



**REPORT PURSUANT TO 207 CMR § 3.07(2)**

**PROPOSED AMENDMENT TO THE CITY OF BOSTON-VERIZON  
CABLE TELEVISION FINAL LICENSE**

**THE CITY OF BOSTON AND VERIZON NEW ENGLAND**

**Issuing Authority:**

Mayor Michelle Wu  
City of Boston City Hall  
One City Hall Square  
Boston, Massachusetts 02201

**Licensee:**

Verizon New England, Inc. ("Verizon")  
Boston, MA 02110

**Date of the Final License Execution:**

December 5, 2016

**Proposed Effective Date of Final License Amendment:**

December 5, 2026

**Proposed Expiration Date of Final License Amendment:**

December 5, 2031

**Text of Proposed Amendment:**

Attached hereto is a draft of the proposed Third Amendment to Cable the Television License, which identifies the full text of all proposed amendments to the Final License.

**Purpose for which the Amendment is being made:**

The Issuing Authority and Verizon have agreed to extend the current term of Verizon's Cable Television License by five (5) years, from December 5, 2026 through December 5, 2031, which would allow Verizon to continue providing cable service in Boston in accordance with the terms and conditions in the Final License dated December 5, 2016 as amended by the First and Second Amendments. The First and Second Amendments expanded Verizon's cable service area to the whole of the City of Boston. This Third Amendment would adjust or continue certain payments for franchise fees, PEG capital grants, and other economic benefits to the City.

**Date Licensee's Request for Amendment was Received by the Issuing Authority:**

August 17, 2026

**Probable Effects on Cable Television Subscribers and other Concerned Parties:**

By extending the term of the License, all of Boston's residents will continue to benefit from choice and competition for cable television services. By enforcing the identical terms of the original license agreement, all competitive parties are protected against any unfair competition. Finally, Boston required Verizon to continue to pay franchise fees, PEG capital grants, and other economic benefits to the City as detailed in the attached full text of the proposed amendment.

## The Full Text of the Proposed Amendment

### **Section 2.3 “Term” shall be replaced and now read as follows:**

Subject to the provisions of Section 2.4, the term of the License shall commence upon its execution of the third Amendment by the Issuing Authority and Licensee defined herein as the Effective Date and shall continue for a period of five years (5) years, unless sooner terminated as allowed for in this License.

### **Section 2.4 “Termination Generally” shall be replaced and now read as follows:**

Notwithstanding any provision herein to the contrary, Licensee may terminate this License and all obligations hereunder for any reason, in Licensee’s sole discretion, beginning on the nineteenth (19) month following the Effective date of this License upon one hundred eighty (180) days’ written notice to the Issuing Authority. Sections 6.11 and 6.12 hereof and the Licensee’s obligations under those provisions shall survive such termination and shall continue in full force and effect until the end of the five (5) year term of the License.

### **Section 5.4 (c) (i) and (ii) “Video Return Lines” shall be replaced and now read as follow:**

Licensee shall provide two-hundred thousand dollars (\$200,000) for a Network Fund to permit the City to purchase equipment and services for the video return locations (and any upgrades) which would be used to provide Cable-related services to Boston Public Schools, libraries and other Public Buildings through the Cable Television System. The \$200,000 payment shall be made within three (3) months of the Effective Date.

### **Section 6.10 “Community Program Support” shall be replaced and now read as follows:**

In lieu of providing community programming services, Licensee is obligated to make a contribution of no less than ninety-six thousand dollars (\$96,000) per annum.

### **Section 6.12 shall be replaced and now read as follows:**

Commencing not sooner than three (3) months from the Effective Date and upon not less than sixty (60) days written notice from the Issuing Authority to Licensee, Licensee shall create a one-time twenty- thousand dollars (\$20,000.00) construction fund account on which the Issuing Authority may draw down for the purpose of extending or replacing fiber that is being used in the City’s PIN as further described in Section 6.11.

Nothing herein prevents the Issuing Authority and Licensee from agreeing to expand the PIN by more than the amount listed above, upon Issuing Authority and Licensee reaching mutually agreeable terms and conditions. Licensee agrees not to count these payments as Franchise Fees as defined in Section 8.

**Section 9.1(b) (ii) “General” shall be replaced and shall now read as follows:**

A bond running to the City with good and sufficient surety and approved by the City Corporation Counsel in the sum of six- hundred thousand dollars (\$600,000) conditioned upon the faithful performance and discharge of the obligations imposed by this License, including without limitation, satisfaction of the terms and conditions set forth in M.G.L. c. 166A § 5(k). A performance bond in this amount shall be effective throughout the term of this License and shall be conditioned that in the event Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division, or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due to the City which arise by reason of the construction, installation, operation, maintenance of the system the City shall absolutely recover from the surety of such bond all damages suffered by the City as a result thereof, within thirty (30) days after written request 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. If, at any time during the term of this License, the condition of the surety shall change in such manner as to render the bond unsatisfactory to the City Corporation Counsel, Licensee shall replace such bond by a bond of like amount and similarly conditioned, issued by a surety satisfactory to the City Corporation Counsel. Neither this Section, nor any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

**Section 9.5 “Letter of Credit” shall be replaced and now read as follows:**

Licensee shall provide an irrevocable letter of credit from a financial institution in the amount of thirty thousand dollars (\$30,000). This letter of credit shall be:

Automatically drawn on if City informs the Licensee in writing, including by email, that it has failed to pay to the City any fee required under the License within ten (10) days of the date certain for such payment established within this License; or

For all other payments arising from this License, including damages, for which there is not a date certain, the letter of credit may be drawn on by the City only after having given Licensee notice of said non-payment in writing, including email, and ten days thereafter having elapsed.

In the event that the City draws on said letter, Licensee shall take immediate steps to reinstate the letter of credit to its original amount of thirty thousand dollars (\$30,000).

Nothing in this section shall be read to limit the rights of the City to recover amounts in excess of the letter of credit or pursue other rights provided the City in this License.

All notices required under this section shall be addressed to the Licensee's manager as identified in writing by Licensee to Issuing Authority as of the Effective Date of this License Amendment and as may be changed from time to time thereafter.

**Section 16.6 "Notices" shall be replaced and now read as follows:**

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

City of Boston  
Office of the Mayor  
Boston City Hall  
Boston, MA 02201

**With copies to:**

Office of Broadband and Cable  
Boston Department of Innovation & Technology  
43 Hawkins Street  
Boston, MA 02114

- (b) Every notice to be 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 Licensee.

Verizon New England Inc.  
111 Main Street  
White Plains, NY 10601  
Attention: Pamela Goldstein, Esq.  
Associate General Counsel

**With copies to:**

Verizon  
1 Verizon Way  
Basking Ridge, NJ 07920  
Attention: Sarah Lyzak, Esq.  
VP and Deputy General Counsel

**Section 16.11 "Counterparts" shall be replaced and now read as follows:**

*16.6 Counterparts:* This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.