b>	\$6.99
<b>Anime Network On Demand<sup>24</sup></b>	\$6.99
<b>AsianCrush On Demand<sup>25</sup></b>	\$4.99
<b>Black&amp;SexyTV On Demand<sup>26</sup></b>	\$4.99
<b>aspireTV+ On Demand<sup>27</sup></b>	\$4.99
<b>BFI Player Classics On Demand<sup>28</sup></b>	\$5.99
<b>Brown Sugar On Demand<sup>29</sup></b>	\$3.99

Refer to the last page for additional information. For information about Xfinity policies and terms of service, go to [xfinity.com/policies](http://xfinity.com/policies).

Cable Television Franchise Renewal License for the City of Lowell, MA  
Term: 03/01/2025 - 02/28/2030 (5 Yrs.)

ZenLIFE by Stingray On Demand <sup>20</sup>	\$5.99	MHz Choice On Demand <sup>20</sup>	\$7.99
CineFest On Demand <sup>24</sup>	\$4.99	Minuteme On Demand <sup>20</sup>	\$1.99
Cinemas On Demand <sup>20</sup>	\$2.99	Music Choice Karaoke On Demand <sup>20</sup>	\$7.99
Carnegie Hall+ On Demand <sup>23</sup>	\$7.99	Music Choice Holiday On Demand <sup>20</sup>	\$3.99
Catholic Stream On Demand <sup>24</sup>	\$10.99	Music Choice Relax On Demand <sup>20</sup>	\$6.99
Cohen Media Channel On Demand <sup>24</sup>	\$4.99	MyOutdoorTV On Demand <sup>23</sup>	\$9.99
Midnight Pulp On Demand <sup>23</sup>	\$5.99	Curiosity University On Demand <sup>20</sup>	\$7.99
Conspiracy TV On Demand <sup>20</sup>	\$4.99	Music Choice Lo-Fi On Demand <sup>20</sup>	\$6.99
Craftsy On Demand <sup>20</sup>	\$7.99	Outside TV Features On Demand <sup>23</sup>	\$4.99
CultFlux On Demand <sup>20</sup>	\$4.99	QUTV On Demand (Effective 11/1) <sup>20</sup>	\$5.99
Curious World On Demand <sup>20</sup>	\$3.99	Passionfix On Demand <sup>22</sup>	\$5.99
CuriosityStream On Demand <sup>14</sup>	\$4.99	PlayKids On Demand <sup>20</sup>	\$6.99
Da Vinci Kids On Demand <sup>23</sup>	\$7.99	PREMO On Demand <sup>20</sup>	\$5.99
Daily Burn On Demand <sup>24</sup>	\$14.99	Pro Guitar Lessons On Demand <sup>23</sup>	\$4.99
Dekkoo On Demand <sup>20</sup>	\$8.99	Quest TV On Demand <sup>24</sup>	\$9.99
Disney Story Central On Demand <sup>24</sup>	\$4.99	The Reading Corner On Demand <sup>20</sup>	\$3.99
DJAZZ On Demand <sup>24</sup>	\$8.99	Real Vision On Demand <sup>20</sup>	\$14.99
Docurama On Demand <sup>22</sup>	\$4.99	Revy On Demand <sup>20</sup>	\$6.99
DOGE TV On Demand <sup>16</sup>	\$4.99	Screambox On Demand <sup>20</sup>	\$6.99
Dove Channel On Demand <sup>24</sup>	\$4.99	Sport Now Insight On Demand <sup>20</sup>	\$4.99
Echoboom Sports On Demand <sup>20</sup>	\$5.99	Ryan and Friends Plus On Demand <sup>24</sup>	\$3.99
Fandor On Demand <sup>20</sup>	\$3.99	Skillshare On Demand <sup>22</sup>	\$6.99
Fearless On Demand <sup>20</sup>	\$7.99	Stingray Classica On Demand <sup>14</sup>	\$6.99
Filipino On Demand <sup>20</sup>	\$7.99	Stingray Karaoke On Demand <sup>20</sup>	\$6.99
Filipino On Demand <sup>20</sup> (with a Filipino international selection)	\$5.99	RetroCrush On Demand <sup>21</sup>	\$3.99
FitFusion On Demand <sup>14</sup>	\$8.99	Stingray Qello On Demand <sup>20</sup>	\$7.99
FixFlng On Demand <sup>24</sup>	\$7.99	Streamfix <sup>22</sup>	\$4.99
Fox Nation On Demand <sup>14</sup>	\$7.99	Sweat Factor On Demand <sup>16</sup>	\$4.99
Gala On Demand <sup>14</sup>	\$13.99	True Royalty On Demand <sup>24</sup>	\$6.99
FixLatino On Demand <sup>24</sup>	\$3.99	TumbleBooks TV On Demand <sup>16</sup>	\$4.99
Gaiam TV Fit & Yoga On Demand <sup>14</sup>	\$7.99	UP Faith and Family On Demand <sup>14</sup>	\$5.99
Fun And Moving On Demand <sup>20</sup>	\$8.99	Vidplay On Demand <sup>20</sup>	\$5.99
France Channel On Demand <sup>24</sup>	\$7.99	Walter Presents On Demand <sup>24</sup>	\$6.99
GartherTV+ On Demand <sup>20</sup>	\$1.00	WRAM On Demand <sup>20</sup>	\$2.99
Groovies Movies On Demand <sup>23</sup>	\$4.99	TheSurfNetwork Classics On Demand <sup>16</sup>	\$5.99
Great American Living On Demand <sup>24</sup>	\$4.99	UK Stand-Up Comedy On Demand <sup>20</sup>	\$4.99
Fuel TV+ On Demand <sup>24</sup>	\$4.99	WildBrain On Demand <sup>20</sup>	\$5.99
The Great Courses Signature On Demand <sup>20</sup>	\$7.99	Yippee Kids TV On Demand <sup>20</sup>	\$7.99
Grokker Yoga Fitness On Demand <sup>16</sup>	\$6.99	ZooMoo On Demand <sup>20</sup>	\$2.99
Halmark+ On Demand <sup>22</sup>	\$7.99	Too Much for TV On Demand <sup>14</sup>	\$14.99
heret TV On Demand <sup>14</sup>	\$7.99	Arouse On Demand <sup>14,22</sup>	\$10.99
HISTORY Vault On Demand <sup>14</sup>	\$5.99	Buzz TV On Demand <sup>14,22</sup>	\$10.99
Hix <sup>14,22</sup>	\$12.00	Evil Angel On Demand <sup>14,22</sup>	\$10.99
The Great Courses Living On Demand <sup>22</sup>	\$7.99	Falcon On Demand <sup>14,22</sup>	\$10.99
HI-YAH! On Demand <sup>20</sup>	\$2.99	Girlfriends Films On Demand <sup>14,22</sup>	\$10.99
Hopster On Demand <sup>20</sup>	\$5.99	Homegrown Amateur On Demand <sup>14,22</sup>	\$10.99
TNA Wrestling Channel On Demand <sup>20</sup>	\$7.99	Mature Lust On Demand <sup>14,22</sup>	\$10.99
InSightTV On Demand <sup>14</sup>	\$4.99	Urban Fantasy On Demand <sup>14,22</sup>	\$10.99
The Jewish Channel On Demand <sup>14</sup>	\$8.99	Vixen On Demand <sup>14,22</sup>	\$10.99
Kidstream Karaoke On Demand <sup>23</sup>	\$4.99	Wicked On Demand <sup>14,22</sup>	\$10.99
Kids Bop+ On Demand <sup>20</sup>	\$4.99	Zero Tolerance On Demand <sup>14,22</sup>	\$10.99
Kino Film Collection On Demand (Effective 10/31) <sup>20</sup>	\$5.99		
Kucowa On Demand <sup>20</sup>	\$6.99	<b>SPORTS PACKAGES<sup>24</sup></b>	
kwelTV On Demand <sup>24</sup>	\$5.99	MLB Extra Innings	Call 1-800-XFINITY for pricing
Lifetime Movie Club On Demand <sup>14</sup>	\$4.99	NHL Center Ice	Call 1-800-XFINITY for pricing
Lion Mountain TV On Demand <sup>24</sup>	\$3.99	NBA League Pass	Call 1-800-XFINITY for pricing
MageManTV On Demand <sup>24</sup>	\$4.99		
Marquee TV On Demand <sup>24</sup>	\$9.99		

UND200421

**Cable Television Franchise Renewal License for the City of Lowell, MA**  
 Term: 03/01/2025 - 02/28/2030 (5 Yrs.)

<b>XFINITY INTERNET<sup>1,25</sup></b>	
Connect	\$60.00
Connect More	\$93.00
Fast	\$105.00
Superfast	\$150.00
Gigabit	\$175.00
Gigabit Extra	\$120.00
Gigabit x10 <sup>24,27</sup>	\$300.00

<b>XFINITY HOME</b>	
Self Protection <sup>24</sup>	\$10.00
Pro Protection Plus <sup>24</sup>	\$65.00

<b>XFINITY VOICE<sup>30</sup></b>	
Xfinity Voice Premier includes Unlimited International Calling to 91+ countries	\$40.00
Additional Line with Features	\$10.00

<b>XFINITY DISCOUNTS<sup>31</sup></b>	
2 Product Discount	\$20.00
3 Product Discount	\$40.00
4 Product Discount	\$60.00
Autopay and Paperless Billing Discount (Credit or Debit Card) <sup>49</sup>	\$5.00
Autopay and Paperless Billing Discount (Bank Account) <sup>49</sup>	\$10.00

<b>XFINITY EQUIPMENT</b>	
TV Box <sup>22</sup>	\$20.00
TV Box + Remote <sup>22</sup>	\$30.00
TV Adapter (Limited Basic — Primary TV)	\$0.00
TV Adapter (Limited Basic — 1st and 2nd Additional TVs)	\$0.00
TV Adapter (Limited Basic — 3rd Additional TV and above)	\$0.50
Modem Rental	\$15.00
Unreturned or Damaged Equipment Fees <sup>24</sup> (per piece, per occurrence)	Replacement Cost

<b>INSTALLATION AND REACTIVATION</b>	
<b>(PER OCCURRENCE UNLESS NOTED)</b>	
Professional Installation <sup>24,28</sup>	\$100.00
Self Installation Plus <sup>27</sup>	\$39.99
In-Home Service Visit <sup>28</sup>	\$100.00
Gigabit x10 Installation <sup>28</sup>	up to \$500.00
Xfinity Home Installation <sup>28</sup>	\$100.00
Reactivation — TV, Internet, Voice and/or Home Security <sup>28</sup>	\$22.00

<b>MISCELLANEOUS</b>	
<b>(PER OCCURRENCE UNLESS NOTED)</b>	
Returned Payment Item (each)	\$25.00
Late Fee	5% of overdue balance
Agent Assisted Payment For payment made by phone with a Customer Care Representative	\$5.99

UN0030421

Getting Started Kit Shipping and Handling	\$15.00
Getting Started Kit Shipping and Handling (Priority Shipping)	\$29.95
Accessory Shipping and Handling	\$5.95

- Certain services available separately or as a part of other levels of service. Xfinity TV services on a television require a TV Box, TV Adapter, or compatible customer owned device with Xfinity internet. Many services are 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 purchase. Prices shown do not include applicable taxes, postage fees, FCC fees, Regulatory Cost Recovery, Public Access fees, other state or local fees or other applicable charges (e.g. pay-per-view charges). Prices, services and features are subject to change. If your Xfinity TV service includes a TV Box and you are using a compatible customer owned device, please call 1-800-4MYXfinity for pricing information or visit [xfinity.com/equipmentpolicy](http://xfinity.com/equipmentpolicy). © 2024 Comcast. All rights reserved.
- Requires Limited Basic, X1 TV Box with Xfinity internet.
- Requires TV Box, TV Adapter, or compatible customer owned device with Xfinity internet service. Limited Basic does not qualify for Multi Product Discount or Autopay and Paperless Billing discount.
- For Limited Basic, Choice TV and Choice TV Select services a discount of 10% of Limited Basic fee of service (including discount on broadcast TV fee and franchise costs) available to qualifying customers. Age and income restrictions apply. Call 1-800-4MYXfinity for more information.
- Requires Xfinity TV Box, or compatible customer owned device with Xfinity internet service. Up to 20 feature film services available with either X1 TV Box with Xfinity internet service or compatible customer owned device with Xfinity internet service.
- Requires Choice TV or Choice TV Select.
- Requires Popular TV.
- Requires Limited Basic.
- Requires Limited Basic, HD Technology Fee and TV Box, or compatible customer owned device with Xfinity internet.
- Requires Popular TV.
- Franchise Costs are costs associated with providing public, educational and/or government access facilities and equipment under other related costs in your community.
- Requires Popular TV and TV Box or compatible customer owned device.
- Requires Xfinity TV Select, Home Stream 4 Entertainment, Choice TV or Choice TV Select with Entertainment, Age & Family or Sports 4 Issues, or Popular TV or Xfinity Channel or Xfinity TV Box or compatible customer owned equipment.
- Requires Premium On Demand Service.
- Not valid for HD programming if HD programming is not included with service except for Limited Basic any customer.
- Includes TV Adapter and remote. Digital service for an additional TV compared to digital service fee in primary device. Does not include access to On Demand content, premium channels or channels numbers above 1000 unless otherwise noted on the channel lineup. Not available to customers with Limited Basic or any.
- Requires Limited Basic, X1 TV Box with Xfinity internet.
- 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 Limited Basic and Xfinity internet.
- Requires Limited Basic with X1 TV Box and Xfinity internet service.
- Requires Limited Basic TV service and a compatible Xfinity TV Box or customer owned device.
- Requires Limited Basic and a TV Box, or compatible customer owned device to receive Streamity on television.
- One month minimum purchase required. Not available in all areas.
- Requires Limited Basic, HD Technology Fee, X1 TV Box, or compatible customer owned device with Xfinity internet. Sports packages not automatically renew at the start of each season at the seasons end season duty and rate provided Comcast will cancel the renewal. Subscription will automatically be billed at 4 total payments. Call 1-800-4MYXfinity to cancel subscription within 30 days of first charge to bill. Charges are non-refundable after 30 days of first charge to bill. Other restrictions may apply. Customers enrolled in the auto-renewal program monthly in another Comcast serviceable address and currently service with Comcast TV or other service, will remain enrolled in the auto-renewal program.
- Compatible modems required. For more information regarding Xfinity internet go to [xfinity.com/internet-service](http://xfinity.com/internet-service).
- May require additional installation fees.
- Requires two year contract. Monthly rental of modem and compatible modem router additional. Professional installation fees additional. Capital HD does not qualify for Comcast 30 day money back guarantee. Max Product Discount or Autopay and Paperless Billing Discount.
- Equipment required at an additional cost. For additional information go to [xfinity.com/home-security](http://xfinity.com/home-security).
- Includes 24/7 Video Recording for up to 6 cameras. Equipment required at an additional cost. For more information on 24/7 Video Recording go to [xfinity.com/video-recording](http://xfinity.com/video-recording).
- May use compatible modem. For more information regarding Xfinity Video go to [xfinity.com/video-recording](http://xfinity.com/video-recording).
- Multi Product Discount and Autopay and Paperless Billing Discount do not apply to certain Xfinity TV, Xfinity internet, and Xfinity home services including but not limited to Limited Basic, Choice TV Select, Ultimate TV Select, Channel Essentials, Equipment and Self Protection, and services purchased under a bulk service agreement.
- Channel lineup for additional televisions with TV Box, TV Adapter, or compatible customer owned device will be the same as primary television, except a TV Adapter will not receive movie channels, Pay Per View, Video On Demand content or interactive program guide.
- Channel lineup for additional televisions with TV Box, TV Adapter, or compatible customer owned device will be the same as primary television, except for TV Adapter will not receive movie channels, Pay Per View, Video On Demand content or interactive program guide.
- Call 1-800-4MYXfinity for questions regarding equipment, replacement charges.
- Includes standard installation of Xfinity TV, Xfinity internet under Xfinity Home and installation of additional outlets and in-home networking set up if requested at time home is placed. Does not include installations of Xfinity Home or Xfinity internet.
- Standard installation includes installation of service line up to 125 feet from existing Comcast plant for the primary customer only. Comcast does not perform custom installations including installations which require to install wiring, lifting or extensive drop ceiling, disassembly of crown spaces.

Cable Television Franchise Renewal License for the City of Lowell, MA  
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- Includes delivery of up to a total of four (4) Cable Boxes for Xfinity TV, Xfinity Internet, or Xfinity Home and a limited (30-day) trial. Requires prior successful service activation for Xfinity TV, except for those of service providers within last 2 years. Does not include installation or replacement of cables or in-home wiring, equipment installation, setup or troubleshooting, or installation of Xfinity Home, Xfinity Connect, Xfinity Internet, or FiTV.
- Applies to installation, relocation, and activation of additional outlets by user as separate downgrades of service after initial installation of service and in-home wiring. Does not cover installation of in-home wiring for Xfinity Home.
- Applies to Xfinity Connect, Xfinity Internet, Xfinity Home, and Xfinity Streaming TV Box. Available for ordering through the Xfinity Ordering Box only. Not eligible for Xfinity Product Accounts.
- Fee fee applies to activation of Xfinity services listed, regardless of the number of services being reactivated. No in-home service visit required.
- Requires Limited Basic. Does not include access to the Paramount+ app.
- Autopay and Paperless Billing Account requires enrollment in both automatic payment and paperless billing.
- Applies to Xfinity TV with Limited Basic or Higher or Xfinity OnDemand.
- Applies to Limited Basic and services that require Limited Basic.
- Applies to Popular TV, Ultimate TV, Sports & News, More Sports & Entertainment, and Xfinity TV App.

**Xfinity Home License Numbers:**

AL: 091406, 091504; AR: 12-032; AZ: AOC 280516, ITH 10226; CA: CSLG 944291, 2027710; CT: HCC 0189756; CO: DE: 141-0750; FL: 0203; GA: 11120; HI: HAWAIIAN; IA: 1170001007; IL: 110001000; IN: 110001000; KS: 110001000; KY: 110001000; LA: 110001000; MA: 110001000; MD: 110001000; ME: 110001000; MI: 110001000; MN: 110001000; MO: 110001000; MS: 110001000; MT: 110001000; NC: 110001000; ND: 110001000; NE: 110001000; NH: 110001000; NJ: 110001000; NM: 110001000; NV: 110001000; NY: 110001000; OH: 110001000; OK: 110001000; OR: 110001000; PA: 110001000; RI: 110001000; SC: 110001000; SD: 110001000; TN: 110001000; TX: 110001000; UT: 110001000; VA: 110001000; VT: 110001000; WA: 110001000; WI: 110001000; WY: 110001000

**MS: 15018010**

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87751000, 2020

UND020471

**Schedule 4.3 – Broad Categories of Programming**

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

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

**Channel Lineup** Effective October 24, 2024 1-800-xfinity | xfinity.com



**Beverly / Lowell**

Billerica, Boxford, Chelmsford, Danvers, Dracut, Hamilton, Lowell, Marblehead, Middleton, Tewksbury, Topsfield, Tyngsborough & Wrentham, MA

<b>LIMITED BASIC</b>	906,1015 IBSN HD	35 USA Network	1437 Comedy TV HD <sup>2</sup>	1684 Jewish Broadcasting Service HD <sup>2</sup>
2 WGBH (PBS)	1032 Jewelry TV HD <sup>2</sup>	35 Lifetime	1446 Justice Central TV HD <sup>2</sup>	
3 HSN	1058 WOPX HD	37 A&E	1461 Great American Family HD <sup>2</sup>	<b>ULTIMATE TV</b>
4 WBEZ (CBS)	1070-1071 Local Access	38 Discovery	1483 Recipe TV HD <sup>2</sup>	55 Paramount Network
5 WCVB (ABC)	1072 Local Access HD	53 E! News	1023 AFRO HD <sup>2</sup>	60 Cartoon Network
6,8,22,26 Local Access	1073 Local Access HD <sup>2</sup>	54 Food Network	1624 Cleo HD <sup>2</sup>	137 SEC Network (Rational)
7 WFHD	1075-1076 Local Access	58 AMC	1627 ASPRE HD <sup>2</sup>	176 Ovalton
9 WMUR (ABC)	1004-1009 Leased Access	61 Comedy Central	1636 Cr@TV HD <sup>2</sup>	182 POP
10 WBTS (NBC)	1128 C-SPAN HD <sup>2</sup>	62 Syfy	1637 Revolt HD <sup>2</sup>	183 BBC News
11 WSBE (PBS)	1129 C-SPAN2 HD <sup>2</sup>	63 Animal Planet	3131 Crossings TV HD <sup>2</sup>	181,1709 BabyFirst Americas
12 WMAI (CW)	1146 W321 World (PBS)	64 TV Land	3814 Events 4K (High-Fidelity) <sup>2</sup>	193 Smithsonian Channel
13 WFXT (FOX)	1147 WGBX Kids (PBS)	66 History		195,1695 Jewish Life Television (LITV)
14 WSBK (MyNetwork)	1148 WGBX Create (PBS)	67 Travel Channel	<b>SPORTS &amp; NEWS</b>	198 RaceChannel
15 WOPX (FOX)	1150 WSBE Learn (PBS)	68 BET	(INCLUDED WITH POPULAR TV)	201 Sundance TV East
16 WGBX (PBS)	1165 WBZ Start TV	183 Cleo	40 MSNBC	211 Hallmark Family <sup>2</sup>
17,3487 WMUR (Univision)	1166 WBZ Dabl	109 Hallmark Mystery	41 FOX News Channel	212 IFC
18,1050 WJVE (IND)	1171 WBTS-CoziTV	214 TV One	42 CNN	220 Nicktoons
19,3484 WNEU (Telemundo)	1172 WBTS-LX	215 WE tv	43 FILM	221 Discovery Family Channel
20 WMFP (IND)	1174 WMUH ThisTV	216 Oxygen	45 Bloomberg TV	222 Disney XD
21,3488 WUFL (Univision)	1177 WMAI Buzz	226 OWN (Oprah Winfrey Network)	46 CNBC	223 Nick Jr.
23,1657 Daystar	1180 WCVB (MeTV)	241 BBC America	47 The Weather Channel	224 TeenNick
24 WNDP (IND)	1181 WCVB Story	252 Investigation Discovery	49 ESPN	227 Science
25 QVC	1189 WMUR (MeTV)	256 FOX	50 ESPN2	228 Nick 2
44 C-SPAN	1186 WFXT CometTV	267 GSN	51 NESN	230 Discovery Life
48 NECN	1187 WFXT Lati TV	270 LNN	52 NBC Sports Boston	232 Nat Geo WLD
56 EWTN	1192,3320 WNEU Telemundo	279 Great American Family	60 Golf Channel	233 Destination America
57,183,1067 Jewelry TV	1195,3315 WUFL LATV	784,1488 Travel Channel HD	64 NESN-	236,1682 The Impact Network
58 WOPX	1550-1559 Music Choice	789,1456 LNN HD	85,1256 NBC Sports Boston Overflow	239 Cooking Channel
86 QVC2 <sup>1</sup>	1681 TEN HD <sup>1</sup>	700,1450 Hallmark Mystery HD	124 NewsNation	240 Magnolia Network
87 QVC3 <sup>1</sup>	1688 EWTN HD <sup>2</sup>	704,1463 Bravo HD	139 ACC Network	242 VICE
88,1049 HSN2		709,1428 WE tv HD	249 G-SPAN3	243 Iyi
02 RESERVED FOR VIDEO	<b>KIDS &amp; FAMILY</b>	823,1449 Discovery HD	250 FOX Sports 1	244 Disney Jr.
04,3217 RTP (Portuguese)	(INCLUDED WITH POPULAR TV)	820,1612 MTV Live HD	254 FOX Sports 2	248 ESPNews
190 Leased Access	28 MTV	820,1607 VH1 HD	266 Tennis Channel	253 American Horrors Channel
229 I!IN	38 TLC	830,1409 FX HD	284 FOX Business Network	255,1236 Outdoor Channel
247 C-SPAN2	70 Disney Channel	831,1404 TBS HD	789,1123 FOX Business Network HD	257 NBA TV
02 RESERVED FOR VIDEO	71 Nickelodeon	832,1492 HGTV HD	795,1121 CNBC HD	259 NFL Network
501-550 Music Choice	72 Freeform	833,1404 TNT HD	838,1224 Tennis Channel HD	260,1246 FanDuel TV
787,1037 QVC2 HD <sup>2</sup>	73 Hallmark Channel	834,1466 E! HD	839,1243 MotorTrend Network	261 CBS Sports Network
801,1044 WGBX HD (PBS)	210 National Geographic Channel	835,1403 USA Network HD		262 MLB Network
802,1002 WGBH HD (PBS)	218 Universal Kids	836,1455 Lifetime HD		263 ESPN
803,1068 WSPX HD (ION)	235 UP	837,1402 A&E HD		265 NFL Network
804,1024 WBZ HD (CBS)	821,1473 National Geographic HD	854,1484 Food Network HD		272,1615 Nick Music
805,1026 WCVB HD (ABC)	824,1715 Disney Channel HD	857,1464 OWN HD (Oprah Winfrey Network)		273 MTV2
806,1025 WFXT HD (FOX)	825,1720 Nickelodeon HD	859,1435 Comedy Central HD		274 BET Her
807,1037 WFHD HD	826,1742 Freeform HD	859,1405 AMC HD		275,1610 CMT Music
808,1056 WMAI HD (CW)	827,1606 MTV HD	862,1411 Syfy HD		277,1614 MTV Classic
809,1039 WMUR HD (ABC)	867,1450 TLC HD	863,1471 Animal Planet HD		278 FX Movie Channel
810,1010 WBTS HD (NBC)	907,1458 Hallmark Channel HD	872,1478 History HD		280,1633 BET Jams
812,1034 QVC HD	928,1457 UP HD	902,1430 InTV HD		281 Logo
813,1032 WMFP HD (IND)	927,1707 Universal Kids HD	905,1625 BET HD		330 ScreenPix
814,1038 WSBK HD (MyNetwork)	1721 Primo TV HD <sup>2</sup>	909,1444 Investigation Discovery HD		331 ScreenPix Action
815,1060,3304 WNEU HD (Telemundo)	1722 Kids Street HD <sup>2</sup>	912,1626 TV One HD		332,1780 ScreenPix Westerns
816,1066,3310 WMUR HD (Univision)		920,1418 BBC America HD		333 ScreenPix Voices
817,1027,3307 WUFL HD (Univision)	<b>ENTERTAINMENT</b>	921,1465 Oxygen HD		385 FLN East
818,1048 WNDP HD (IND)	(INCLUDED WITH POPULAR TV)	924,1410 FX HD		666,3378 HITN
819,1036 WSBE HD (PBS)	27 InTV	1356 Events 4K <sup>2</sup>		705,3488 NBC Universo
840,1127 NECN HD	29 VH1	1425 GSN HD <sup>2</sup>		708,3482 FOX Dupont
904,1053 QVC3 HD <sup>2</sup>	30 FX	1426 TV Land HD <sup>2</sup>		
	31 TBS			
	32 HGTV			
	33 TNT			
	34 E!			

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711,3380 MTV TR3s  
 719,3483 Galavisión  
 792,1716 Disney XD HD  
 796,1210 ESPNNews HD  
 797,1486 Iyi HD  
 798,1438 FIC HD  
 822,1217 NHL Network HD  
 853,1216 NFL Network HD  
 855,1412 Paramount Network HD  
 856,1303 CBS Sports Network HD  
 860,1724 Cartoon Network HD  
 866,1451 Science HD  
 900,1301 ESPN HD  
 910,1436 VICE HD  
 911,1487 Destination America HD  
 913,1218 NBA TV HD  
 914,1219 MLB Network HD  
 915,1462 Oxygen HD  
 922,1472 Nat Geo WLD HD  
 928,1221 SEC Network HD (National)  
 1117 BBC News HD<sup>2</sup>  
 1118 124 News HD<sup>2</sup>  
 1228,3360 Zona Fútbol HD<sup>2</sup>  
 1229,3359 TUDN HD<sup>2</sup>  
 1230,3353 FOX Deportes HD<sup>2</sup>  
 1232,3387 NBC Universo HD<sup>2</sup>  
 1238 Pursuit Channel HD<sup>2</sup>  
 1414 Iusa HD<sup>2</sup>  
 1427 POP HD<sup>2</sup>  
 1429 BeetzChannel HD<sup>2</sup>  
 1439 Logo HD<sup>2</sup>  
 1440 SundanceTV HD East<sup>2</sup>  
 1460 Hallmark Family HD<sup>2</sup>  
 1477 Smithsonian Channel HD<sup>2</sup>  
 1480 American Heroes Channel HD<sup>2</sup>  
 1485 Cooking Channel HD<sup>2</sup>  
 1493 Magnolia Network HD<sup>2</sup>  
 1497 Discovery Life HD<sup>2</sup>  
 1613 AXS TV<sup>2</sup>  
 1628 DET Her HD<sup>2</sup>  
 1629 The Africa Channel<sup>2</sup>  
 1639 MTV2 HD<sup>2</sup>  
 1701 Disney Jr. HD<sup>2</sup>  
 1702 Nick Jr. HD<sup>2</sup>  
 1714 Discovery Family Channel HD<sup>2</sup>  
 1727 Nicktoons<sup>2</sup>  
 1729 NICK 2 HD<sup>2</sup>  
 1740 TeenNick HD<sup>2</sup>  
 1766 FX Movie Channel HD<sup>2</sup>  
 1771 FLX East HD<sup>2</sup>  
 1766 ScreenPix HD<sup>2</sup>  
 1787 ScreenPix Action HD<sup>2</sup>  
 1788 ScreenPix Voices HD<sup>2</sup>  
 3375 Galavisión HD<sup>2</sup>  
 3491 Zona Fútbol

**DEPORTES**  
 679,3355 Latin American Sports  
 709,3486 NBC Universo  
 709,3482 FOX Deportes  
 710,3485 TUDN  
 720,1231,3351,3481 ESPN Deportes  
 1228,3360 Zona Fútbol HD<sup>2</sup>  
 1229,3359 TUDN HD<sup>2</sup>  
 1230,3353 FOX Deportes HD<sup>2</sup>

1232,3387 NBC Universo HD<sup>2</sup>  
 3491 Zona Fútbol<sup>1</sup>  
**XFINITY TV LATINO**  
 642,3418 Telefe  
 643,3419 TeleFormula  
 644,3383 Pasiones  
 645,3422 TV Chile  
 646,3417 Nuestra Tele  
 647,3388 Video Rola  
 649,3425 TVE Internacional  
 650,3424 TV Venezuela  
 651,3385 Kardi Drama  
 657,3415 SUR Peru  
 658,3340 Vme Kids  
 659,3416 SUR TV  
 660,3382 Once Mexico  
 661,3410 Multimedios  
 662,3403 Mexicana  
 664,3384 RC Novelas  
 666,3378 NTN  
 667,3445 Cinema Dramita  
 668,3345 EWTN en Español  
 669,3344 ESNE TV  
 670,3407 Ecuador  
 673,3492 CascoTV  
 675 Sony Cine  
 678,3355 Latin American Sports  
 704,3414 Super canal  
 705,3486 NBC Universo  
 706 Discovery en Español  
 707,3441 CineLatino  
 709,3482 FOX Deportes  
 709,3396 CNN en Español  
 710,3485 TUDN  
 711,3380 MTV TR3s  
 712 ViandMovies  
 713,3442 Cine Mexicano  
 716 History en Español  
 717,3428 WAPA America  
 719,3420 Televisión Internacional  
 719,3483 Galavisión  
 720,1231,3351,3481 ESPN Deportes  
 722,3331 BabyFirst Americas - Spanish  
 723,3405 Centroamerica TV  
 725 Discovery Familia  
 727,3400 Univis Alti  
 728,3489 Univision At  
 757,3423 TV Dominicana  
 1228,3360 Zona Fútbol HD<sup>2</sup>  
 1229,3359 TUDN HD<sup>2</sup>  
 1230,3353 FOX Deportes HD<sup>2</sup>  
 1232,3387 NBC Universo HD<sup>2</sup>  
 3305 Univis Alti HD<sup>2</sup>  
 3311 Univision Alt HD<sup>2</sup>  
 3335 Discovery Familia HD<sup>2</sup>  
 3371 Discovery en Español HD<sup>2</sup>  
 3375 Galavisión HD<sup>2</sup>  
 3377 History en Español HD<sup>2</sup>  
 3404 Catacel HD<sup>2</sup>  
 3400 Mexicana HD<sup>2</sup>  
 3443 Sony Cine HD<sup>2</sup>  
 3447 ViandMovies HD<sup>2</sup>  
 3491 Zona Fútbol<sup>1</sup>

**MORE SPORTS & ENTERTAINMENT PACKAGE**  
 83 INSP  
 126,1445 Crime & Investigation  
 127,1479 Military History Channel  
 136 Sportsman Channel  
 213 TCM  
 249 ESPNNews  
 255,1236 Outdoor Channel  
 257 NSA TV  
 259 NHL Network  
 269,1246 FanDuel TV  
 261 CBS Sports Network  
 262 MLB Network  
 263 ESPN  
 264 NFL RedZone  
 265 NFL Network  
 269 BTN  
 282 CMT  
 706,1210 ESPNNews HD  
 822,1217 NHL Network HD  
 853,1216 NFL Network HD  
 856,1303 CBS Sports Network HD  
 864,1608 CMT HD  
 882,1313 BTN HD  
 893,1216 NFL RedZone HD  
 900,1301 ESPN HD  
 903,1755 TCM HD  
 913,1218 NBA TV HD  
 914,1219 MLB Network HD  
 1237 Sportsman Channel HD<sup>2</sup>  
 1431 INSP HD<sup>2</sup>  
 1638 FM HD<sup>2</sup>

**PREMIUM CHANNELS**  
 (EPX CHANNEL INCLUDED WITH SIGNATURE+ DOUBLE PLAY PACKAGE AND SIGNATURE+ MORE TRIPLE PLAY PACKAGE; HBO MAX, SHOWTIME, EPX AND THE MOVIE CHANNEL INCLUDED WITH SUPER+ DOUBLE PLAY PACKAGE; HBO MAX, SHOWTIME, EPX, IHTZ AND THE MOVIE CHANNEL AND SUPER+ MORE TRIPLE PLAY PACKAGE)  
 301 HBO East  
 302 HBO2 East  
 303 HBO Signature East  
 304,1808 HBO Family East  
 305,1810 HBO Comedy East  
 307 HBO Latino East  
 322 MGM+ East  
 323,1871 MGM+ HD (East)  
 324 MGM+ Hitz  
 325 MGM+ Marquee  
 328 MGM+ Drive-In  
 336 STARZ East  
 336 STARZ ENCORE East  
 337,1775 STARZ ENCORE Action East  
 338,1784 STARZ ENCORE Westerns East  
 339,1777 STARZ ENCORE Black East  
 341 CINEMAX East  
 361 Paramount+ with SHOWTIME East  
 362 SHOWTIME 2 East

363,1848 SHOWTIME Showcase East  
 364 SHOWTIME Extreme East  
 368 FLIX East  
 381 The Movie Channel East  
 382 The Movie Channel Xtra East  
 435,1868 Penthouse  
 450,1867 Playboy Latino  
 451,1866 Playboy  
 452,1833 Juicy  
 453,1869 VIVID TV  
 457,1804 TEN+  
 458,1891 KTSY  
 460,1800 Hustler TV  
 771,1806 HBO Signature HD East  
 773,1814,3455 HBO Latino HD East  
 785,1773 STARZ ENCORE East HD  
 868,1820 CINEMAX HD East  
 870,1802 HBO HD East  
 871,1804 HBO2 HD East  
 874,1406,1816 AMC+ HD<sup>2</sup>  
 875,1868 STARZ East HD  
 877,1840 Paramount+ with SHOWTIME HD East  
 878,1842 SHOWTIME 2 HD East  
 880,1848 SHOWTIME Extreme HD  
 883,1802 The Movie Channel HD East  
 884,1862 The Movie Channel Xtra East HD  
 1771 FLX East HD<sup>2</sup>  
 1822 MeritMAX East  
 1824 ActionMAX East  
 1826 ThrillerMax East  
 1873 MGM+ Hitz HD<sup>2</sup>  
 1874 MGM+ Marquee HD<sup>2</sup>  
 1875 MGM+ Drive-In HD<sup>2</sup>

**INTERNATIONAL SELECTIONS**  
 3101 Willow Plus HD  
 3102 TV Asia HD  
 3103 ZeeTV HD  
 3106 SET HD  
 3108 ABP News  
 3135 CCTV4  
 3137 Phoenix Info News  
 3138 CTI Zhong Tian Channel  
 3139 Phoenix RA  
 3150 TVB Jade  
 3185 Saigon Broadcasting Television Network  
 3194 The Filipino Channel HD  
 3195 GMA Pinoy TV  
 3196 GMA Life TV  
 3210 SportV  
 3212 RecordTV Europa HD  
 3213 TV Globo HD  
 3216 SIC International  
 3225 RTVI (Russian)  
 3226 RTN (Russian)  
 3227 Russian Kino  
 3230 Impact TV  
 3245 ART Network  
 3250 The Israeli Network  
 3265 TV5 Monde HD  
 3275 Antena TV

3280 RAT International HD  
 3281 Mediaset Italia  
 3285 Willow Plus  
 3286 TV Asia  
 3287 ZeeTV  
 3288 SET  
 3292 RecordTV  
 3293 TV Globo  
 3294 TV5 Monde  
 3295 RAI International  
 3296 The Filipino Channel

**PAY-PER-VIEW**  
 309,800,1201 IN DEMAND PPV HD  
 401 IN DEMAND PPV  
 402 IN DEMAND PPV 7  
 813,1218 NBA TV HD  
 3021 MLB EI - Arizona Diamondbacks  
 3002 MLB EI - Atlanta Braves  
 3003 MLB EI - Baltimore Orioles  
 3004 MLB EI - Boston Red Sox  
 3005 MLB EI - Chicago Cubs  
 3006 MLB EI - Chicago White Sox  
 3007 MLB EI - Cincinnati Reds  
 3008 MLB EI - Cleveland Indians  
 3009 MLB EI - Colorado Rockies  
 3010 MLB EI - Detroit Tigers  
 3011 MLB EI - Houston Astros  
 3012 MLB EI - Kansas City Royals  
 3013 MLB EI - Los Angeles Angels  
 3014 MLB EI - Los Angeles Dodgers  
 3015 MLB EI - Miami Marlins  
 3016 MLB EI - Milwaukee Brewers  
 3017 MLB EI - Minnesota Twins  
 3018 MLB EI - New York Mets  
 3019 MLB EI - New York Yankees  
 3020 MLB EI - Oakland Athletics  
 3021 MLB EI - Philadelphia Phillies  
 3022 MLB EI - Pittsburgh Pirates  
 3023 MLB EI - San Diego Padres  
 3024 MLB EI - San Francisco Giants  
 3025 MLB EI - Seattle Mariners  
 3026 MLB EI - St. Louis Cardinals  
 3027 MLB EI - Tampa Bay Rays  
 3028 MLB EI - Texas Rangers  
 3029 MLB EI - Toronto Blue Jays  
 3030 MLB EI - Washington Nationals  
 3034 NBA LP - Atlanta Hawks  
 3035 NBA LP - Boston Celtics  
 3036 NBA LP - Brooklyn Nets  
 3037 NBA LP - Charlotte Hornets  
 3038 NBA LP - Chicago Bulls  
 3039 NBA LP - Cleveland Cavaliers  
 3040 NBA LP - Dallas Mavericks  
 3041 NBA LP - Denver Nuggets  
 3042 NBA LP - Detroit Pistons  
 3043 NBA LP - Golden State Warriors  
 3044 NBA LP - Houston Rockets  
 3045 NBA LP - Indiana Pacers

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3046 NBA LP - Los Angeles Clippers  
3047 NBA LP - Los Angeles Lakers  
3048 NBA LP - Memphis Grizzlies  
3049 NBA LP - Miami Heat  
3050 NBA LP - Milwaukee Bucks  
3051 NBA LP - Min Timberwolves  
3052 NBA LP - New Orleans Pelicans  
3053 NBA LP - New York Knicks  
3054 NBA LP - Oklahoma City Thunder  
3055 NBA LP - Orlando Magic  
3056 NBA LP - Philadelphia 76ers  
3057 NBA LP - Phoenix Suns  
3058 NBA LP - Portland Trailblazers  
3059 NBA LP - Sacramento Kings  
3060 NBA LP - San Antonio Spurs  
3061 NBA LP - Toronto Raptors  
3062 NBA LP - Utah Jazz  
3063 NBA LP - Washington Wizards  
3067 NHL CL - Anaheim Ducks  
3068 NHL CL - Boston Bruins  
3069 NHL CL - Buffalo Sabres  
3070 NHL CL - Calgary Flames  
3071 NHL CL - Carolina Hurricanes  
3072 NHL CL - Chicago Blackhawks  
3073 NHL CL - Colorado Avalanche  
3074 NHL CL - Columbus Blue Jackets  
3075 NHL CL - Dallas Stars  
3076 NHL CL - Detroit Red Wings  
3077 NHL CL - Edmonton Oilers  
3078 NHL CL - Florida Panthers  
3079 NHL CL - Los Angeles Kings  
3080 NHL CL - Minnesota Wild  
3081 NHL CL - Montreal Canadiens  
3082 NHL CL - Nashville Predators  
3083 NHL CL - New Jersey Devils  
3084 NHL CL - New York Islanders  
3085 NHL CL - New York Rangers  
3086 NHL CL - Ottawa Senators  
3087 NHL CL - Philadelphia Flyers  
3088 NHL CL - Pittsburgh Penguins  
3089 NHL CL - San Jose Sharks  
3090 NHL CL - Seattle Kraken  
3091 NHL CL - St. Louis Blues  
3092 NHL CL - Tampa Bay Lightning  
3093 NHL CL - Toronto Maple Leafs  
3094 NHL CL - Utah Hockey Club  
3095 NHL CL - Vancouver Canucks  
3096 NHL CL - Vegas Golden Knights  
3097 NHL CL - Washington Capitals  
3098 NHL CL - Winnipeg Jets

**ON DEMAND**  
1,1000,1882 Xfinity Presents Presenta<sup>1</sup>  
184,640,1883,3300 Xfinity Latino Presenta<sup>1</sup>  
342,1817,1880 Hitz<sup>2</sup>  
343,1818,1881 Hitz 2<sup>1</sup>  
344,1819 Hitz 3<sup>2</sup>  
400,460,1884,3340 PARENTAL<sup>1</sup>  
434,1885 Adult On Demand<sup>1</sup>  
888,1622 Xfinity Black Experience<sup>1</sup>  
1751 Free Movies On Demand<sup>1</sup>  
1801 HBO On Demand<sup>1</sup>  
1867 STARZ On Demand<sup>1</sup>  
3370,3460 Xfinity Latino Presenta<sup>2</sup>  
3440,3450,3460 PARENTAL<sup>1</sup>

**XFINITY INSTANT TV LATINO**  
(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)  
644,3383 Pastimes  
658,3340 Vme Kids  
667,3445 Cinema Dinamita  
675 Sony Cine  
706 Discovery en Espanol  
707,3441 Cineblino  
769,3396 CNN en Espanol  
712 ViendoMovies  
713,3442 Cine Mexicano  
716 History en Espanol  
719,3463 Galavisión  
722,3331 BabyFirst Americas - Spanish  
725 Discovery Familia  
3335 Discovery Familia HD<sup>2</sup>  
3371 Discovery en Espanol HD<sup>2</sup>  
3375 Galavisión HD<sup>2</sup>  
3377 History en Espanol HD<sup>2</sup>  
3443 Sony Cine HD<sup>2</sup>  
3447 ViendoMovies HD<sup>2</sup>

**DIGITAL ECONOMY**  
(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)  
34 E  
35 USA Network  
36 Lifetime  
37 A&E  
39 Discovery  
40 MSNBC  
41 FOX News Channel  
42 CNN  
45 Bloomberg TV  
46 CNBC  
53 Bravo  
59 AMC  
61 Comedy Central  
63 Animal Planet  
64 TV Land  
66 History  
68 DET  
73 Hallmark Channel  
189 BBC News  
193 Smithsonian Channel  
199 Hallmark Mystery  
210 National Geographic Channel  
241 BBC America  
284 FOX Business Network

789,1123 FOX Business Network HD  
790,1469 Hallmark Mystery HD  
794,1469 Bravo HD  
795,1121 CNBC HD  
821,1473 National Geographic HD  
823,1440 Discovery HD  
834,1466 E! HD  
855,1403 USA Network HD  
856,1455 Lifetime HD  
837,1402 A&E HD  
841,1110 FOX News Channel HD  
842,1111 CNN HD  
844,1122 Bloomberg TV HD  
858,1410 Comedy Central HD  
859,1405 AMC HD  
863,1471 Animal Planet HD  
872,1478 History HD  
881,1113 MSNBC HD  
885,1625 BET HD  
887,1458 Hallmark Channel HD  
920,1418 BBC America HD  
1117 BBC News HD<sup>2</sup>  
1350 Events 4K<sup>2</sup>  
1426 TV Land HD<sup>2</sup>  
1477 Smithsonian Channel HD<sup>2</sup>  
1627 ASPiRE HD<sup>2</sup>  
3614 Events 4K High-Fidelity<sup>2</sup>

**FAMILY TIER**  
(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)  
32 HGTV  
43 HLN  
47 The Weather Channel  
54 Food Network  
70 Disney Channel  
71 Nickelodeon  
210 National Geographic Channel  
218 Universal Kids  
221 Discovery Family Channel  
222 Disney XD  
224 TeenNick  
227 Science  
240 Magnolia Network  
792,1716 Disney XD HD  
821,1473 National Geographic HD  
824,1715 Disney Channel HD  
825,1728 Nickelodeon HD  
832,1402 HGTV HD  
843,1112 HLN HD  
847,1102 The Weather Channel HD  
854,1464 Food Network HD  
866,1451 Science HD  
927,1707 Universal Kids HD  
1740 TeenNick HD<sup>2</sup>

**STARTER LATINO TV**  
(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)  
28 MTV  
29 VH1  
30 FX  
32 HGTV  
38 TLC  
43 HLN  
62 Syfy  
67 Travel Channel  
71 Nickelodeon  
72 Freeform  
124 NewsNation  
214 TV One  
215 WE tv  
218 Universal Kids  
226 OWN (Oprah Winfrey Network)  
236,1682 The Impact Network

51 NESN  
52 NBC Sports Boston  
62 Syfy  
67 Travel Channel  
69 Golf Channel  
71 Nickelodeon  
72 Freeform  
84 NESN-  
85,1256 NBC Sports Boston Overlow  
124 NewsNation  
139 ACC Network  
214 TV One  
215 WE tv  
218 Universal Kids  
226 OWN (Oprah Winfrey Network)  
236,1682 The Impact Network  
267 GSN  
270 LMN  
784,1468 Travel Channel HD  
788,1458 LMN HD  
799,1428 WE tv HD  
825,1728 Nickelodeon HD  
826,1742 Freeform HD  
827,1608 MTV HD  
828,1612 MTV Live HD  
829,1607 VH1 HD  
830,1409 FX HD  
831,1431 TBS HD  
832,1402 HGTV HD  
833,1404 TNT HD  
839,1243 MotorTrend Network HD  
843,1112 HLN HD  
848,1283 Golf Channel HD  
849,1205 ESPN HD  
850,1206 ESPN2 HD  
851,1250 NESN HD  
852,1251 NBC Sports Boston HD  
857,1484 OWN HD (Oprah Winfrey Network)  
862,1411 Syfy HD  
867,1459 TLC HD  
894,1255 NESN- FEI  
912,1626 TV One HD  
927,1707 Universal Kids HD  
1325 ACC Network HD

**ECONOMY PLUS LATINO TV**  
(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)  
28 MTV  
29 VH1  
30 FX  
32 HGTV  
38 TLC  
43 HLN  
62 Syfy  
67 Travel Channel  
71 Nickelodeon  
72 Freeform  
124 NewsNation  
214 TV One  
215 WE tv  
218 Universal Kids  
226 OWN (Oprah Winfrey Network)  
236,1682 The Impact Network

267 GSN  
270 LMN  
784,1468 Travel Channel HD  
788,1458 LMN HD  
799,1428 WE tv HD  
825,1728 Nickelodeon HD  
826,1742 Freeform HD  
827,1608 MTV HD  
828,1612 MTV Live HD  
829,1607 VH1 HD  
830,1409 FX HD  
832,1402 HGTV HD  
833,1243 MotorTrend Network HD  
843,1112 HLN HD  
857,1484 OWN HD (Oprah Winfrey Network)  
862,1411 Syfy HD  
867,1459 TLC HD  
912,1626 TV One HD  
927,1707 Universal Kids HD

**SELECTO**  
(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)  
704,3414 Super canal  
705,3466 NBC Universo  
705 Discovery en Espanol  
707,3441 Cineblino  
708,3482 FOX Deportes  
709,3396 CNN en Espanol  
710,3485 ELN  
711,3380 MTV TR3+  
712 ViendoMovies  
713,3442 Cine Mexicano  
716 History en Espanol  
717,3428 WAPA America  
718,3420 Telemundo Internacional  
719,3483 Galavisión  
720,1231,3351,3481 ESPN Deportes  
1228,3360 Zona Futbol HD<sup>2</sup>  
1229,3350 TUDN HD<sup>2</sup>  
1230,3353 FOX Deportes HD<sup>2</sup>  
1232,3387 NBC Universo HD<sup>2</sup>  
3371 Discovery en Espanol HD<sup>2</sup>  
3375 Galavisión HD<sup>2</sup>  
3377 History en Espanol HD<sup>2</sup>  
3447 ViendoMovies HD<sup>2</sup>  
3491 Zona Futbol<sup>1</sup>

**EXPANDED BASIC**  
(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)  
27 truTV  
28 MTV  
29 VH1  
30 FX  
31 TBS  
32 HGTV  
33 TNT  
34 E!  
35 USA Network  
36 Lifetime  
37 A&E  
38 TLC  
39 Discovery  
40 MSNBC  
41 FOX News Channel  
42 CNN  
43 HLN

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45 Bloomberg TV	820,1607 VH1 HD	1684 Jewish Broadcasting Service HD <sup>2</sup>
46 CNBC	830,1400 FX HD	1721 Primo TV HD <sup>2</sup>
47 The Weather Channel	831,1434 TBS HD	1722 Kids Street HD <sup>2</sup>
48 ESPN	832,1402 HGTV HD	3131 Crossings TV HD <sup>2</sup>
50 ESPN2	833,1404 TNT HD	3814 Events 4K High-Fidelity <sup>2</sup>
51 NESN	834,1406 E! HD	
52 NBC Sports Boston	835,1403 USA Network HD	
53 Bravo	836,1455 Lifetime HD	
54 Food Network	837,1402 A&E HD	
50 AMC	838,1224 Tennis Channel HD	
61 Comedy Central	839,1243 MotorTrend Network HD	
62 Syfy	841,1110 FOX News Channel HD	
63 Animal Planet	842,1111 CNN HD	
64 TV Land	843,1112 HLN HD	
66 History	844,1122 Bloomberg TV HD	
67 Travel Channel	847,1102 The Weather Channel HD	
68 BET	848,1223 Gail Channel HD	
69 Golf Channel	840,1205 ESPN HD	
70 Disney Channel	850,1206 ESPN2 HD	
71 Nickelodeon	851,1250 NESN HD	
72 Freeform	852,1251 NBC Sports Boston HD	
73 Hallmark Channel	854,1484 Food Network HD	
84 NESN+	857,1464 OWN HD (Oprah Winfrey Network)	
85,1256 NBC Sports Boston Overflow	858,1435 Comedy Central HD	
124 NewsNation	859,1405 AMC HD	
130 ACC Network	862,1411 Syfy HD	
180 Cleo	863,1471 Animal Planet HD	
109 Hallmark Mystery	867,1450 TLC HD	
210 National Geographic Channel	872,1478 History HD	
214 TV One	894,1255 NESN+ HD	
215 WE tv	901,1113 MSNBC HD	
216 Oxygen	902,1430 truTV HD	
218 Universal Kids	905,1625 BET HD	
226 OWN (Oprah Winfrey Network)	907,1458 Hallmark Channel HD	
235 UP	908,1457 UP HD	
241 BBC America	909,1444 Investigation Discovery HD	
249 C-SPAN3	912,1626 TV One HD	
250 FOX Sports 1	920,1418 BBC America HD	
252 Investigation Discovery	921,1405 Oxygen HD	
254 FOX Sports 2	923,1209 FOX Sports 2 HD	
256 FOX	924,1410 FOX HD	
266 Tennis Channel	925,1208 FOX Sports 1 HD	
267 GSN	927,1707 Universal Kids HD	
270 LMN	1115 Newsmax TV HD <sup>2</sup>	
279 Great American Family	1116 NewsNation HD <sup>2</sup>	
284 FOX Business Network	1130 C-SPAN3 HD <sup>2</sup>	
784,1408 Travel Channel HD	1325 ACC Network HD	
786,1456 LMN HD	1350 Events 4K <sup>2</sup>	
789,1123 FOX Business Network HD	1425 GSN HD <sup>2</sup>	
799,1459 Hallmark Mystery HD	1426 TV Land HD <sup>2</sup>	
794,1463 Bravo HD	1437 Comedy TV HD <sup>2</sup>	
795,1121 CNBC HD	1446 Justice Central TV HD <sup>2</sup>	
799,1428 WE tv HD	1461 Great American Family HD <sup>2</sup>	
821,1473 National Geographic HD	1483 Recipe TV HD <sup>2</sup>	
823,1449 Discovery HD	1625 AFRO HD <sup>2</sup>	
824,1715 Disney Channel HD	1624 Cleo HD <sup>2</sup>	
825,1728 Nickelodeon HD	1627 ASPFIE HD <sup>2</sup>	
826,1742 Freeform HD	1636 GrioTV HD <sup>2</sup>	
827,1606 MTV HD	1637 Nevo <sup>2</sup> HD <sup>2</sup>	
828,1612 MTV Live HD		

<sup>1</sup>Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service.

<sup>2</sup>Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service. Requires HD Technology Fee.

<sup>3</sup>Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service.

A subscription to Limited Basic is required to receive video services unless otherwise indicated. TV Box, TV Adapter, or compatible customer owned device is required to receive video services. Except for Limited Basic only customers, HD programming requires subscription to HD Technology Fee and HD compatible equipment. Channel lineup subject to change. Additional restrictions may apply. See Services and Pricing card for additional information. © 2024 Comcast. All rights reserved.

67731000, 2350, 2360, 2370, 2380, 2400, 2410, 2570, 2580, 2510, 2690, 2930, 2940, 2950, 3190, 3340

For more information visit [xfinity.com/support/local-channel-lineup](http://xfinity.com/support/local-channel-lineup).

## Schedule 4.5 – Current 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 playback requests.

Comcast will enter into all negotiations and discussions with all bona fide leased access programmers "in good faith," with respect to a full-time lease of channel time.

Comcast may never cablecast obscene material. As to indecent content, it is Comcast's general policy to refuse carriage of indecent programming on commercial leased access channels.

Before a Channel Lease Agreement is signed, a programmer must:

- (1) Provide proof of general liability and broadcasters' 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) Pre-pay 30-day in advance for all leased channel time.

**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. Gasenhage School	Yes	149 Hanel Street
4. Laura Lee Alternative Program	Yes	235 Powell Street
5. Leblanc Therapeutic Day School (Alternative)	Yes	58 Steamore 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 Marzmoth Road
9. Moody Elementary School	Yes	138 Rogers Street
10. Molloy Lowell High Alternative Program	Yes	125 Smith Street
11. C.W. Morcy Elementary School; to be rebuilt	Yes	114 Pine Street
12. Charlotte M. Markland 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. Shaugnessy Elementary School	Yes	1158 Conlans 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 Warralunch Street
20. James S. Daley Middle School	Yes	150 Fleming Street
21. H. J. Robinson Middle School	Yes	110 June Street
22. H. N. Rogers Middle School	Yes	43 Highland Street
23. James Sullivan Middle School	Yes	150 Drapeur 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 H. Merrimack Street
28. Lowell High School	Yes	50 Fr. Massachusetts Boulevard
29. Smith Baker Center (*CLOSED*)	No (a, b)	400 Merrimack Street
30. Lowell High McDermough Freshman Academy (City Magnet)	Yes	43 French Street
31. Benjamin F. Butler Middle School	Yes	1140 Chatham Street
32. Middlesex Community College	Yes (c)	33 Kearney Square
33. Lowell Telecommunications Corp.	Yes (b, c)	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. Boat 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, c)	735 Broadway Street

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43. Lowell Housing Authority (LHA) – Chelmsford St.	Yes (b, c)	588 Chelmsford Street
44. Lowell Housing Authority (LHA) – Salem St.	Yes (b, c)	21 Salem Street
45. State Dept of Youth Svcs. (Elliot School, <b>*CLOSED*</b> )	No (a, d)	10 Favor Street
46. Cowley 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. Sunpas Pavilion	Yes (c)	190 Pawtucket Boulevard
52. UML Inn and Conference Center	Yes	58 Warren Street
53. South Common	Yes (c)	South Street & Thorndike Street
54. UML North Campus	Yes	Riverside St
55. Acrc Police Station ( <b>*CLOSED*</b> )	No (d)	3-5 Adams St. not used not needed
56. Centralville Police Station ( <b>*CLOSED*</b> )	No (a, d)	480 Badge Street
57. Back Central Police Station ( <b>*CLOSED*</b> )	No (a, d)	739 Central Street
58. Belvidere Police Station ( <b>*CLOSED*</b> )	No (a, d)	151 Andover Street
59. Pawtucketville Police Station ( <b>*CLOSED*</b> )	No (a, d)	118 University Avenue
60. Highlands Police Station	Yes	657 Middlesex Street
61. Cross Point Business Center Police Training ( <b>*CLOSED*</b> )	Yes	109 Industrial Avenue
62. Special Investigations, Police	Yes	210 Steadman & 133 Steadman
63. Gorham Fire House	Yes	803 Gorham Street
64. Tompaz 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> )	No (a, d)	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. Wamsalcutt Mills (LED Crime Analysis)	Yes	660 Suffolk St
75. Edson Cemetery	Yes	1375 Cochran Street
76. Lowell Housing Authority (LHA) – Middlesex St	? (c)	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	? (c)	73 Woburn Street
80. Millie's Place	? (c)	50 E Merrimack Street
81. Rehab Association	? (c)	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.

**Schedule 5.3 – Payment Schedule**

	Payment Due Date	Amount Due	License Section	Description	Payable To
<b>Form 500 (for CY 2023)</b>					
<b>Form 400/200/300 (for CY 2024)</b>					
<i>Calendar Year 2025</i>					
<b>YEAR 1</b>					
1	March 15, 2025	.70% GAR	5.4(a)	Capital Facilities Payment (for period of 01/01/2024 – 12/31/2024)	City of Lowell
2	March 15, 2025	\$.50/sub	7.8	License Fee (for period of 01/01/2024 – 12/31/2024)	City of Lowell
3	March 15, 2025	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of 07/01/2024 – 12/31/2024)	Lowell Telecom. Corporation
4	March 15, 2025	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of 07/01/2024 – 12/31/2024)	City of Lowell
5	September 15, 2025	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of 01/01/2025 – 06/30/2025)	Lowell Telecom. Corporation
6	September 15, 2025	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of 01/01/2025 – 06/30/2025)	City of Lowell
<b>Form 500 (for CY 2025)</b>					
<b>Form 400/200/300 (for CY 2025)</b>					
<i>Calendar Year 2026</i>					
<b>YEAR 2</b>					
7	March 15, 2026	.70% GAR	5.4(a)	Capital Facilities Payment (for period of 01/01/2025 – 12/31/2025)	City of Lowell
8	March 15, 2026	\$.50/sub	7.8	License Fee (for period of 01/01/2025 – 12/31/2025)	City of Lowell
9	March 15, 2026	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of 07/01/2025 – 12/31/2025)	Lowell Telecom. Corporation
10	March 15, 2026	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of 07/01/2025 – 12/31/2025)	City of Lowell
11	September 15, 2026	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of 01/01/2026 – 06/30/2026)	Lowell Telecom. Corporation
12	September 15, 2026	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of 01/01/2026 – 06/30/2026)	City of Lowell
<b>Form 500 (for CY 2026)</b>					
<b>Form 400/200/300 (for CY 2026)</b>					
<i>Calendar Year 2027</i>					
<b>YEAR 3</b>					
13	March 15, 2027	.70% GAR	5.4(a)	Capital Facilities Payment (for period of 01/01/2026 – 12/31/2026)	City of Lowell
14	March 15, 2027	\$.50/sub	7.8	License Fee (for period of 01/01/2026 – 12/31/2026)	City of Lowell
15	March 15, 2027	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of 07/01/2026 – 12/31/2026)	Lowell Telecom. Corporation
16	March 15, 2027	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of 07/01/2026 – 12/31/2026)	City of Lowell
17	September 15, 2027	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of 01/01/2027 – 06/30/2027)	Lowell Telecom. Corporation
18	September 15, 2027	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of 01/01/2027 – 06/30/2027)	City of Lowell

Cable Television Franchise Renewal License for the City of Lowell, MA  
Term: 03/01/2025 - 02/28/2030 (5 Yrs.)

	Payment Due Date	Amount Due	License Section	Description	Payable To
<b>Form 500 (for CY 2027)</b>					
<b>Form 400/200/300 (for CY 2027)</b>					
<i>Calendar Year 2028</i>		<i>YEAR 4</i>			
19	March 15, 2028	.70% GAR	5.4(a)	Capital Facilities Payment (for period of 01/01/2027 - 12/31/2027)	City of Lowell
20	March 15, 2028	\$.50/sub	7.8	License Fee (for period of 01/01/2027 - 12/31/2027)	City of Lowell
21	March 15, 2028	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of 07/01/2027 - 12/31/2027)	Lowell Telecom. Corporation
22	March 15, 2028	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of 07/01/2027 - 12/31/2027)	City of Lowell
23	September 15, 2028	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of 01/01/2028 - 06/30/2028)	Lowell Telecom. Corporation
24	September 15, 2028	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of 01/01/2028 - 06/30/2028)	City of Lowell
<b>Form 500 (for CY 2028)</b>					
<b>Form 400/200/300 (for CY 2028)</b>					
<i>Calendar Year 2029</i>		<i>YEAR 5</i>			
25	March 15, 2029	.70% GAR	5.4(a)	Capital Facilities Payment (for period of 01/01/2028 - 12/31/2028)	City of Lowell
26	March 15, 2029	\$.50/sub	7.8	License Fee (for period of 01/01/2028 - 12/31/2028)	City of Lowell
27	March 15, 2029	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of 07/01/2028 - 12/31/2028)	Lowell Telecom. Corporation
28	March 15, 2029	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of 07/01/2028 - 12/31/2028)	City of Lowell
29	September 15, 2029	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of 01/01/2029 - 06/30/2029)	Lowell Telecom. Corporation
30	September 15, 2029	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of 01/01/2029 - 06/30/2029)	City of Lowell
<b>Form 500 (for CY 2029)</b>					
<b>Form 400/200/300 (for CY 2029)</b>					
<i>Calendar Year 2030</i>		<i>YEAR 6</i>			
31	March 15, 2030	.70% GAR	5.4(a)	Capital Facilities Payment (for period of 01/01/2029 - 12/31/2029)	City of Lowell
32	March 15, 2030	\$.50/sub	7.8	License Fee (for period of 01/01/2029 - 12/31/2029)	City of Lowell
33	March 15, 2030	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of 07/01/2029 - 12/31/2029)	Lowell Telecom. Corporation
34	March 15, 2030	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of 07/01/2029 - 12/31/2029)	City of Lowell
35	September 15, 2030	2% GAR less license fees	5.3(c)	2% GAR for Operations less license fees (for period of 01/01/2030 - 02/28/2030)	Lowell Telecom. Corporation
36	September 15, 2030	3% GAR	5.8(a)	3% GAR for Municipal Access (for period of 01/01/2030 - 02/28/2030)	City of Lowell

**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 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 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.

## Schedule 6.7 – Billing and Termination Regulations

### 207 CMR 10.00

#### BILLING AND TERMINATION OF SERVICE

##### 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;
  - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
  - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
  - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;

- (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

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

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

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

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

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

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

**10.07: Billing Disputes**

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the

parties shall receive written notification of the decision and a statement of reasons therefor.

**10.08: Security Deposits**

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

Schedule 7.11 – Cable Division Form 500

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Phone:

E-Mail:

Manner of Resolution:	Average Resolution Time:				
	<1> Less than 1 Day,	<2> 1-3 Days,	<3> 4-7 Days,	<4> 8-14 Days,	<5> 15-30 Days
A. Resolved to the satisfaction of both parties; B. Resolved, customer dissatisfied; C. Not Resolved.					
Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.					
	Total	Avg. Resolution Time (see code above)	A	B	C
Advertising/Marketing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Appointment/Service call	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Billing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Customer Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Defective Notice	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Installation	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Reception	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Interruption	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Unable to Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Failure to Respond to Original Complaint	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>