

DTC 07-6

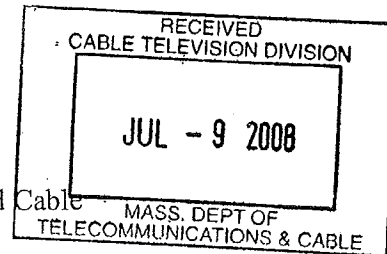


Comcast Cable
676 Island Pond Road
Manchester, NH 03109
www.comcast.com

Via United Parcel Service

July 8, 2008

Ms. Catrice Williams
Secretary of the Cable Television Division
Massachusetts Department of Telecommunications and Cable
Cable Television Division
Two South Station
Boston, MA 02110



RE: Comcast Cable Communications, LLC
Docket No. D.T.C. 07-6
FCC Forms 1240 and 1205
Responses to Record Requests from June 25, 2008 Hearing

Dear Ms. Williams:

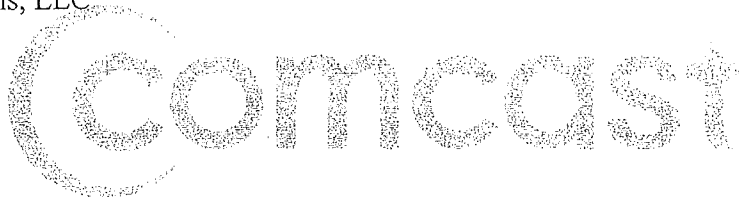
Enclosed are an original and three (3) copies of Comcast's responses to the Record Requests issued by the Department of Telecommunication & Cable, Cable Television Division at the June 25, 2008 Hearing regarding Comcast Cable Communications, LLC's FCC Form 1205 and FCC Form 1240s submitted on November 1, 2007.

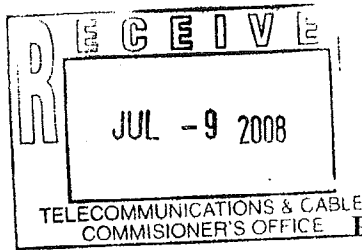
If you have any questions regarding this information, please contact me at 603-695-1468.

Sincerely,

Mark L. Renaud
Director of Regulatory Accounting
Comcast Cable Communications, LLC

/enclosures





Commonwealth of Massachusetts
Department of Telecommunications and Cable
Cable Television Division
Docket No. D.T.C. 07-6
Record Requests of the June 25, 2008 Hearing

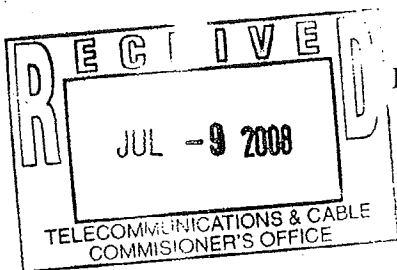
D.T.C. # 07-6
E.X.H. # DTC-Comcast-RR-1
DATE July 9, 2008
H.O. _____

Response of Comcast Cable Communications, Inc.

RECORD REQUEST 1: a) Please indicate whether the channels being moved to digital will be included in the Basic Service Tier. b) How will customers that do not have digital equipment be charged?

RESPONSE:

- a) In the month of July (during the "projected" period of the rate forms currently under review), there will be certain channels currently on the Basic Service Tier that will be changing from analog to digital delivery. These channels will remain part of Basic Service.
- b) Since these digitally-delivered channels will remain part of the Basic Service Tier, all customers will continue to be charged the applicable price for Basic Service. There may be some Comcast customers today that do not have digital equipment and might, therefore, be impacted by this change. If a customer has a television that is already equipped with a digital tuner, the customer will continue to see these channels. Other customers may need to obtain a converter from Comcast or a third party in order to see the digital channels. This development is entirely consistent with past industry and regulatory practice, as some cable customers, equipped with non-cable ready television sets, have traditionally needed to lease a converter to see all of the video services included in the basic service tier. Currently, if a customer subscribes only to the Basic Service Tier, they are eligible for a Basic Only converter for \$1.10 per month.



Commonwealth of Massachusetts
Department of Telecommunications and Cable
Cable Television Division
Docket No. D.T.C. 07-6
Record Requests of the June 25, 2008 Hearing

D.T.C. # 07-60
E.X.H. # DTC-Comcast-RR-2
DATE 7/9/08
H.O. _____

Response of Comcast Cable Communications, Inc.

RECORD REQUEST 2: Please provide information regarding how much money was collected from Medway subscribers for the Studio Access Coordinator. Is it Comcast's intention to refund this money to subscribers?

RESPONSE: The studio position in question was eliminated from the current filing and there is no current collection from subscribers in 2008. Through February 1, 2008 when this collection stopped, the amount collected from Medway subscribers for this line item was approximately \$15,000 per year or \$135,000 over the life of the license.

To the best of my knowledge, there are currently no discussions with the Town on the disposition of any collections from prior periods. Comcast is prepared, however, to resume those discussions. If the matter is not resolved amicably through conversations with the Town (which is our typical means of handling these matters), Comcast is prepared in the future to lower the local MPR by an amount necessary to offset the amounts previously collected for the studio coordinator position. (Comcast would consider doing so even though this approach would encompass a period far predating the current rate review and ordinary refund limitations.) Please note that the price for Basic Service is currently set at \$8.30 below the MPR.



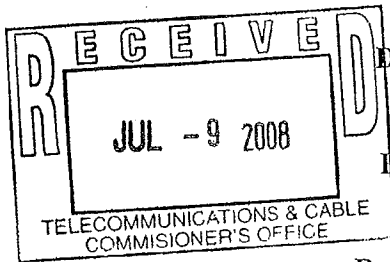
Commonwealth of Massachusetts
Department of Telecommunications and Cable
Cable Television Division
Docket No. D.T.C. 07-6
Record Requests of the June 25, 2008 Hearing

D.T.C. # 07-6
E.X.H. # DTC-Comcast-RR-3
DATE 7/9/08
H.O. _____

Response of Comcast Cable Communications, Inc.

RECORD REQUEST 3: Please describe the percent of revenue being charged to Brockton subscribers, both the license prescribed percentage and the actual percentage charged, including any "fee on fee" or non-subscriber revenue fees.

RESPONSE: On June 1, 2008, Comcast implemented a 4% Franchise Fee on subscriber bill statements in the City of Brockton. At the same time, the Franchise Related Cost ("FRC") line-item was reduced from \$1.07 to \$0.14. Sections 7.1(a) and 7.1(b) of the Brockton Cable Television Renewal License stipulate that the Licensee shall pay 4% of its Gross Annual Revenues to the Issuing Authority beginning with the period from June 1, 2008 through June 30, 2008, with subsequent payments issued on a quarterly basis. Gross Annual Revenues as defined in Section 1.1(25) do not include revenue derived through ad sales, home shopping commissions or "fee on fee."



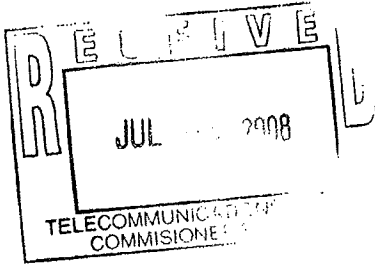
Commonwealth of Massachusetts
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Cable Television Division
Docket No. D.T.C. 07-6
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D.T.C. # 07-6
E.X.H. # DTC-Comcast-RR-4
DATE _____
H.O. _____

Response of Comcast Cable Communications, Inc.

RECORD REQUEST 4: Please provide a reconciliation of the over-collection in Dracut and the credit applied against the capital grant.

RESPONSE: Comcast collected \$0.64 per month from Dracut subscribers from the License inception on December 19, 2006 until the subsequent rate change date of February 1, 2008. The amount of \$0.64 times 13.5 months times the True-Up Period subscribers for Dracut of 9,559 equals \$82,589.76. Monthly I-Net maintenance costs during the same period were \$734 per month for a total of \$9,909. The net amount of \$72,680.76 was put through the FRC Worksheet calculation as a credit (with interest) for the remaining term of the License, yielding a per month per subscriber credit of \$0.11.



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Cable Television Division
Docket No. D.T.C. 07-6
Record Requests of the June 25, 2008 Hearing

D.T.C. # 07-6
E.X.H. # DTC-Comcast-RP-5
DATE 7/9/08
H.O. _____

Response of Comcast Cable Communications, Inc.

RECORD REQUEST 5: a) Please indicate when Comcast plans to implement the new license fee percentage in Fairhaven. b) Please indicate if Comcast is intending to stop collection of the FRC at this point.

RESPONSE: (a) On June 13, 2008, Comcast increased the Franchise Fee percentage from 1.86% to 4.34% on subscriber bill statements in the Town of Fairhaven.

(b) Comcast intends to reduce the FRC in Fairhaven from \$0.64 to \$0.33 on August 1, 2008. Over-collected FRC amounts for the period of June 14, 2006 through July 31, 2008 will total \$70,587 and will be used to offset the \$100,000 in funding required under Section 6.4(f) of the Fairhaven Renewal License. An interim FRC Worksheet Attachment 6B is provided as Exhibit 1.

Exhibit 1

COMCAST
NorthCentral Division
Franchise Related Costs (Attachment 6 - Projected Period)
02/01/2009 Rate Setting

Fairhaven

NOT YET COMPLETE - PENDING DTC RATE ORDER

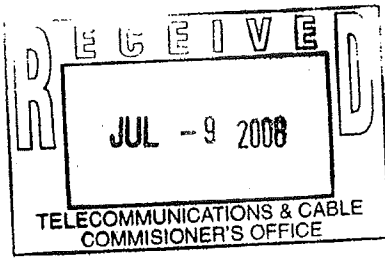
Rate Implementation Date - 02/01/09
 Contract Date: 05/19/08
 Renewal Date: 05/18/18

Date of Payment	Payment Amount	Annual Cost of Money	Monthly Cost of Money	Years Term of Contract	Months Since Payment	Principal Value @ 02/01/09	Months Renewal To 02/01/09	Months Term of Pass Through	Monthly Payment To Recoup	True-up Subscribers	Monthly Payment Per Sub	Comments
05/19/08	\$0	11.25%	0.94%	10	0	\$0	114.5	5.5	\$0	6,181	\$0.00	
05/19/08	\$0	11.25%	0.94%	10	0	\$0	114.5	5.5	\$0	6,181	\$0.00	
02/01/09	\$0	11.25%	0.94%	10	0	\$0	114.5	5.5	\$0	6,181	\$0.00 (A) True-up (6/14/06 - 8/1/08)	
Total Payments with Cost of Capital												
05/19/08	\$0	0.00%	0.00%	10	0	\$0	0	12	\$0	6,181	\$0.00	
05/19/08	\$0	0.00%	0.00%	10	0	\$0	0	12	\$0	6,181	\$0.00	
05/19/08	\$0	0.00%	0.00%	10	0	\$0	0	120	\$0	6,181	\$0.00	
Total Payments without Cost of Capital												
05/19/08	\$2,941	N/A	0	10	0	\$2,941	0	12	\$245	6,181	\$0.04 (A) \$10,000 Annual PEG Funding	
05/19/08	\$21,518	N/A	0	10	0	\$21,518	0	12	\$1,793	6,181	\$0.29 I-Net Maintenance 22 miles @ \$978.10 - \$21,518	I-Net may be reduced in size
06/19/08	\$0	N/A	0	10	0	\$0	0	12	\$0	6,181	\$0.00	
Annual Payments												
						\$24,459			\$2,038		\$0.33	
07/01/08	(294.57)	11.25%	0.94%	1	0	(\$295)	0	12	(\$26)	6,181	(\$0.00)	
Subscriber True-up												
											\$0.33	Per Subscriber
Total FRC												
											\$2,012	

TRUE-UP RELATED TO SUB VARIATION

	Monthly Recovery	FRC Subscribers	FRC Per Subscriber	Months	FRC Recovery
2006 Projected Period	4,022	6,117	0.6575	7	28,154.00
Actual 7/07 - 1/08	4,719	6,181	0.6575	7	28,448.57
2007 Projected Period	3,976	6,181	0.6433	5	19,880.00
Actual 2/08 - 6/08	3,976	6,181	0.6433	5	19,880.00
True-up					294.57

NOTE (A): Original True-up amount of \$70,687 used to offset \$100,000 in annual grants under Section 6.4(f). FRC reduced to \$0.33 for August 1, 2008.



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Cable Television Division
Docket No. D.T.C. 07-6
Record Requests of the June 25, 2008 Hearing

D.T.C. # 07-6
E.X.H. # DTC-Comcast-RR-6
DATE 7/9/08
H.O. _____

Response of Comcast Cable Communications, Inc.

RECORD REQUEST 6: Please provide further clarification of how FRC costs are treated in the former Adelpia communities. Please explain the significant difference between True Up Period 2 and the Projected Period.

RESPONSE: For each of the former Adelpia communities that renewed prior to the Projected Period, Comcast included, as part of its FCC Form 1240 filings of November 1, 2007, an attachment (Attachment 5C) which provided specific details of the methodology used to prepare the Franchise Related Cost ("FRC") entries into the Form for True Up Period 1, True Up Period 2 and the Projected Period. Attachment 5C was provided in conjunction with the usual FRC Worksheet attachments in order to summarize the Form 1240 entries that affected the FRCs as they transitioned from the old license requirements to the renewal license requirements.

In general, for each of the renewal communities, Comcast first identified the FRC amounts that were embedded under the license in effect during 1993. Since all of the renewals occurred during True-up Period 2 or the Gap Period, the entries for True Up Period 1 consist of either embedded costs only or embedded costs plus any remaining unamortized amounts that Adelpia had been including in Worksheet 7 of the Form.

Three (3) of the communities renewed during True Up Period 2. In these instances, the embedded costs were continued for the appropriate number of months until the renewal date, at which point they were replaced by the renewal costs for the remainder of the period. An accounting summary of True-up Period 2 appears at the lower right hand corner of Attachment 6A reconciling the amounts entered into Line 717 of the Form. The Projected Period consists entirely of the renewal costs.

Four (4) of the communities renewed during the Gap Period. In these instances, the embedded costs continued through the entirety of True Up Period 2 and were entered into the Form as such. The Projected Period, again, consists entirely of the renewal costs.

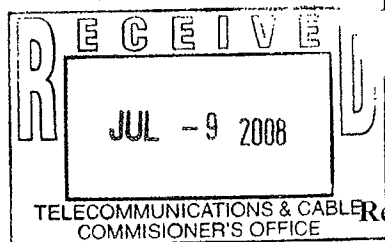
Significant differences occur between True Up Period 2 and the Projected Period in several communities due to the disparity in license obligations between the previous license and the renewal. In these communities, studio operation is now funded through an access fee percentage collected as a separate line-item on subscriber bill statements. Since the Company no longer operates a studio, the substantial amounts for operating expense do not continue into the Projected Period. Depending on the community, I-Net maintenance costs and increased PEG capital can also create a significant difference between the two periods.

**Commonwealth of Massachusetts
Department of Telecommunications and Cable
Cable Television Division
Docket No. D.T.C. 07-6
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Response of Comcast Cable Communications, Inc.

RESPONSE TO RECORD REQUEST 6 (cont.)

The communities for which Comcast followed this methodology include Essex, Gloucester, Manchester by the Sea, Marshfield, Merrimac, Rockport and Salisbury.



Commonwealth of Massachusetts
Department of Telecommunications and Cable
Cable Television Division
Docket No. D.T.C. 07-6
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D.T.C. # 07-6
E.X.H. # DTC-Comcast-PR7
DATE 7/9/08
H.O. _____

Response of Comcast Cable Communications, Inc.

RECORD REQUEST 7: Please provide evidence of how the additional converters for digital service are shown on rate cards and customers' bills.

RESPONSE: Comcast's rate cards are designed to show non-promotional, non-package prices. The monthly lease rate for a digital converter box is \$3.70, with the accompanying remote control device set at \$0.25. In addition, a digital additional outlet service charge of \$5.00 may apply. Each component is shown separately on the Rate Card. The price of the digital cable box and remote control device are listed in the section labeled Installation, Service & Equipment. The Digital Additional Outlet Service Charge is listed in the "A La Carte Choices" section.

Typically, what would show on a customer's bill would be one line item for a "Digital Additional Outlet" for the combined price of \$8.95 (\$3.70 + \$0.25 + \$5.00), with an itemization below outlining the three items just described.

Currently, the price of our "Digital Starter" package includes a discounted converter box at \$1.70 per month, or a \$2.00 per month savings. This same discount applies to multiple converter boxes. This discounted box price is not shown on our rate cards, as promotional rates are not usually listed on the rate card.

Attached as Exhibit 2 is an example of a rate card showing the charges described above. Additionally, attached as Exhibit 3 is an example of a customer bill showing the promotional charge for a Digital Additional Outlet of \$6.95 with the itemization of the components of the discounted box price of \$1.70, the remote control device of \$0.25 and the Digital Additional Outlet Service Charge of \$5.00 listed below.

Exhibit 2

Exhibit 3

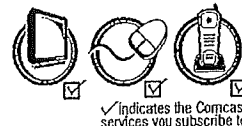
BOX 6505 CHELMSFORD MA 01824-0000
8773 1000 JW RP 03 05042008 NNNNNY

TAUNTON MA 02780-1956



May 03, 2008

Statement of Service



Account no.

Contact us

Online at www.comcast.com/support

Email or Live Chat: www.askcomcast.com/ne

Call 24 Hours a Day, 7 days a week

For Customer Care: 1-800-COMCAST

(1-800-266-2278)

Have you forgotten your payment? We had not received it as of the date this statement was printed. If payment has already been made, thank you.

Demand more at Comcast

Now start watching an On Demand program in one room and finish watching in another room with Comcast Digital Cable! Go to the On Demand menu, select Saved Programs and the program you want to watch. More information go online at Comcast.com/AnyRoom.

Please ask us about our convenient and easy automated payment methods.

The FTC and the FCC established a National Do Not Call Registry to prevent unwanted telephone solicitations. You may add your number to the Registry or remove it by calling toll-free from your home phone number to 888 382-1222 or online at <http://www.donotcall.gov>.

Summary *See the back for details*

Billed from 05/08/08 - 06/07/08

Previous balance	\$178.44
Payments received	0.00
Unpaid balance	\$178.44
Comcast Bundled Services	129.99
Comcast Cable Television	28.32
Comcast High Speed Internet	3.00
Comcast Digital Voice	2.78
Taxes, surcharges, and fees	5.19

Total due by 05/15/08 \$347.72

You've Saved \$67.06 This Month On Select Comcast Packages

Visit us on the web at www.comcast.com

Payment options

PayDirect™ Visit www.comcast.com/payonline or call 1-800-COMCAST any time to set up payments directly from your bank account or credit card.

Check Detach this coupon and send it together with your check made payable to Comcast in the enclosed envelope. Write your account number on your check.

Credit Card Call 1-800-COMCAST to pay your balance by VISA or major credit card.



877310001008268900347724

May 03, 2008

Acct no.

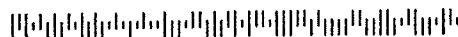
TAUNTON MA 02780-1956

Total due by 05/15/08 \$347.72

Amount you are enclosing: \$

Please allow 5-7 days for processing payments.

COMCAST
PO BOX 1577
NEWARK NJ 07101-1577



May 03, 2008

page 2 of 3

Account no. [REDACTED]



Charge details

		Previous balance	\$178.44
		Comcast Bundled Services	\$129.99
5/8	- 6/7	Dig/cable/Internet Phone	129.99
		Special 12 Month Promotion Includes: Comcast Digital Starter - Digital Classic, Preferred, Music Choice, HBO, HBO Plex, STARZ, STARZ Plex, Interactive Program Guide, Comcast High-Speed Internet, Comcast Digital Voice - Unlimited Local/Ld Calling	
		YOU'VE SAVED \$67.06 THIS MONTH ON THIS COMCAST PACKAGE.	
		Bundled Services monthly charges	\$129.99
		Comcast Cable Television	\$28.32
5/8	- 6/7	Add'l Digital Outlet(s):	6.95
		With Digital Starter Includes Digital Box - \$1.70, Remote - \$0.25, Digital Access - \$5.00.	
5/8	- 6/7	DVR Service	12.95
5/8	- 6/7	Franchise Related Cost	0.47
		(Cost Associated With Local Access Programming, Facilities, Equipment Or Other Related License Requirements)	
5/8	- 6/7	Sports Entertainment Pack	7.95
		Cable Television monthly charges	\$28.32
		Comcast High Speed Internet	\$3.00
5/8	- 6/7	Leased Internet Modem	3.00
		High Speed Internet monthly charges	\$3.00
		Comcast Digital Voice	\$2.78
		Domestic Calls	0.00



Comcast Digital Voice (cont.)

Operator Svcs/dir Asst.	1.98
Per-call charges	\$1.98
Univ. Connectivity Chg.- Recurring	0.80
Tot. Univ. Connectivity Chg.	\$0.80



Taxes, surcharges and fees \$5.19

Cable Television	
State Sales Tax	0.03
Access Fee	3.36
FCC Fee	0.06
Franchise Fee	0.16
Internet	
State Sales Tax	0.15
Digital Voice	
911 Fee(s)	0.75
State Sales	0.68
Per-call Taxes	0.00
Total due by 05/15/08	\$347.72



Important Account Information



FCC Digital Broadcast Transition Customer Notification

Due to the Nation's changeover to digital broadcasting, after February 17, 2009, a TV with only an analog broadcast tuner will require a converter box to receive broadcast channels over-the-air.

As a Comcast cable customer, this switch should not affect you, unless you have a TV that is not connected to cable.

If you do, visit www.dtv2009.gov or 1-888-DTV-2009 for information on subsidized converter coupons or contact www.dtv.gov or Comcast (at www.comcast.com/dtv or 1-800-COMCAST) to learn about your options.

The change will not affect how your analog TV functions with lower power broadcast channels, gaming consoles, VCRs or DVD players.

Hearing / Speech Impaired Call 711 for Customer Service

Moving? Call 1-800-COMCAST

sc480092

May 03, 2008

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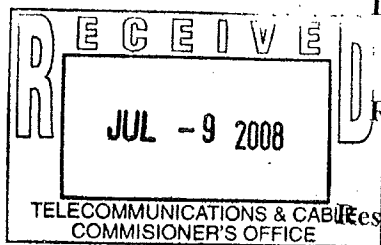
Account no. [REDACTED]

8773 1000 JW RP 03 0019949 05042008 NNNNNY

Important Account Information (cont.)

QUESTIONS ABOUT YOUR BILL OR SERVICE? Call Comcast at 1-888-633-4266 24 hours a day, 7 days a week with any question about your bill or problems with your Cable Television service. Billing disputes must be received within six (6) months from the due date of this bill. After you have contacted us, if you are not fully satisfied with our resolution of a problem with your Cable Television service or, if you have a complaint regarding our Cable Television rates, you may contact the MA Department of Telecommunications and Cable - Consumer Division, 1 South Station, Boston, MA. 02110. 1-617-305-3531 or Toll Free 1-800- 392-6066. The local Franchise Authority for Cable Television service is the MA Department of Telecommunications and Cable, at the above address. The FCC ID for your town is:MA0144.





Commonwealth of Massachusetts
Department of Telecommunications and Cable
Cable Television Division
Docket No. D.T.C. 07-6
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D.T.C. # 07-6
E.X.H. # Danvers-Comcast-R
DATE 7/9/08
H.O. _____

Response of Comcast Cable Communications, Inc.

DANVERS RECORD REQUEST 1: Please clarify the difference between current and prior I-Net costs.

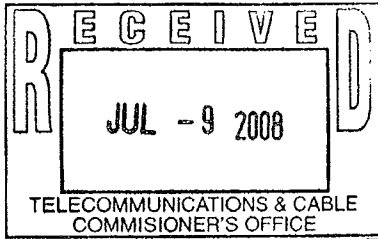
RESPONSE: The Institutional Network ("I-Net") constructed under Section 3.2 of the Danvers Renewal License is a 45.5 mile fiber-optic network (BFN) that was to be completed by October 2002. I-Net maintenance for this advanced type of network is \$482 per mile per year for an annual total of \$21,931. This new construction replaced a 45 mile coaxial I-Net built during the term of the earlier December 23, 1985 License. I-Net maintenance for this older architecture is currently calculated at \$978.10 per mile per year. For its Franchise Related Cost ("FRC") calculations, Comcast identifies a portion of this cost as embedded because the I-Net was in existence at the time of rate regulation (1993). The embedded cost is \$815.98 per mile per year for an annual total of \$36,719.

The final cost to construct this new BFN I-Net was \$496,000. This amount exceeds the embedded capital, the embedded I-Net maintenance costs and the incremental pass through allowed under Section 3.2(u). Please see attached Exhibit Danvers 1 for an illustration of the amount of this cost that we are currently not collecting.

Exhibit Danvers 1

Comcast
NorthCentral Division
Reconciliation of Franchise Related Costs
(For Discussion Purposes)

	<u>Total Cost</u>	<u>Months</u>	<u>Subscribers</u>	<u>Monthly Cost</u>	<u>Monthly Pass-Through</u>	<u>Notes:</u>
<u>New License Costs:</u>						
Capital (Construction Costs)	496,000	120	8,472	6,911	0.82	Monthly Cost includes interest.
<u>I-Net Maintenance:</u>						
Cost per Mile	482.00					
# of Miles	45.5					
Total	<u>21,931</u>	12	8,472	1,828	0.22	
Total New License Costs					<u>1.03</u>	
<u>Embedded Costs:</u>						
Capital	101,667	120	8,472	847	0.10	
<u>I-Net Maintenance:</u>						
Cost per Mile	815.98					
# of Miles	45					
Total	<u>36,719</u>	12	8,472	3,060	0.36	
Total Embedded					<u>0.46</u>	
Total Current Incremental Pass-Through					<u>0.34</u>	License Section 3.2 limits Pass-Through to \$0.34 per subscriber
Net amount of Franchise Related Costs not passed through to subscribers					<u>0.23</u>	Total New License Costs less Embedded less Current Incremental Pass-Through



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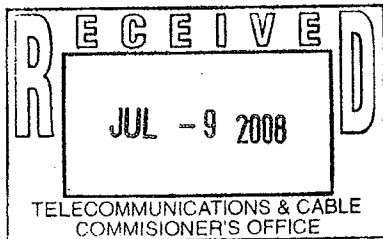
D.T.C. # 07-6
E.X.H. # Danvers-Comcast-PR-2
DATE 7/9/08
H.O. _____

Response of Comcast Cable Communications, Inc.

DANVERS RECORD REQUEST 2: Please explain the \$101,667 Prior Capital amount in the FRC calculation.

RESPONSE: "Prior Capital" refers to capital amounts embedded in the BST rate under the license agreement in effect at the time of rate re-regulation (1993). Under the terms of the Franchise Related Cost Settlement Agreement ("FRC Agreement"), embedded capital cost for Danvers was calculated as follows: Capital amounts from the December 23, 1985 License were \$105,000 in access equipment under Section 14 and \$200,000 to construct a studio and equip a mobile production van under Section 15. The total of \$305,000 was pro-rated for the difference in the length of term between 1985 License (15 years) and the Renewal (10 years). Total capital equivalent for the new ten year term is \$203,333. Since the Company owned, insured and maintained the facilities and equipment, only 50% of the capital equivalent was to be considered embedded ($\$203,333 \times 50\% = \$101,667$).

The final cost to construct the new BFN I-Net required by the Renewal License was \$496,000. This amount exceeds the embedded capital, the embedded I-Net maintenance costs and the incremental pass through allowed under Section 3.2(u). Please see attached Exhibit Danvers 1 for an illustration of the amount of this cost that we are currently not collecting.



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Department of Telecommunications and Cable
Cable Television Division
Docket No. D.T.C. 07-6
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D.T.C. # 07-6
E.X.H. # Somerset-Comcast-RR-1
DATE 7/9/08
H.O. _____

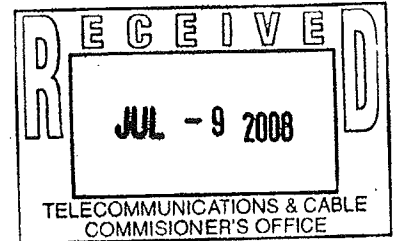
Response of Comcast Cable Communications, Inc.

SOMERSET RECORD REQUEST 1: Please explain how the movement of the Portuguese Channel to digital will be handled for customers that don't have a cable box.

RESPONSE: To the best of my knowledge, we have no definitive plans to change the Portuguese Channel to digital-delivery at this time. If the Town has received a communication to the contrary, we would like to get a copy of whatever was received so that we may explore further.

Comcast continually reviews its channel line-up offerings and delivery options for a variety of business reasons. Digital delivery promises substantial benefits to our customers relative to analog delivery. These benefits make it likely that Comcast's existing analog services will increasingly migrate to digital delivery. Although I am unaware of any definitive plans regarding the Portuguese Channel in Somerset, we must reserve the right to make future changes

Commonwealth of Massachusetts
Department of Telecommunications and Cable
Cable Television Division
Docket No. D.T.C. 07-6
Record Requests of the June 25, 2008 Hearing



Response of Comcast Cable Communications, Inc.

SPRINGFIELD RECORD REQUEST 2: Please provide more details as to how the WGBY \$75,000 figure was determined. Please provide specific documents in support of that number.

RESPONSE: WGBY and Comcast's predecessors -- Continental Cablevision and MediaOne -- had a contractual relationship, whereby WGBY provided production services and facilities in exchange for a cash contribution. Additionally, WGBY provided non-commercial programming to be cablecast on Springfield system's local programming channel, the Valley Channel. Finally, the parties co-produced some local programming, such as debates and community forums. This relationship was tied directly to the cable license with the City of Springfield.

The \$75,000 figure at issue was determined by the contract. Attached as Exhibit Springfield 1 is a copy of the 1994 Amendment to Agreement For Production And Ancillary Services And Facilities Usage. Section F of the 1994 Amendment outlines the \$75,000 cost to the cable operator. Although the 1994 Amendment was signed directly by the cable operator and WGBY, please note that subsection G expressly calls for the "license issuing authority" (i.e., the City of Springfield) to resolve disputes between the cable operator and WGBY.

Attached as Exhibit Springfield 2 is a 1997 letter from Continental Cablevision to WGBY outlining the continuation of the contract. Attached as Exhibit Springfield 3 is a letter from *WGBY to the City of Springfield* reiterating the continuation of that contract. Please note that the letter from WGBY to the City of Springfield expressly acknowledges that the working relationship "was originally crafted as part of the first franchise agreement ... [with] the City of Springfield" and provides that the commitment will continue "during the term of [the cable operator's] license with the City of Springfield."

D.T.C. # 07-6
E.X.H. # Springfield-Comcast-2P
DATE 7/9/08
H.O. _____

Exhibit Springfield 1

1994 AMENDMENT TO
AGREEMENT FOR PRODUCTION AND
ANCILLARY SERVICES AND FACILITIES USAGE

APRIL 20 - DECEMBER 31, 1994

This is an agreement by and between Continental Cablevision of Western New England, Inc., a Delaware corporation having an office at 1127 Main Street, Springfield, MA (CCWNE), and WGBY Channel 57, a Massachusetts association having a principal office at 44 Hampden Street, Springfield, MA, and WGBH Educational Foundation, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through said WGBY/Channel 57, the latter two parties being hereinafter referred to collectively as "WGBY". Now, therefore, in consideration of these presents it is agreed by and between CCWNE and WGBY as follows:

A. FINISHED PROGRAMS

1. Commencing April 20, 1994, WGBY shall continue to produce programs in accordance with the outline attached as Exhibit A, which sets forth WGBY's production and producing responsibilities. It is agreed the final number of programs will be subject to changes in program format requested from time to time by CCWNE. It is further agreed that WGBY has no specific responsibility for a final number of programs produced directly by CCWNE other than to meet the agreed upon maximum numbers of such programs produced, and that all programs will be produced in calendar year 1994.
2. In addition, WGBY agrees that each of the programs to be provided will be exactly 29 minutes in length, leaving an additional one minute black segment for commercial breaks to be provided by CCWNE and shall meet the minimal format requirements set forth in Exhibit B.
3. WGBY agrees to produce one generic - 30 second promotion master tape for each specific series. This should happen at the same time as the shooting and/or editing of each program and should reflect both the content of that installment and the production style of the series; e.g. host and guests on set with standard set, lighting cues, and logo key or signage. WGBY agrees to produce one :30 or :60 master open for each show using studio and EFP footage that reflects the content and production style of the series in accordance with the outline attached as Exhibit C.
4. In addition since WGBY is responsible for the delivery of programs over which it may not have content control nor be in a position to provide the necessary elements for timely production, it is agreed that the cancellation by CCWNE of any individual program within a series exceeding 10% of the agreed upon total number of programs in that series will cause a reduction of the number of individual programs which

cablecast "The Diploma Connection" on a schedule as close to WGBH's transmission to WGBY as possible.

4. Both parties agree to jointly promote this venture using print and video resources at their disposal.

D. FACILITIES

1. Commencing April 20, 1994, WGBY will make available to CCWNE Studio A in its premises at 44 Hampden Street, in Springfield, for six (6) days over a period of the agreement ending December 31, 1994. These days are for the purpose of production preparation and new set design only. These six days may be used in any configuration as long as such use does not interfere with standard local programming as produced on a regular basis by WGBY and is scheduled in accordance with this amendment.
2. CCWNE agrees that it shall not produce spot commercial advertisements using Studio A. CCWNE may originate commercial playback for live and tape productions taking place in any of the WGBY studios being used by CCWNE. Any such program material produced on the WGBY premises by CCWNE or by WGBY for CCWNE may be marketed by CCWNE.
3. WGBY agrees to provide storage for all set pieces, graphics and props which support the local origination programming being produced under this agreement.

E. PERSONNEL

1. WGBY agrees to provide graphic support for the local origination programming under this agreement.
2. It is agreed that WGBY and CCWNE will continue to operate internship programs in a manner consistent with previous years.

F. PAYMENTS BY CCWNE

1. For the full and faithful performance or observance of all of the agreements and obligations herein contained CCWNE will pay WGBY the sum of seventy-five thousand dollars (\$75,000) which sum shall be payable in an initial installment of twenty-five thousand dollars (\$25,000) and eight (8) equal monthly installments commencing May 1, 1994 and ending December 1, 1994 in the amount of six thousand two hundred fifty dollars (\$6,250). Said installments shall be paid upon receipt by CCWNE of an invoice from WGBY.

G. REVIEW

It will be the continuing responsibility of the WGBY Production Manager and the designated CCWNE official to evaluate the effectiveness of this cooperative arrangement. Recommended modifications will be reviewed and approved by the General Manager of WGBY and the District Manager of CCWNE. It is contemplated that this cooperative arrangement between the two parties will remain in force and effective for the term of CCWNE's initial license with the City of Springfield subject to WGBY's reasonable performance in providing the programming and personnel support services described in this agreement and any amendments hereto. It is further understood that at the end of the first year and at the end of each subsequent year of the renewal of this agreement, the terms of the agreement shall be reviewed by the parties and changed, if necessary, to assure maximum local programming benefits to CCWNE customers. Should the parties be unable to reach agreement as to any material changes proposed by either of them, the parties shall each designate a representative to meet with the license issuing authority (or his designee) to resolve such differences. The decision of these representatives with respect to the matter in dispute will be binding upon the parties. In the event of any termination or revocation of the license issued to CCWNE, CCWNE or WGBY may cancel this agreement upon one (1) month written notice to the other without further liability hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as an instrument under seal the day and year first above written.

WITNESS:

William R. Rhodes

WGBY - CHANNEL 57

By

Sam Bern

Date

26 April 1994

WITNESS:

Joseph B. Lugg

CONTINENTAL CABLEVISION OF
WESTERN NEW ENGLAND

By

Thomas J. Kuen

Date

4/27/94

Exhibit Springfield 2



**Continental
Cablevision®**

April 25, 1997

Ms. Deborah Onslow
General Manager
WGBY 57
44 Hampden Street
Springfield, MA 01103

Re: *Revised Agreement*

Dear Deborah:

During the last fifteen years, Continental Cablevision and WGBY 57 have benefited from an agreement for a variety of production services that has created terrific synergy. This relationship has proven to be valuable to both parties in meeting their community programming commitments and financial goals.

In the coming years, Continental Cablevision will continue to work closely with WGBY in the following ways:

- WGBY will provide production services and facilities for Continental's unique local programming channel, the so-called "Valley Channel", by providing studio space, equipment and necessary personnel at competitive rates.
- WGBY will provide non-commercial programming licensed for cablecasting during a non-commercial programming time block on the Valley Channel.
- WGBY and Continental Cablevision will seek to co-produce mutually beneficial programming such as debates, community forums and general entertainment programming.

In exchange for these services, Continental will commit to spend a minimum of \$75,000 in 1997 and 1998 and annually thereafter during the term of its license with the City of Springfield, so long as the Valley Channel continues to produce local programming for Continental's customers in the Springfield cable system.

Riverbend Business Park • 6 Campanelli Drive • Andover, MA 01810-1095 • Telephone (508) 683-5500
Fax (508) 683-6631 • Engineering Fax (508) 683-6681 • Legal Fax (508) 683-7057 • Marketing Fax (508) 683-8379


Deborah Onslow

April 25, 1997

Page 2

Our relationship has provided Springfield's cable viewers with exclusive, high-quality programming, unique to the needs of the community. We look forward to continuing our relationship through the coming years, to maintain our role as a leader in communications and entertainment and to demonstrate our ongoing commitment to education and public affairs programming.

Very truly yours,


John S. Foulhy
Corporate Counsel

/jk

cc: Gary Shepard, City of Springfield
Michael Walsh, Esq.

Exhibit Springfield 3



Deborah Onslow
General Manager

May 20, 1997

Mr. Gary Shepard
Director of Economic Development
City of Springfield
City Hall
Springfield, Massachusetts 01103

Dear Gary:

This will confirm that WGBY/57 and Media One (formerly known as Continental Cablevision) have agreed to continue their working relationship that was originally crafted as part of the first franchise agreement between them and the City of Springfield. It is as follows:

- WGBY will provide production services and facilities for Media One's unique local programming channel (a.k.a. the Valley Channel) by providing studio space, equipment and personnel at competitive rates.
- WGBY will provide non-commercial programming licensed for cablecasting during a non-commercial programming day part on the Valley channel.
- WGBY and Media One will seek to co-produce mutually beneficial programming such as debates, community forums and general entertainment programming.

In exchange for these services from WGBY, Media One will commit to spending a minimum of \$75,000 in 1997 and 1998 and annually thereafter during the term of its license with the City of Springfield so long as the Valley Channel continues to produce local programming for Media One's customers on the Springfield cable system.



Mr. Gary Shepard
City of Springfield
page two

WGBY remains open to providing additional services to either Media One or to the City of Springfield so that both organizations can achieve their goal of providing the best cable service possible to city residents.

Please call me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Debby".

Deborah Onslow