

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO  
COMCAST OF MASSACHUSETTS II, INC.**

**WESTFIELD, MASSACHUSETTS**

**MARCH 20, 2020**

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## **AGREEMENT**

This Cable Television Renewal License entered into by and between the Mayor of the City of Westfield, Massachusetts, as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts II, Inc. ("Comcast" or the "Licensee").

## **WITNESSETH**

WHEREAS, the Issuing Authority of the City of Westfield, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the City of Westfield; and

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626 of the Cable Act, in order to (1) ascertain the future cable related community needs and interests of Westfield, and (2) review the performance of Comcast and its predecessors during its then-current license term, and

WHEREAS, the Issuing Authority and Comcast engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for Comcast's continued operations and maintenance of its Cable Television System in the City of Westfield.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

#### **SECTION 1.1 - DEFINITIONS**

For the purpose of this Renewal License, the following words, terms, phrases and their derivations and abbreviations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Westfield resident and/or any Persons affiliated with a Westfield institution to use designated Public, Education and Government ("PEG") facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational, institutional and/or similar organizations.

(3) Access Provider: The entity, designated by the Issuing Authority from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.

(4) Basic Service: shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(5) CMR: The Code of Massachusetts Regulations.

(6) Cable Act: shall mean the 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) and as may be further amended.

(7) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(8) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(9) City: The City of Westfield, Massachusetts.

(10) City Solicitor: The City Solicitor of Westfield, Massachusetts.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Department or DTC: shall mean the Massachusetts Department of Telecommunications and Cable established by Chapter 25C, Section 7 of the Massachusetts General Laws ("M.G.L.") and Chapter 19 of the Acts of 2007 or its successor.

(14) Department of Public Works ("DPW"): The Department of Public Works of the City of Westfield, Massachusetts.

(15) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(16) Drop or Cable Drop: The coaxial cable that connects a home or building to the subscriber Network or Video Return Line.

(17) Educational Access Channel: A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority, educational institutions and/or the Access Provider to present non-commercial educational programming and information to the public.

(18) Effective Date of Renewal License (the "Effective Date"): March 20, 2020.

(19) FCC: The Federal Communications Commission, or any successor agency.

(20) Government Access Channel: A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or his or her designees for the presentation of non-commercial programming and/or information to the public.

(21) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to



Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

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

(23) Issuing Authority: The Mayor of the City of Westfield, Massachusetts.

(24) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

(25) License Fee or Franchise Fee: The payments to be made by the Licensee to the City of Westfield and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(26) Licensee: Comcast of Massachusetts II, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(27) Normal Business Hours: Those hours during which most similar businesses in Westfield 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.

(28) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(29) Outlet: An interior receptacle that connects a television set to the Cable Television System Subscriber-owned equipment to the Cable System.

(30) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

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

(32) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

(33) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(34) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(35) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider for use by, among others, Westfield residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

(36) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

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

(38) Return Path: A channel over which Signals travel from an authorized location to the Cable System Headend.

(39) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

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

(41) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(42) State: The Commonwealth of Massachusetts.

(43) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, Cable Television System.

(44) Subscriber Network: The 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(45) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(46) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(47) User: A Person utilizing the Cable Television System, including all related facilities for the purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(48) Video Programming or 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**

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Mayor of the City of Westfield, Massachusetts, as the Issuing Authority of the City, hereby grants a nonexclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the City of Westfield.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all City, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Westfield within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has an easement or right-of way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the City of Westfield. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any applicable regulations of the City and any special laws or City by-laws and/or regulations enacted hereafter.

## **SECTION 2.2 - TERM OF RENEWAL LICENSE**

The term of this Renewal License shall be for a five (5) year term, commencing on March 20, 2020 and expiring on March 19, 2025, unless sooner terminated as provided herein.

## **SECTION 2.3 - NON-EXCLUSIVITY OF RENEWAL**

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses or other authorizations to other Cable Service providers or wireline based video service providers within the City for the right to use and occupy the Public Ways or streets within the Issuing Authorities jurisdiction. If any such additional or competitive license or other authorization is granted by the Issuing Authorities which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this Renewal License, including, but not limited to: franchise fees; payment schedules, insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television license or other authorization is filed with the Issuing Authority, proposing to serve the City, in whole or in part, the Issuing Authority shall serve 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 within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) or other authorization shall be on equivalent terms and conditions as those contained in this Renewal License.

(d) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L.c. 166A and applicable regulations promulgated thereunder.

(e) In the event that Licensee believes that any additional license(s) or other authorization has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within

not more than thirty (30) days of receipt of a hearing request from Licensee. Along with said written request, Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any such additional license(s) or other authorization are on terms more favorable or less burdensome than those contained in this Renewal License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(f) Should Licensee demonstrate that any such additional license(s) or other authorizations have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License within a reasonable time.

(g) In the event that Licensee demonstrates that an existing or future Cable Service provider or wireline based video service provider in the City has been provided relief by the Issuing Authority from any obligation of its license, then Licensee shall be awarded an equivalent amount of relief from the material obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. License shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any existing or future service providers in the City have been provided relief by the Issuing Authority from any obligation of its cable television license or other similar lawful authorization. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested to justify its belief; provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

(h) In the event that Cable Services or wireline video services are being provided to the City by any Person(s) or Multichannel Video Programming Distributor ("MVPD") other than Licensee, which is not in any way an affiliate of Licensee, and such Person(s) or MVPD is not required by applicable law to be licensed by the Issuing Authority, and to the extent that Licensee reports to the Issuing Authority, in writing, that the provision of such Cable Services by such Person(s) or MVPD is having a negative financial impact upon Licensee's Cable System operations in the City, Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from Licensee.

- (i) Along with said written request, Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to present the basis and the reasons for its determination. Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.
- (ii) Should Licensee demonstrate that the Cable Service(s) or wireline-based video service of such Person(s) is having a negative financial impact upon Licensee's Cable System operations in the City, the Issuing Authority shall make equitable amendments to this Renewal License.

## **SECTION 2.4 - POLICE AND REGULATORY POWERS**

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and City laws, ordinances of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the City. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

## **SECTION 2.5 - REMOVAL OR ABANDONMENT**

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

## **SECTION 2.6 - TRANSFER OF THE RENEWAL LICENSE**

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under such applicable law(s) and/or regulation(s).

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.



(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. After 120 days, the application shall be deemed approved.

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

## **SECTION 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the City.

## **ARTICLE 3**

### **CABLE SYSTEM DESIGN**

#### **SECTION 3.1 - SUBSCRIBER NETWORK**

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the City a minimum 750 MHz Subscriber Network.

(b) The Licensee shall transmit all of its Signals to Westfield Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

(c) The Cable Television System, pursuant to Sec 3.1 herein, shall conform to the FCC technical specifications contained in **Exhibit A** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

#### **SECTION 3.2 - EMERGENCY ALERT OVERRIDE CAPACITY**

The Subscriber Network described in Section 3.1 herein shall comply with the FCC's Emergency Alert System ("EAS") regulations.

#### **SECTION 3.3 - PARENTAL CONTROL CAPABILITY**

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

**ARTICLE 4**  
**CABLE SYSTEM LOCATION, MAINTENANCE**  
**AND OPERATIONAL STANDARDS**

**SECTION 4.1 - SERVICE AVAILABLE TO ALL RESIDENTS**

(a) The area to be served is the entire City of Westfield. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the City or easements in the City over which the City has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s).

(b) The Licensee shall make its Cable System available to residents of the City, unless legally prevented from doing so, subject only to the installation charges herein.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred feet (200') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 200' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 200' from the existing aerial Trunk and Distribution System and additions thereto.

**SECTION 4.2 - LOCATION OF THE CABLE TELEVISION SYSTEM**

The Licensee shall own, install, operate and maintain the Cable Television System within the City of Westfield. Poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local laws and regulations.

**SECTION 4.3 - UNDERGROUND FACILITIES**

(a) In the areas of the City having telephone lines and electric utility lines underground, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines,

cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the City, unless the City makes public funds available to occupiers of the rights-of-way to aid in the cost of said underground project(s).

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City by-laws, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### **SECTION 4.4 - TREE TRIMMING**

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places in the City. The Licensee shall be subject to M.G.L Chapter 87 and shall comply with all rules established by the Issuing Authority and/or his or her designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City.

#### **SECTION 4.5 - RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as 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 performance thereof. Upon failure of the Licensee to comply within the specified time period, 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 4.6 - TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the City at no cost to the City, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

#### **SECTION 4.7 - DISCONNECTION AND RELOCATION**

The Licensee shall, upon reasonable advance notice, without cost to the City, 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 his or her designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

#### **SECTION 4.8 - SAFETY STANDARDS**

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

#### **SECTION 4.9 - PEDESTALS**

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the City's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals

housing passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at City-approved locations to be determined when the Licensee applies for a permit(s). All pedestals shall be shown on the construction maps submitted to the City when the Licensee applies for a permit(s). In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

#### **SECTION 4.10 - PRIVATE PROPERTY**

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

#### **SECTION 4.11 - RIGHT TO INSPECTION OF CONSTRUCTION**

The Issuing Authority or his or her designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal license in order to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

#### **SECTION 4.12 - CABLE SYSTEM MAPS**

The Licensee shall provide, upon written request, not more than once annually, the Issuing Authority or his or her designee with strand maps of the Cable System plant. If changes are made

in the Cable System that effect the accuracy of such strand maps, the Licensee shall file updated strand maps not more than once annually.

#### **SECTION 4.13 - COMMERCIAL ESTABLISHMENTS**

The Licensee shall be required to make Cable Service(s) when available to any commercial establishments in the City, provided that said establishment(s) agrees to pay for installation and subscription costs as established by the Licensee.

#### **SECTION 4.14 - DIG SAFE**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

#### **SECTION 4.15 - SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

## **ARTICLE 5**

### **SERVICES AND PROGRAMMING**

#### **SECTION 5.1 - BASIC SERVICE**

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable Television System serving the City pursuant to applicable federal statute or regulation.

#### **SECTION 5.2 - PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit B**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit B**, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Westfield Programming line-up at least thirty (30) days before any such change is to take place.

#### **SECTION 5.3 - LEASED CHANNELS FOR COMMERCIAL USE**

Pursuant to Section 612(b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

#### **SECTION 5.4 - CABLE COMPATIBILITY/SCRAMBLING OF CABLE CHANNELS**

(a) The Licensee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

(b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

#### **SECTION 5.5 - CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no



obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

#### **SECTION 5.6 - DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS WITHOUT CHARGE(S)**

(a) Licensee shall continue to provide a single Cable Drop, an Outlet and monthly Basic Cable Service to each Public Building located along the existing cable route as of the Effective Date, as designated by the Issuing Authority within the Town, listed in **Exhibit C** attached hereto, provided such are considered to be a Standard Installation and absent any other unusual installation conditions and/or installation requirements.

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Standard Installation Drop, Outlet and Basic Cable Service to any new Public Buildings and other Town owned Public Buildings, along the Trunk and Distribution System subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of Licensee to determine the appropriate location for each of such Public Building's respective Outlet prior to requesting that Licensee install service at no charge.

(c) In accordance with applicable law, the value of such Cable Service constitutes a franchise fee assessed by the Issuing Authority and the fair market value of such Service may be (a) recovered as a franchise fee implemented and passed through to customers or (b) invoiced to the Town for payment, with the fair market value of the Service being disclosed to the Town in advance.

(d) Licensee will charge the fair market value for each such account, which fair market value shall match the current rate card for the level of Service provided. Licensee shall notify the Town in writing regarding the amount of the monthly service fee for each account based on fair market value. The Issuing Authority shall notify Licensee within sixty (60) days from receipt of such notice whether it wants the amount due each month to be invoiced to the Town for payment or passed through as a franchise fee to customers.

(e) The Issuing Authority may elect in writing not to receive the Service in which case it will not be invoiced, and no franchise fee shall be implemented as a pass through to customers.

(f) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those buildings included in **Exhibit C**, or to move existing or install additional Drops or Outlets to buildings already installed pursuant to subsection (b) above.

(g) It is understood that Licensee shall not be responsible for any internal wiring of such Public Buildings.

## **ARTICLE 6**

### **PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT**

#### **SECTION 6.1 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

The Access Provider, as designated by the Issuing Authority, shall continue to be responsible for the provision of Public, Educational and Governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

#### **SECTION 6.2 - PEG ACCESS PROVIDER**

The Access Provider shall provide services to PEG Access Users and the City, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
- (2) Manage annual funding, pursuant to Section 7.2 infra;
- (3) Conduct training programs in the skills necessary to produce quality PEG Access programming;
- (4) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Provider staff and volunteers;
- (5) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (6) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and
- (7) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on City issues, events and activities.

#### **SECTION 6.3 - PEG ACCESS CHANNELS**

(a) On the Effective Date of this Renewal License, the Licensee shall continue to make available for use by the Issuing Authority and/or the Access Provider two (2) Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the City and/or the Access Provider and shall be subject to the control and management of the Issuing Authority and/or the Access Provider.

(b) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, referenced in paragraph (a) above, without the advance, written notice to the Issuing Authority and the Access Provider.

(c) Said PEG Access Channel(s) shall be made available and operated by the City, the Access Provider, and/or the Westfield Public Schools at no charge to Users.

(d) The Licensee shall monitor the two (2) PEG Access Channels for technical quality and shall ensure that they are maintained at FCC standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

#### **SECTION 6.4 - PEG ACCESS EQUIPMENT OWNERSHIP**

The City and/or the Access Provider shall own all PEG Access equipment purchased with funding pursuant to this Renewal License. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

#### **SECTION 6.5 - CENSORSHIP**

Neither the Issuing Authority, the City, the Licensee or the Access Provider shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

#### **SECTION 6.6 - PEG ACCESS CABLECASTING**

(a) The Licensee shall continue to provide Origination Capability from the Westfield City Hall. In order that PEG Access Programming can continue to be cablecast over the PEG Access Channels, all PEG Access Programming shall be modulated, then transmitted from the Westfield City Hall to the Headend on an Upstream Channel(s) made available, without charge, to the City and/or the Access Provider for its use. At the Headend, said PEG Access Programming shall be retransmitted in the downstream direction, as designated by the City and/or the Access Provider, on one of the two (2) PEG Access Channels.

(b) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend, said PEG Access Programming shall

be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority, his or her designee(s) and/or the Access Provider for such electronic switching responsibility. Any manual switching shall be the responsibility of the Access Provider or the Issuing Authority. The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall own, maintain, repair and/or replace any Headend Signal processing equipment. The Issuing Authority, his or her designee(s) and/or the Access Provider shall own, maintain, repair and/or replace studio or portable modulators and demodulators. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the City's or the Access Provider's equipment shall be at the output of the Access Provider's distribution amplifier.

## **ARTICLE 7**

### **LICENSE FEE PAYMENTS**

#### **SECTION 7.1 - LICENSE FEE PAYMENTS**

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the City, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$0.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s). Said Licensee Fees shall be paid to the City no later than March 15 of each year of this Renewal License, unless provided for otherwise by applicable law.

(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 following: (i) the PEG Access/Cable-Related Funding pursuant to Section 7.2 below and (ii) any License Fees that may be payable to the City and/or the State. Said five percent (5%) shall not include the following: (i) any interest due herein to the City and/or the Access Provider because of late payments; (ii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and/or (iii) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

#### **SECTION 7.2 - PEG ACCESS/CABLE-RELATED FUNDING**

(a) The Licensee shall make License Fee payments to the Issuing Authority equal to four percent (4%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(21) supra on a quarterly basis. Said 4% License Fee payments shall not include applicable License Fees payable to the City, the State and/or the FCC. Said payments shall be made directly to the Issuing Authority and/or his or her designee(s), as directed by the Issuing Authority to the Licensee in writing, on the following quarterly basis: (i) on or before May 15<sup>th</sup> of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15<sup>th</sup> of each year of

this Renewal License for the previous three (3) month period of October, November and December.

(i) The first payment of four percent (4%) of the Licensee's Gross Annual Revenues payable under this Section 7.2 shall be made on or before May 15, 2020 for the period from the Effective Date through March 31, 2020.

(ii) The last payment of four percent (4%) of the Licensee's Gross Annual Revenues shall be made on or before May 15, 2025 for the period from January 1, 2025 through March 19, 2025.

(b) The Licensee shall file with each of said four percent (4%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, substantially consistent with the form which is attached hereto as **Exhibit D**. If the Licensee's quarterly payments to the Issuing Authority were less than the required percentages of the Licensee's Gross Annual Revenues, in accordance with paragraph (a) herein, for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(21) *supra*.

(c) In no case shall such four percent (4%) payments include applicable License Fee payments to the City, the State and/or the FCC. Said payments shall be considered a Franchise Fee(s), unless otherwise provided for by applicable law.

(d) In the event that the PEG Access/Cable-Related Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments to the Issuing Authority pursuant to this Section 7.2(d) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

### **SECTION 7.3 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The License Fees shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

### **SECTION 7.4 - RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Section 7.2 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues,



as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required PEG Access payment to the Issuing Authority, without interest charges of any kind.

#### **SECTION 7.5 - AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws and shall not detract from Services provided to Westfield.

#### **SECTION 7.6 - METHOD OF PAYMENT**

The License Fee payments by the Licensee to the City pursuant to Section 7.1 and Section 7.2 herein shall be made payable to the City and deposited with the City Treasurer.

## **ARTICLE 8**

### **RATES AND CHARGES**

#### **SECTION 8.1 - RATE REGULATION**

The City reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws.

#### **SECTION 8.2 - NOTIFICATION OF RATES AND CHARGES**

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. At least thirty (30) days prior to implementing a change in one of its billing practices, the Licensee shall notify the Cable Division, the Issuing Authority and all affected Subscribers of the change and include a description of the changed practice.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit E**.

#### **SECTION 8.3 - PUBLICATION AND NON-DISCRIMINATION**

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

**SECTION 8.4 - CREDIT FOR SERVICE INTERRUPTION**

Pursuant to applicable law(s), in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

## **ARTICLE 9**

### **INSURANCE AND BONDS**

#### **SECTION 9.1 - INSURANCE**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, 55(f), with the City as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the City and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) 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 per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

- (i) Such insurance shall commence no later than the Effective Date of this Renewal License.
- (ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.
- (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

#### **SECTION 9.2 - PERFORMANCE BOND**

(a) The Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the City, with good and sufficient surety

licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the provisions of Section 11.1 and 11.2 *infra*.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the City that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

### **SECTION 9.3 - REPORTING**

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or his or her designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

### **SECTION 9.4 - INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. 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.

#### **SECTION 9.5 - NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

## **ARTICLE 10 ADMINISTRATION AND REGULATION**

### **SECTION 10.1 - REGULATORY AUTHORITY**

The Issuing Authority and/or his or her designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or his or her designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of noncompliance pursuant to Section 11.1 infra.

### **SECTION 10.2 - PERFORMANCE EVALUATION HEARINGS**

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or his or her designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or his or her designee(s) shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or his or her designee(s) and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

### **SECTION 10.3 - NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

### **SECTION 10.4 - EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Licensee.

### **SECTION 10.5 - REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

### **SECTION 10.6 - JURISDICTION**

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.



**ARTICLE 11**  
**DETERMINATION OF BREACH - LIQUIDATED DAMAGES - LICENSE**  
**REVOCATION**

**SECTION 11.1 - DETERMINATION OF BREACH**

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

(a) 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.

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

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or 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 and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

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

- (ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (iii) Commence an action at law for monetary damages;
- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) Invoke any other lawful remedy available to the City.

## **SECTION 11.2 - LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1 (c) above.

- (1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues.
- (2) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.
- (3) For failure to comply with the PEG Access provisions in accordance with the provisions in Article 6 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such noncompliance continues.
- (4) For failure to comply with the FCCs Customer Service Obligations in accordance with Section 12.4 infra, and **Exhibit F** attached hereto, One Hundred Fifty Dollars (\$150.00) per day that any such non-compliance continues.
- (5) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 5.6 herein and/or **Exhibit C**, One Hundred Dollars

(\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(6) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

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

### **SECTION 11.3 - REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

### **SECTION 11.4 - TERMINATION**

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the City shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

#### **SECTION 11.5 - NOTICE TO CITY OF LEGAL ACTION**

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

#### **SECTION 11.6 - NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the City to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

#### **SECTION 11.7 - NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority or the City, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

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

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the City or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the Issuing Authority, City or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the City to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the City to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

## **ARTICLE 12**

### **SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

#### **SECTION 12.1 - TELEPHONE ACCESS**

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit F**, during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Westfield Subscribers.

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

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall 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.

#### **SECTION 12.2 - CUSTOMER SERVICE CALL CENTER**

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

#### **SECTION 12.3 - INSTALLATION VISITS - SERVICE CALLS - RESPONSE TIME**

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Westfield residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for

installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business day.

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

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

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

#### **SECTION 12.4 - FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit F**.

#### **SECTION 12.5 - 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., attached hereto as **Exhibit E** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;
- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

## **SECTION 12.6 - COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) 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 or his or her designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

Upon the written request of the Issuing Authority or his or her designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, 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. 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 his or her designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Westfield with the Issuing Authority or his or her designee(s) 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 attempt to resolve such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or his or her designee(s) determines it to be in the public interest, the Issuing Authority or his or her designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

## **SECTION 12.7 - EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System,

including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

#### **SECTION 12.8 - PROTECTION OF SUBSCRIBER PRIVACY**

The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(a) The Licensee shall comply with all privacy provisions contained in Article 12 of this renewal license and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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

#### **SECTION 12.9 - PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(l) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.



## **ARTICLE 13**

### **REPORTS, AUDITS AND PERFORMANCE TESTS**

#### **SECTION 13.1 - GENERAL**

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the City any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the City Solicitor for a determination of the validity of the Licensee's claim of a proprietary interest.

(c) The Licensee shall file reports in electronic format where and when possible.

#### **SECTION 13.2 - FINANCIAL REPORTS**

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or his or her designee(s) with Department Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

#### **SECTION 13.3 - IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, 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 (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii)

confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

#### **SECTION 13.4 - SUBSCRIBER COMPLAINT REPORT**

In accordance with the regulations of the Department, the Licensee shall submit a completed copy of Department Form 500, attached hereto as **Exhibit G** to the Issuing Authority, or his or her designee(s), as required by Department.

#### **SECTION 13.5 - INDIVIDUAL COMPLAINT REPORTS**

Subject to Sections 12.6 supra, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

#### **SECTION 13.6 - QUALITY OF SERVICE**

Where there is evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

#### **SECTION 13.7 - DUAL FILINGS**

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

#### **SECTION 13.8 - ADDITIONAL INFORMATION**

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which

may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

#### **SECTION 13.9 - INVESTIGATION**

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a City governmental agency; provided, however, that any such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

## **ARTICLE 14**

### **EMPLOYMENT**

#### **SECTION 14.1 - EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **SECTION 14.2 - NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

## **ARTICLE 15**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION 15.1 - ENTIRE AGREEMENT**

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

#### **SECTION 15.2 - CAPTIONS**

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

#### **SECTION 15.3 - SEPARABILITY**

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

#### **SECTION 15.4 - ACTS OR OMISSIONS OF AFFILIATES**

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

#### **SECTION 15.5 - RENEWAL LICENSE EXHIBITS**

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

## **SECTION 15.6 - WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Effective Date of the Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) 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 Effective Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Effective Date of this Renewal License that would interfere with its performance of the Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable, as of the Effective Date of this Renewal License.

## **SECTION 15.7 - FORCE MAJEURE**

If by reason of Force Majeure either party hereto is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; applicable environmental restrictions; unavailability of essential equipment, services and/or materials and/or any other matters beyond the reasonable control of the Licensee, the Issuing Authority and/or the City.

## **SECTION 15.8 - APPLICABILITY OF RENEWAL LICENSE**

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

## **SECTION 15.9 - NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Office of the Mayor, City of Westfield, City Hall, 59 Court Street, Westfield, Massachusetts 01085, with one (1) copy to the City Solicitor at the Westfield City Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt:

Comcast Cable Communications, Inc.  
Attn: Government & Regulatory Affairs  
3303 Main Street  
Springfield, Massachusetts 01107

with one (1) copy to:

Comcast Cable Communications, Inc.  
Vice President, Government Affairs  
676 Island Pond Road  
Manchester, New Hampshire 03109

and one (1) copy to:

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

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in a Westfield newspaper of general circulation.

(d) Subject to subsection (c) above, all required notices shall be in writing.

#### **SECTION 15.10 - NO RECOURSE AGAINST THE ISSUING AUTHORITY**

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the City and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

#### **SECTION 15.11 - CITY'S RIGHT OF INTERVENTION**

The City hereby reserves to itself, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

#### **SECTION 15.12 - TERM**

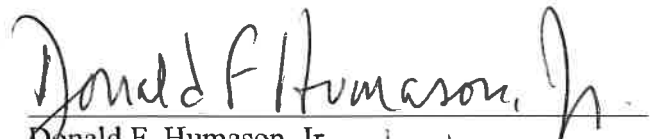
All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.



## **SIGNATURE PAGE**


In Witness Whereof, this Renewal Cable Television License is hereby issued by the Mayor of the City of Westfield, Massachusetts, as Issuing Authority, this 18<sup>th</sup> day of March, ~~2019~~, and all terms and conditions are hereby agreed to by Comcast of Massachusetts II, Inc.

### **THE CITY OF WESTFIELD**

  
Donald F. Humason, Jr.  
Mayor 3/18/2020

### **COMCAST OF MASSACHUSETTS II, INC.**

By:

DocuSigned by:  
  
3AFA4B117C3E48C...  
Dennis Mathew  
Regional Senior Vice President  
Western New England Region

**EXHIBIT A – FCC TECHNICAL SPECIFICATIONS**

**TITLE 47 – TELECOMMUNICATION**

**CHAPTER I – FEDERAL COMMUNICATIONS COMMISSION**

**PART 76 – MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE**

**§76.605 Technical standards.**

(a) The following requirements apply to the performance of a cable television system as measured at the input to any terminal device with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise noted here or in ANSI/SCTE 40 2016. The requirements of paragraph (b) of this section are applicable to each NTSC or similar video downstream cable television channel in the system. Each cable system that uses QAM modulation to transport video programming shall adhere to ANSI/SCTE 40 2016 (incorporated by reference, see §76.602). Cable television systems utilizing other technologies to distribute programming must respond to consumer complaints under paragraph (d) of this section.

(b) For each NTSC or similar video downstream cable television channel in the system:

(1) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in CTA-542-D (incorporated by reference, see §76.602).

(2) The aural center frequency of the aural carrier must be 4.5 MHz  $\pm$  5 kHz above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of 0.00662(Z) millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

- (ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (e.g., 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, etc.); and
  - (iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.
- (5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (e.g., baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.
- (6) The amplitude characteristic shall be within a range of  $\pm 2$  decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries. The amplitude characteristic shall be measured at the subscriber terminal.
- (7) The ratio of RF visual signal level to system noise shall not be less than 43 decibels. For class I cable television channels, the requirements of this section are applicable only to:
- (i) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B or noise-limited service contour, as appropriate, for that signal;
  - (ii) Each signal which is first picked up within its predicted Grade B or noise-limited service contour, as appropriate;
  - (iii) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.
- (8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:
- (i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and
  - (ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.
- (9) The terminal isolation provided to each subscriber terminal:
- (i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and
  - (ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.
- (10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) The following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

- (i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.
  - (ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed  $\pm 20\%$ .
  - (iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed  $\pm 10$  degrees.
- (c) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in §76.609(h) and shall be limited as shown in table 1 to paragraph (c):

**TABLE 1 TO PARAGRAPH (c)**

<b>Frequencies</b>	<b>Signal leakage limit</b>	<b>Distance in meters (m)</b>
Analog signals less than and including 54 MHz, and over 216 MHz	15 $\mu\text{V/m}$	30
Digital signals less than and including 54 MHz, and over 216 MHz	13.1 $\mu\text{V/m}$	30
Analog signals over 54 MHz up to and including 216 MHz	20 $\mu\text{V/m}$	3
Digital signals over 54 MHz up to and including 216 MHz	17.4 $\mu\text{V/m}$	3

(d) Cable television systems distributing signals by methods other than 6 MHz NTSC or similar analog channels or 6 MHz QAM or similar channels on conventional coaxial or hybrid fiber-coaxial cable systems and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraphs (a) and (b) of this section, are permitted to operate without Commission approval, provided that the operators of those systems adhere to all other applicable Commission rules and respond to consumer and local franchising authorities regarding industry-standard technical operation as set forth in their local franchise agreements and consistent with §76.1713.

NOTE 1: Local franchising authorities of systems serving fewer than 1,000 subscribers may adopt standards less stringent than those in §76.605(a) and (b). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

NOTE 2: For systems serving rural areas as defined in §76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §76.605(b)(3), (7), (8), (10)

and (11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

NOTE 3: The requirements of this section shall not apply to devices subject to the TV interface device rules under part 15 of this chapter.

NOTE 4: Should subscriber complaints arise from a system failing to meet §76.605(b)(10), the cable operator will be required to remedy the complaint and perform test measurements on §76.605(b)(10) containing the full number of channels as indicated in §76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in §76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

NOTE 5: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[83 FR 7627, Feb. 22, 2018]

## **EXHIBIT B - PROGRAMMING**

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

**EXHIBIT C - FREE DROPS AND MONTHLY BASIC CABLE SERVICE TO PUBLIC BUILDINGS & SCHOOLS**

<b>Type of Location</b>	<b>Location Name</b>	<b>Street Address</b>
City	Technology Center	179 Apremont Way
Municipal	Army National Guard	137 Franklin St
Police	Police Dept., State	75 Sgt TM Dion Way
City	City Hall	59 Court St
City	Council on Aging	40 Main St
City	DPW Garage	12 Ponders Hollow Rd
Non-Profit	Boys & Girls Club of Westfield	28 W Silver Street
City	Fire Department HQ	34 Broad St
City	Westfield Gas & Electric	100 Elm Street
City	Fire Department Station 2	366 Little River Rd
City	Fire Department Station 3	129 Southampton Rd
City	Westfield Gas & Electric	40 Turnpike Industrial Road
City	Police Department	15 Washington St
City	Water Department	28 Sackett St
School	White Oak School	533 North Road
City	Westfield District Court	224 Elm Street
City	Westfield Athenaeum	6 Elm St
School	Superintendent's Office	1029 North Road, 22-23
School	St. Mary's High School	27 Bartlett St
School	Westfield Middle School	12 W Silver Street
School	Parkside Academy	38 Parkside Avenue
City	Westfield Community Police	50 Southampton Road, Apt 12A
City	Public Works	6 Holcomb Street
School	Munger Hill School	33 Mallard Ln
School	Westfield High School	177 Montgomery Rd
School	Westfield Vocational/Technical High School	33 Smith Ave

**EXHIBIT D – PEG ACCESS AND CABLE-RELATED FUNDING  
GROSS ANNUAL REVENUES QUARTERLY REPORTING FORM**



System Name: Comcast of Massachusetts  
II, Inc.

Email:

Phone:

Vendor ID: 154972

Contract Name: Westfield MA

Statement  
Period:

Payment  
Amount:

Statement  
Number:

CUID: MA0052

System ID: 8773-1000-  
0220

WESTFIELD CITY OF MA  
OFFICE OF THE MAYOR, CITY HALL  
59 COURT STREET  
WESTFIELD, MA, 01085

This statement represents your  
payment for the period listed above.

Revenue Category	Amount
Expanded Basic Video Service	
Limited Basic Video Service	
Digital Video Service	
Pay	
PPV / VOD	
Digital Video Equipment	
Video Installation / Activation	
Franchise Fees	
State Assessment	
Guide	
Other	
Late Fees	
Write-offs / Recoveries	
Ad Sales	
Home Shopping Commissions	
Total	
Franchise Fee %	4.00 %
Franchise Fee	

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the gross revenues received by this corporation for the period



**EXHIBIT E – 207 CMR 10.00**

**BILLING AND TERMINATION OF SERVICE**

**10.01: Billing Practices Notice**

- (1) Upon request, a cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Otherwise, a cable television operator shall give written notice of its billing practices to potential subscribers at the time 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 15 of each year with the Department, the issuing authority, and the operator'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 Department, the issuing authority, and the operator'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 Department, the issuing authority, and all affected subscribers of the change and shall include in the notice 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) Upon request, a cable television operator shall give notice of its services, rates, and charges to potential subscribers before a subscription agreement is reached. Otherwise, a cable television operator shall give notice of its services, rates, and charges to subscribers at the time a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates, charges, or fees, or a substantial change in the number or type of programming services, the cable operator shall notify, in writing, the Department, the issuing authority, and all affected subscribers of the change and shall 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. Notwithstanding the foregoing, a cable television operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal or state agency or franchising authority on the transaction between the operator and the subscriber. An operator shall notify in writing, the Department, the issuing authority, and all affected subscribers of any such change as soon as possible.
- (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 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 Department, the issuing authority, and the operator'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 Department, the issuing authority, and the operator'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 for cable television service 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 and or subscribers 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, charge, or fee 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 or fees;
- (e) the amount of the bill for the current billing period, separate from any prior balance due; and
- (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 and shall provide 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 to a cable operator 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 cable operator at least 30 days after the bill due date.

(3) The following provisions shall apply to the imposition of late charges on cable 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% 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 operator in processing such checks.

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

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

#### **10.07: Billing Disputes**

- (1) Every cable television operator shall have established procedures for prompt investigation of any billing dispute registered by a subscriber. The procedures 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 business days of receipt of the complaint.
- (2) The subscriber forfeits any rights under 207 CMR 10.07 if he or she fails to pay an undisputed balance within 30 days of the bill due date.
- (3) Any subscriber who disagrees with the results of the cable television operator's investigation must 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 Department may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Department to resolve disputed matters within 30 days of any final action by the cable operator. 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 Department may proceed to resolve the dispute if all parties agree to submit the dispute to the Department and be bound by the Department's decision and the Department obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Department may receive written or oral statements from the parties, and may conduct its own investigation. The

Department shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

**10.08: Security Deposits**

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

(3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

**EXHIBIT F – FCC CUSTOMER SERVICE OBLIGATIONS**  
**TITLE 47 – TELECOMMUNICATION**  
**CHAPTER 1 – FEDERAL COMMUNICATIONS COMMISSION**  
**PART 76 – CABLE TELEVISION SERVICE**  
**Subpart H – General Operating Requirements**

**§ 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) Cable operators are 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 -

(i) 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.

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

(4) Definitions -

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

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

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

**NOTE TO § 76.309:**

Section 76.1602 contains notification requirements for cable operators with regard to operator obligations to subscribers and general information to be provided to customers regarding service. Section 76.1603 contains subscriber notification requirements governing rate and service changes. Section 76.1619 contains notification requirements for cable operators with regard to subscriber bill information and operator response procedures pertaining to bill disputes.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996; 65 FR 53615, Sept. 5, 2000; 67 FR 1650, Jan. 14, 2002; 83 FR 7627, Feb. 22, 2018]

**EXHIBIT G – CABLE DIVISION FORM 500**

(See Attached)



## Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Address:

Address:

Contact:

Phone:

E-Mail:

Filing Year:  
 Number of Subscribers:

Average Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days

Manner of Resolution: A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					