

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE CITY OF WESTFIELD,
MASSACHUSETTS

March 29, 2004

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WESTFIELD RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts II, Inc., (hereinafter "Comcast" or "Licensee"), is the duly authorized holder of a license to operate a Cable Communications System in the City of Westfield, Massachusetts (hereinafter the "City"), said license having originally commenced on October 1, 2000;

WHEREAS, Comcast filed a written request for a renewal of its license by letter dated October 3, 1997 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated April 17, 2000;

WHEREAS, Richard K. Sullivan, Jr., Mayor of the City of Westfield, as the Issuing Authority, finds that the renewal of Comcast's license is appropriate and that Comcast has complied with the terms of its existing license, and the terms contained in its request for license renewal;

WHEREAS, the City has determined that the financial, legal, and technical ability of Comcast is sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Renewal License with the Licensee for the construction and continued operation of a Cable Communications System on the terms and conditions set forth herein.

NOW THEREFORE, after due and full consideration, the City and Comcast agree that this Renewal License is issued upon the following terms and conditions:

**ARTICLE 1
DEFINITIONS**

SECTION 1.1 - DEFINITIONS

The following terms used in this Renewal License shall have the meanings ascribed to them below. Unless otherwise defined herein, any term not defined herein shall have the meaning assigned to such term in the Cable Act.

(a) Basic Broadcast Service - That service tier which shall include at least the retransmission of local broadcast television signals, in accordance with the Cable Act. Said service tier may be marketed by the Licensee under a brand name which may change from time to time.

(b) Broadcast - Over-the-air transmission by a television station.

(c) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

(d) Cable Communications System Cable Communications System or Cable System - The cable television system owned, constructed, installed, operated and maintained by Licensee in the City of Westfield for the provision of broadband telecommunications services capable of operating as a fully addressable system of antennas, cables, wires, lines, fiber-optic cables, towers, wave guides or other conductors, converters, equipment or facilities, designed to provide telecommunications services, which includes, but is not limited to distributing video programming and technologies to Subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of signals to Subscribers and in accordance with the terms and conditions in this Renewal License.

- (e) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.
- (f) Cable Service - The one-way transmission to Subscribers of (i) video programming, or (ii) other Programming Service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.
- (g) Competing Distributors - Distributors whose actual or proposed service areas overlap.
- (h) Drop - The coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.
- (i) Effective Date - March 30, 2004.
- (j) FCC - Federal Communications Commission or any successor governmental entity.
- (k) Gross Annual Revenues - Revenue derived by the Licensee from the operation of the Cable Communications System in the City of Westfield to provide Cable Services, calculated in accordance with generally accepted accounting principles, including monthly basic, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Annual Revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority.
- (l) Issuing Authority - The Mayor of the City of Westfield, Massachusetts.
- (m) Licensee - Comcast of Massachusetts II, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (n) License Fee - The payments to be made by the Licensee to the City and/or any other governmental subdivision, or designee appointed by the Issuing Authority, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, Section 9.
- (o) Multichannel Video Programming Distributor - An entity engaged in the business of making available for purchase, by Subscribers or customers, multiple channels of video programming, and shall include video dial-tone.

(p) Outlet - An interior receptacle that connects a television set to the Cable Communications System.

(q) PEG Access Programming - Programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels owned by the licensee in accordance with 47 U.S.C. 531 and this Renewal License.

(r) Person - an individual, partnership, association, joint stock company, trust, corporation, or governmental entity

(s) Public Way - The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the City, which shall entitle the Issuing Authority and the Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable Communications System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the City of Westfield for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Issuing Authority and the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee's Cable Communications System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable Communications System.

(t) Renewal License - The license granted herein.

(u) Standard Installation - The standard one hundred twenty-five foot (125') Drop connection.

(v) Subscriber - A person or entity of the City who contracts with the Licensee for, and lawfully receives, the video signals and Cable Services distributed by the Cable Communications System.

(w) Subscriber Network - The trunk and feeder signal distribution network over which video, audio, text and data signals are transmitted to Subscribers.

(x) City- The City of Westfield, Massachusetts.

(y) Video Programming - programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2
GRANT OF RENEWAL LICENSE**

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of G.L.Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and the Cable Act - as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to the Licensee, authorizing and permitting said Licensee to construct, operate and maintain a Cable Communications System within the municipal limits of the City of Westfield. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable Communications System that is not prohibited by federal or state law.

(b) This Renewal License is granted under and in compliance with the Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Cable Division and all other rules and regulations of general applicability in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Communications System within the Public Right-of-Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A §§3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on March 30, 2004, following the expiration of the current license, and shall terminate at midnight on March 29, 2014.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Communications System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License, the City grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL

(a) In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) Any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree

SECTION 2.5 - POLICE AND REGULATORY POWERS

The Licensee's rights are subject to the powers of the City to adopt and enforce general ordinances necessary for the safety and welfare of the public, provided that such ordinances are of general applicability and not specific to the Cable Communications System, the Licensee, or this License.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) The Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses to provide Cable Service in the franchise area; provided,

however, that no such license agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions contained herein, including, but not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; public, educational and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or comprehensive license is granted by the Issuing Authority which, in the reasonable opinion of the Licensee, contains more favorable or less burdensome terms or conditions than this License, the Issuing Authority agrees that it shall amend this License to include any more favorable or less burdensome terms or conditions.

(b) In the event that an application for a new cable television license is filed with the Issuing Authority proposing to serve the franchise area, in whole or in part, the Issuing Authority shall serve or require to be served a copy of such application upon any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

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

(a) The area to be served is the entire City, subject to the limitations set forth herein. Service shall be provided to every dwelling occupied by a person requesting Cable Service, 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 Cable Act. License may impose additional charges for non-Standard Installations. However, the Licensee shall not be obligated to extend the Cable Communications System into any area where there are fewer than Twenty (25) dwelling units per aerial strand mile of cable and forty (40) dwelling units per underground mile of cable, calculated from the last dwelling unit toward the end of the nearest trunk line.

(b) Installation costs shall conform to the Cable Act, and regulations thereunder. Any dwelling unit within one hundred twenty-five feet (125ft.) aerial or one hundred twenty-five feet (125ft.) underground of the Cable Communications System shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred twenty-five feet (125ft.) or which involve a hard surface or which require boring shall be provided at a rate based on Licensee's actual costs plus a reasonable rate of return.

(c) Provided Licensee has at least forty-five (45) days' prior written 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 written notice of trenching and underground construction to the Licensee.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee shall continue to maintain its Cable Communications System utilizing addressable technology, fully capable of carrying a minimum of seventy-seven (77) channels in the downstream direction and at least one (1) channel in the upstream direction.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS [SEE G.L.c. 166A §5(e)]

(a) The Licensee shall maintain the current level of active Drops, Outlets and Basic Broadcast Service, at no cost to the City, to each public building, public school, police and fire station, libraries and other public buildings as designated by the Issuing Authority within the City. In addition, the Licensee shall provide one (1) Drop, Outlet and the lowest level of Cable Service along its cable routes at no cost for the standard installation to any new public schools, police and fire stations and other public buildings designated in writing by the issuing authority. The Issuing Authority or its designee shall consult with the appropriate individuals to determine the appropriate location for each Outlet prior to requesting that the Licensee install the free service.

(b) Nothing in this Section shall require the Licensee to move existing Drops or Outlets or install an additional Drop or Outlet to any public building which already has a free Drop or Outlet provided under the terms of a prior license or this License.

SECTION 3.4 - PARENTAL CONTROL CAPABILITY

Pursuant to applicable law, upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channels on the Cable Communications System. 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.

ARTICLE 4

TECHNICAL SPECIFICATIONS AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the Public Ways authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Communications System for which this Renewal License is granted shall be done in conformance with all applicable laws, ordinances, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable Communications System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

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

(e) The signal of any television station carried on the Cable Communications System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable Communications System and as set forth by the FCC. The Cable Communications System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Issuing Authority, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of written notice and a safety deficiency within forty-eight (48) hours of receipt of written notice.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A §5(g)]

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as is possible before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

SECTION 4.3 - TREE TRIMMING

The Licensee shall have authority to trim trees upon and overhanging Public Ways 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 applicable state law and any City ordinances and/or regulations of general applicability.

SECTION 4.4 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the City, which will show those areas in which its facilities exist. The strand maps will be retained in a location reasonably convenient to the City and will be available for inspection by the Issuing Authority upon written request.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, the Licensee shall, upon the written request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

SECTION 4.6 - DIG SAFE

The Licensee shall comply with all applicable "dig safe" provisions pursuant to Massachusetts General Laws c. 82 §40.

SECTION 4.7 - DISCONNECTION AND RELOCATION

(a) The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public 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.

(b) In requiring the Licensee to protect, support, temporarily 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.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the City, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Communications System, the City shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

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

SECTION 4.9 - STANDBY POWER

The Licensee shall maintain at least two and one half-hour standby power at the headend facility. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate the generators and shall become activated automatically upon the failure of the normal power supply.

SECTION 4.10 - ANNUAL UPDATE HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing within thirty (30) days of each anniversary of the Execution Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the installation, operation and/or maintenance

of the Cable Communication System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee, and produce such non-proprietary documents or other materials as are reasonably requested in writing from the City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing.

(c) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If any potential non-compliance issues are raised by the Issuing Authority concerning any of the material terms and conditions of this Renewal License, the Licensee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary in accordance with Section 9.8 herein and the Issuing Authority shall be required to provide notice in accordance with Section 9.8 herein.

**ARTICLE 5
PROGRAMMING**

SECTION 5.1 - BASIC BROADCAST SERVICE

The Licensee shall make available a Basic Broadcast Service tier to all subscribers in accordance with applicable law. In accordance with federal law, Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Broadcast Services.

SECTION 5.2 - PROGRAMMING

(a) The Licensee shall use its best efforts to provide a wide diversity of alternative programming options to Subscribers, including, but not limited to, sports programming, public affairs programming, news programming, entertainment programming, and movie programming. The Licensee has offered and shall provide the following Cable Services: 1) all broadcast stations required to be carried by federal law; and 2) Public, Educational and Governmental ("PEG") Access channel(s) required by this Renewal License. The Licensee shall provide written notice to all City Subscribers at least thirty (30) days in advance of any significant programming network changes. Pursuant to the Cable Act, 47 U.S.C. 532 (b) (3), the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee

(b) The Licensee shall provide written notice to all Subscribers at least thirty (30) days in advance of any significant programming network changes.

(c) Pursuant to the Section 612 of the Cable Act, the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee.

SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS

Pursuant to applicable law, upon availability, and if economically feasible, Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive

services. The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by its Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All commercial television signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENT (PEG)

ACCESS CHANNELS AND SUPPORT

SECTION 6.1 – PEG ACCESS CHANNEL

(a) The Licensee shall provide one (1) PEG Access channel for non-commercial use by residents of the City, organizations serving the City and local government officials, designated as the Government Access Channel

(b) The Licensee shall not charge residents of the City, educational authorities, organizations serving the City or local or any other regional governmental entities for non-commercial use of the PEG Access channel. Charges to Subscribers, if any, shall be subject to applicable law(s) and regulation(s).

(c) Said PEG Access Channel shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the City, the Access Corporation and/or PEG Access Users, and shall be subject to the control and management of the Issuing Authority or Access Corporation.

(d) The Licensee shall not move or otherwise relocate said PEG Access channel location once established without advance, written notice to the Issuing Authority and/or the Access Corporation. The City or the Access Corporation shall be responsible for the picture quality of all PEG Access Programming. Rules shall be established by the Licensee in cooperation with the Issuing Authority or its designee regarding PEG Access Programming, priority of use of the PEG Access channel, the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in other FCC rules and regulations), and permitting public inspection of a complete record of names and addressees of all persons or groups requesting time on the PEG Access channel.

SECTION 6.2 – LOCAL PROGRAMMING STUDIO, STAFF AND EQUIPMENT

(a) As of the effective date of this renewal license, the licensee shall have no obligation with regard to Public, Educational and Government (PEG) Access production other than the financial obligations outlined in this article. For the first nine (9) months of this renewal license, the licensee shall continue to provide staffing for the cablecasting of City Council meetings, after which such cablecasting will become the full responsibility of the Issuing Authority.

(b) The Licensee shall continue to provide and maintain its Institutional Network (“I-Net”) operable for video transmission from Westfield Municipal Building, 59 Court Street, Westfield, MA and School Department Central Administration Office, 22 Ashley Street, Westfield, MA. Said I-Net shall be capable of transmitting composite video transmissions.

SECTION 6.3 – PEG ACCESS ANNUAL SUPPORT

(a) In years one (1) through five (5) of this License, the Licensee shall provide an annual payment to the Issuing Authority for PEG Access, equal to two percent (2.0%) of the Licensee's Gross Annual Revenues. In accordance with applicable law, said annual payments shall be used for, among other things, salary, operating and other related expenses connected with Educational Access programming needs of the Westfield Public Schools. In years six (6) through ten (10) of this License, the Licensee shall provide an annual payment to the Issuing Authority equal to two and one-half percent (2.5%) of the Licensee's Gross Annual Revenues.

(b) Said payments shall be made to the Issuing Authority on a quarterly basis on February 15th, May 15th, August 15th, and November 15th based on revenues from the previous calendar quarter. The first and last payment shall be prorated to reflect the term of this Renewal License. All payments made pursuant to this Section may be passed through to City subscribers pursuant to applicable law. Effective January 1, 2009, said annual payment shall increase to two and one-half percent (2.5%) and shall remain subject to the terms and conditions of this paragraph.

(c) The Licensee shall file with each such quarterly payment a statement, as shown in *Exhibit B* herein, prepared by a Finance Employee of the Licensee documenting, in reasonable detail the total of all Gross Annual Revenues derived by the Licensee during the preceding three (3) month period.

SECTION 6.4 - EDUCATIONAL ACCESS AND TECHNOLOGY CAPITAL FUNDING

(a) The Licensee shall provide a PEG Access equipment/facilities capital grant to the City within ninety (90) days of the Execution Date of this Renewal License in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) payable to the City of Westfield.

(b) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the City from the date due at the rate of two percent (2 %) above the Prime Rate

(c) In no event shall said capital payment in paragraph (a) above be counted against any License Fee payment. Said capital payments may be passed through to City subscribers pursuant to applicable law.

SECTION 6.5 - EQUIPMENT OWNERSHIP

The Issuing Authority shall own all equipment purchased with funding pursuant to Section 6.4 supra. The Licensee shall have no obligation to maintain, insure, replace or repair any such equipment.

SECTION 6.6 - PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels.

SECTION 6.7 - EMERGENCY USE

The Licensee shall adhere to the Emergency notification standards as established by the Federal Communications Commission.

SECTION 6.8 - COMMERCIAL ACCESS

The Licensee shall make channel capacity available as required by federal law for commercial access cablecasting to any person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial access channels shall be established by the Licensee in accordance with federal law.

SECTION 6.9 - EDITORIAL CONTROL

The Licensee shall be permitted only to exercise editorial control over programming to the extent permitted by federal law.

SECTION 6.10 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The City agrees that it will not use its designated PEG Access channel, equipment, or other facilities to provide for-profit commercial services that have the effect of competing with the Licensee's business. In addition, any programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the consent of the Licensee.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

(a) The Licensee shall provide and maintain a toll-free 24-hour answering line, which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery.

(d) The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76) as they exist or as they may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES

The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints

regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon written request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(b) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial subscription to Cable Service, of the procedures for reporting and resolving all such complaints.

SECTION 7.3 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et. seq. (*Exhibit D*): 1) notification of its billing practices; 2) notification of services, rates and charges; 3) equipment notification; 4) form of bills; 5) advance billing and issuance of bills; 6) billing due dates, delinquency, late charge and termination of service; 7) charges for downgrading of services; 8) billing disputes; and 9) security deposits. No provisions of 207 CMR 10.00 are waived; however, the Issuing Authority reserves the right to do so.

SECTION 7.4 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES

[SEE G.L.c. 166 §5(h)]

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return, offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable television reception.

SECTION 7.5 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]

Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least thirty (30) days prior to such transposition notify its Subscribers in writing of such transposition and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.

SECTION 7.6 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber upon request a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due.

SECTION 7.7 - SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 7.8 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all applicable federal and state privacy laws and regulations, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

(b) Except as permitted by Section 631 of the Cable Act as amended, neither the Licensee nor its designee nor its employees shall make available to any third party, including the City, information about any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber, unless such notification is otherwise prohibited by applicable law or the court.

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

SECTION 7.9 - MONITORING

Neither the Licensee nor its designee nor the City or its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any 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 user, unless otherwise required by applicable law, provided, however, that the 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, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties 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 the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

SECTION 7.10 - POLLING

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of

the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 7.11 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Section, the Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by the Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who agree to maintain the confidentiality of all such information. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable Communications System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Licensee to be competitively sensitive.

SECTION 7.12 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee’s employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Licensee.

ARTICLE 8
PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

(a) A price schedule for service and installation in effect as of the date of execution of this Renewal License is attached hereto as *Exhibit E*. The Licensee shall provide written notice to all Subscribers at least thirty (30) days in advance of any subscription price increases. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Issuing Authority acknowledges that under the Cable Act, certain costs of Public, Educational and Governmental ("PEG") Access and other franchise requirements may be passed through to the Subscribers in accordance with federal law.

(c) The Licensee may require a deposit or refuse service for a bona fide credit reason. The Licensee may levy reasonable collection charges on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

(d) All prices for Subscriber services shall be published and non-discriminatory. A written schedule of all prices shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

**ARTICLE 9
REGULATORY OVERSIGHT**

SECTION 9.1 - INDEMNIFICATION [SEE G.L.c. 166A §5(b)]

The Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Licensee's construction, operation, maintenance or removal of the Cable Communications System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

SECTION 9.2 - INSURANCE [SEE G.L.c. 166A §5(c)]

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, the Licensee and listing the City as an additional insured, 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 Communications System. 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. The policy shall contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(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). The policy shall contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(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. The policy shall contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein.

SECTION 9.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(k)]

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000) running to the City with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable Communications System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g);
- (3) the indemnity of the City in accordance with G.L.c.166A §5(b); and
- (4) the satisfactory removal or other disposition of the Cable Communications System in accordance with G.L.c. 166A §5(f).

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent, which consent shall not be unreasonably withheld.

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License, the annual License Fee payable to the City shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to G.L.c. 166A§9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the PEG Access Annual Support (Section 6.3), but shall not include the following: (i) PEG Access Capital Support (Section 6.4); (ii) interest due herein to the City because of late payments; and (iii) any other exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by the Licensee to the City pursuant to this Section shall be made payable to the City and deposited with the City Treasurer unless otherwise agreed by the parties.

SECTION 9.5 - REPORTS [SEE G.L.c. 166A §§8 and 10]

(a) The Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for Cable Division use only. In addition, the Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership, which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) As provided by law and applicable regulations, annually the Licensee shall notify the Issuing Authority and the Cable Division, on forms prescribed by the Cable 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.

(c) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]

The License issued hereunder may, after due written notice and hearing in accordance with applicable law, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

- (a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;
- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A;
- (d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;

(f) For failure to complete construction in accordance with the provisions of the Renewal License; and

(g) For repeated failure to comply with any of the material terms and conditions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

(a) 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 this 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 to:

- (i) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
- (ii) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) 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 (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Issuing Authority or its designee 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, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

SECTION 9.9 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A §7]

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefore on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify the Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on the Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed

and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and applicable requirements of federal, state and local laws, including but not limited to Massachusetts General Laws, Chapter 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 general 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. In the event that the Licensee and the Issuing Authority cannot agree on a modification of provisions, the conflict may be decided by a court of competent jurisdiction.

**ARTICLE 10
MISCELLANEOUS**

SECTION 10.1 - SEVERABILITY

If any section, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License or any renewal or renewals hereof.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee 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; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of essential equipment or any other cause or event not reasonably within the Licensee's control.

SECTION 10.3 - NOTICES

(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 Westfield
Attn: Mayor of the City of Westfield
59 Court Street
Westfield, MA 01085

(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: Director of Government & Community Relations
3303 Main Street
Springfield, MA 01107

with copies to:

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

Comcast Cable Communications, Inc.
Attn: Government Affairs
1500 Market Street
Philadelphia, PA 19102

(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 10.4 - 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 without written amendment.

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the date of execution of this Renewal License:

- (a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

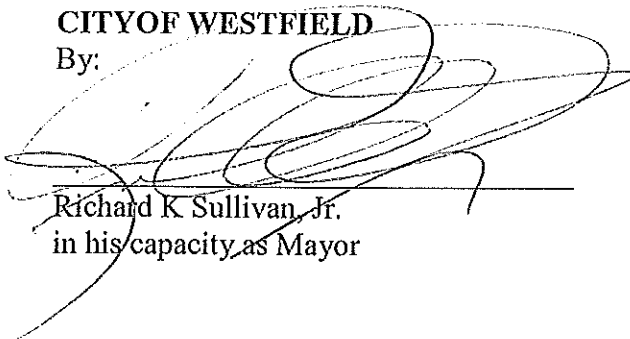
SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the City, the Licensee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 29th DAY OF
March 2004.

CITY OF WESTFIELD

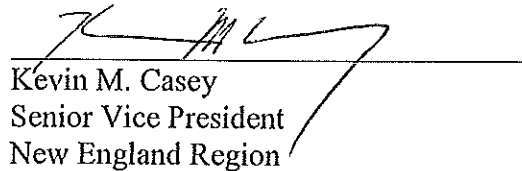
By:



Richard K Sullivan, Jr.
in his capacity as Mayor

COMCAST OF MASSACHUSETTS II, INC.

By:



Kevin M. Casey
Senior Vice President
New England Region

EXHIBIT A

PUBLIC BUILDINGS ON THE SUBSCRIBER NETWORK

Schools:

- 1.
- 2.

Public Buildings:

- 1.
- 2.

EXHIBIT B

GROSS ANNUAL REVENUES REPORTING FORM

CITY OF WESTFIELD, MASSACHUSETTS

OPERATOR: Comcast of Massachusetts I, Inc.

Totals By Subscriber Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Less Bad Debt/ Add subsequently paid Bad Debt	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
Franchise Fee (X%)	\$ [enter % of total]
Franchise Fee Due	\$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

Date: _____

EXHIBIT C

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

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

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

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

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

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

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

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

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

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

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

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

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be

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

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

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

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

(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.

(1) 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.

EXHIBIT D

207 CMR 10.00

10.01: Billing Practices Notice

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

10.02: Services, Rates and Charges Notice

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

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;

- (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (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 5 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.
- (4) 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 Execution 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 Execution 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 therefore.

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.

EXHIBIT E

PRICE SCHEDULE FOR SERVICE AND INSTALLATION CHARGES

See Attached



PRICE Information

Agawam, MA
Granby, MA
Holyoke, MA
South Hadley, MA

Southwick, MA
West Springfield, MA
Westfield, MA

INSTALLATION, SERVICE & Equipment Prices

Installation Charges:	
Installation of cable, never had service before (primary outlet only)	\$ 45.75
Installation of cable, had service before (primary outlet only)	\$ 30.25
Installation/Activation of each additional outlet at time of initial installation	\$ 15.75
Installation/Activation of each additional outlet at any other time	\$ 23.99
Installation of service (no home visit required)	\$ 1.99
Installation of an existing cable outlet	\$ 20.50
Installation of an amplifier at time of initial installation	\$ 15.25
Installation of an amplifier at any other time	\$ 35.75
Installation of VCR/DVD at initial installation	\$ 30.75
Installation of VCR/DVD at any other time	\$ 6.50
Charges & Transaction Fees:	
Check fee	\$ 14.50
Service charge (45 days past due)	\$ 20.00
Service charge (overdue account)	5%
Service charge (requiring a visit)	\$ 15.00
Service charge (via computer, no visit required)	\$ 15.25
Service or High-Definition Upgrade (requiring a visit)	\$ 1.99
Service Upgrade	\$ 15.99

Service computer, not available for High-Definition upgrades) \$ 1.99
 Service charge for Technician visit (1/2 hour minimum)
 Installation of customer's equipment includes all equipment not owned
 by Comcast such as game systems, home theaters, stereos, etc.) \$ 30.75
 Troubleshooting Call \$ 19.99

Equipment Charges (each):	
Standard or Damaged Non-Digital Cable Box	\$ 55.00
Standard or Damaged Digital Cable Box	\$ 215.00
Standard or Damaged High-Definition Cable Box	\$ 375.00
Standard or Damaged Remote Control	\$ 7.19
Standard or RF Bypass Purchase	\$ 10.00
Standard or Amplifier Purchase	\$ 44.50

Service Charges:	
Service Only Cable Box	\$ 2.00
Service Only Digital Cable Box	\$ 5.20
Standard Definition Cable Box	\$ 6.95
Standard Definition Remote Control	\$ 0.30
Standard Definition Protection Plan	\$ 2.30

Standard and premium installations are priced separately. Depending on levels of service or programming
 equipment, additional charges for equipment, time and materials may apply. Prices do not include federal, state
 and local taxes, FCC user and franchise fees and related costs. HDTV capable cable box only available to
 customers in an HDTV capable television set (not provided by Comcast). HDTV signal subject to availability.

COMCAST High-Speed Internet*

Monthly price when purchased with Comcast Cable	\$ 42.95
Monthly price when purchased without Comcast Cable	\$ 57.95
Modem Monthly Rental Fee	\$ 3.00
Ethernet Device Purchase	\$ 49.95
Cable Modem Purchase	\$ 139.00
Compatible cable modems can be purchased through Comcast or select retail locations.	
Basic Installation	\$ 49.95
Premium Installation	\$ 99.95
High-Speed Internet Home Networking — NEW!* (including monthly High-Speed Internet Service)	
Introducing Comcast Home Networking. Connect up to 5 PCs to your High-Speed Internet account.	
Monthly price when purchased with Comcast Cable	\$ 52.95
Monthly price when purchased without Comcast Cable	\$ 67.95
Gateway Lease (monthly)	\$ 5.00

Installation options vary. Call for details.
 * Basic installation limited to standard installation of one existing cable outlet to one cable modem.
 Customer responsible for installation of software, Ethernet device and connection of computer to cable
 modem. Premium installation limited to standard installation of one computer to one data outlet. Ethernet
 modems can be purchased through Comcast or at select retail locations. Additional charges apply for
 Comcast Bundle, Basic Service and Standard Cable.
 * Home Networking terms and conditions apply. Prices vary for non-Comcast cable subscribers.
 Professional installation required. Limit of 5 networked computers per account. Service to equipment other
 than that supplied by Comcast not provided. Computers must be within 150 feet of router, and interfe-
 rence may occur near certain obstacles. For questions about minimum computer requirements and com-
 plete details about the service and prices call 1-800-COMCAST. Taxes and other fees may apply, with the
 actual amount depending on location and services ordered. ©2003, Comcast. All rights reserved.

For more information
 visit us at www.comcast.com
 or call us at 1-800-COMCAST
 (266-2278)

Agawam, Granby, Holyoke, S. Hadley, Southwick,
 W. Springfield & Westfield 1/04



Save a bundle! Get Comcast Digital Cable and High-Speed Internet!

Comcast Bundle Package Includes:

- Digital Cable:** • Standard Cable • Dozens of brand new channels • Hundreds of Movies • Digital Music • International Channels • TV Guide™ Interactive On-screen Program Guide • Access to High Definition Programming • ON DEMAND
- High-Speed Internet:** • High-speed cable internet connection • No dialing up • No busy signals • Up to 7 email addresses

Certain restrictions apply. Services subject to availability. Call Comcast for details about pricing and services.

	Basic Service*	Expanded Basic Service	Standard Cable**	Franchise Related Cost***
Aggravam †	\$4.85	\$37.15	\$42.00	N/A
Granby	\$7.60	\$34.90	\$42.50	N/A
Holyoke †	\$4.90	\$37.60	\$42.50	N/A
South Hadley †	\$4.85	\$37.65	\$42.50	\$0.23
Southwick	\$7.70	\$33.80	\$41.50	N/A
West Springfield †	\$4.95	\$37.05	\$42.00	N/A
Westfield †	\$4.90	\$37.10	\$42.00	N/A

* Any combination of service levels requires the purchase of Basic Service.
 ** The price for Basic Service may include Franchise Related Costs, where applicable.
 *** The price for Standard Cable includes Basic Service and Expanded Basic Service and may include Franchise Related Costs, where applicable.
 † Franchise Related Costs are the costs associated with the cable television license in your community.
 ‡ 10% senior discount on Standard Cable is available to qualified subscribers. Discount is not applied to Franchise Related Cost, where applicable. Restrictions apply.

Comcast Digital Value Packages — All without purchasing a new TV or expensive equipment.

Comcast Digital Classic	Comcast Digital Silver	Comcast Digital Gold	Comcast Digital Platinum
800 America Biography Channel Discovery Home & Learning Discovery Kids ESPN HD ESPN News EWTN CA Independent Film Channel INHD JNH2 NBC National Geographic Channel NESN HD Noggin Syfy The Science Channel The World Network Tribeca Broadcast Network Weather Channel TV Guide™ Interactive Access to Digital TV 45 Channels of Digital Music Access to ON DEMAND subject to availability	ANEONE Premium Pack Choices Digital Plus Digital Classic \$23.95**	ANY TWO Premium Pack Choices Digital Plus Digital Classic \$33.95**	ALL Premium Pack Choices Digital Plus Digital Classic \$46.95**

** Digital or High-Definition cable box, remote and Standard Cable not included in Digital Package pricing. These Digital Packages are the current packages offered. Packages not listed are no longer available. Certain restrictions apply. Service subject to availability.

- A la carte Choices Go**
- HBO
 - Cinemax
 - Showtime
 - The Movie Channel
 - STARZ
 - Service Plus (Non-Digital): Charge for reception of pre service(s) or package on a outlets. (per household)
 - Service Plus (High-Definition): Charge for reception of pre service(s) or package on a outlets. (per household)
 - TV Guide™ Weekly Digest
 - Digital Interactive Program Includes: IPG, Music Choice View (per outlet)

ON DEMAND

- General Entertainment Programming
- HBO, Cinemax, Showtime, TMC, Starz
 - Hollywood Movies
 - New Released Movies
 - Feature Length Adult Programming ... \$10.95

IN DEMAND Pay-Per-View

- New Released Movies ...
- Feature Length Adult Programming ... \$
- Live Sports Events & Concerts ... Prices V:

^The minimum level of cable service charge is BASIC SERVICE. As a cable subscriber, you must purchase BASIC SERVICE to receive other video service offered by the Service, programming and equipment are subject to change. Other applicable rules and regulations apply. Please refer to the important information on the back of the package or on the Comcast website. Pay-Per-View (PPV) service requires the appropriate Cable Modem (CM) and serviceable location. FCC user and licensee fees & local taxes ©2003 Comcast. All

A la carte Choices:

- Premier Pack \$6.95
- BET on Jazz, Bloomberg, Celticvision
- Fox Sports World, Fox Movies
- International Channel, Fuse
- Outdoor Channel, Oxygen, The Speed Channel, Tech TV, Turner Classic Movies, Wisdom

International Channels

- Canales Selecto \$6.95
- Cine Latino
- CNN en Español
- Discovery en Español
- Fox Sports en Español
- MTV Español (Music)
- Supercanal
- Toon Disney en Español
- TVE Internacional
- VH Uno (Music)
- RTN (Russian) \$14.95
- Zee TV (South Asian) \$14.95
- Zhong Tian (Chinese) \$11.95

Premium Pack Choices:

- HBO Pack — Includes: HBO, HBO2, HBO Signature, HBO Family, HBO Comedy, HBO Zone, HBO Latino, HBO HD
- Cinemax Pack — Includes: Cinemax, MoreMAX, ActionMAX, ThrillerMAX, Cinemax HD
- STARZ Pack — Includes: STARZ, STARZ! Theater, STARZ Family, STARZ! Cinema, Black STARZ!, STARZ! HD

Showtime Pack — Includes:

- Showtime, Showtime Too, Showtime Showcase, Showtime Extreme, Showtime Beyond, Flix, Showtime HD

The Movie Channel Pack — Includes:

- The Movie Channel, TMC Xtra, TMC HD