

**TOWN OF AMHERST**

**RENEWAL CABLE  
TELEVISION LICENSE**

**GRANTED TO  
Comcast of Massachusetts/Virginia, Inc**

**October 16, 2006**

**SELECT BOARD  
TOWN OF AMHERST  
MASSACHUSETTS**

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1 Cable Division or Division: The Cable Television Division of the Department of Tele-  
2 communications and Energy of the Commonwealth of Massachusetts.

3 Cable Service: The one-way transmission to subscribers of (i) Video Programming or (ii)  
4 other programming services, and subscriber interaction, if any, which is required for the  
5 selection or use of such Video Programming or other programming service.

6 Cable Television System or Cable System: A facility, consisting of a set of closed trans-  
7 mission paths and associated signal generation, reception, and control equipment that is  
8 designed to provide Cable Service which includes Video Programming and which is pro-  
9 vided to multiple Subscribers within the Town.

10 CMR: The abbreviation for Code of Massachusetts Regulations.

11 Department of Public Works (DPW): The Department of Public Works of the Town of  
12 Amherst, Massachusetts.

13 Designated Access Provider: The entity or entities designated from time to time by the  
14 Issuing Authority to provide PEG Access Programming to the residents of the Town of  
15 Amherst.

16 Downstream Channel: A channel over which signals travel to an authorized recipient of  
17 Programming.

18 Drop or Cable Drop: The coaxial and/or hardline cable that connects an Outlet to the  
19 Subscriber network.

20 Education Access Channel: Any Channel, or portion thereof, which has been allocated  
21 pursuant to this Renewal License as a PEG Access Channel and has/have been designated  
22 by the Issuing Authority as an Educational Access Channel for use by the Amherst-  
23 Pelham Regional School District or other such other designee of the Issuing Authority.

24 Effective Date: October 16, 2006

25 FCC: The abbreviation for the Federal Communications Commission or any successor  
26 agency.

27 Franchise Fee: The payments to be made by the Licensee to the Town of Amherst, which  
28 shall have the meaning as set forth in Section 622(g) of the Cable Act.

29 Government Access Channel: Any PEG Access channel(s), or portion(s) thereof, which,  
30 pursuant to this Renewal License, has been allocated for use by the Town, the Issuing  
31 Authority or its designee(s) for the purpose of showing local government programming.

1 Gross Annual Revenue: All revenues derived by the Licensee and/or its Affiliates from  
2 the provision of Cable Service(s) over the Cable Television System, including, without  
3 limitation: the distribution of any Service over the Cable System; Basic Service monthly  
4 fees and all other Service fees; installation, reconnection, downgrade, upgrade and any  
5 similar charges; interest earned on all Subscriber fees and/or charges collected; all digital  
6 Cable Service revenues; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial  
7 Subscriber revenues (including bulk account revenues); Pay Cable or Premium Service  
8 revenues; fees paid for channels designated for commercial use; fees from third party un-  
9 affiliated programmers for leased access; home-shopping revenues on a pro-rata basis;  
10 converter, remote control and other Cable Service-related equipment rentals and/or leases  
11 or sales; and pro-rata portion of advertising revenues. In the event that an Affiliate and/or  
12 any other Person is responsible for advertising revenues, advertising revenues for purpos-  
13 es herein shall be deemed to be the pro-rata portion of the advertising revenues, paid to  
14 the Cable System by an Affiliate or such other Person for said Affiliate's or other Per-  
15 son's use of the Cable Television System for the carriage of advertising. Gross Annual  
16 Revenues shall also include the gross revenue of any other Person which is derived di-  
17 rectly or indirectly from or in connection with the operation of the Cable System to the  
18 extent that said revenue is derived, through a means which has the effect of avoiding  
19 payment of Franchise Fees to the Town that would otherwise be paid herein. It is the in-  
20 tention of the parties hereto that Gross Annual Revenues shall only include such revenues  
21 of Affiliates and/or Persons relating to signal carriage over the Cable System and not the  
22 gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such  
23 signal carriage. Gross Annual Revenues shall not include actual bad debt that is written  
24 off, consistent with Generally Accepted Accounting principles; provided, however, that  
25 all or any part of any such actual bad debt that is written off, but subsequently collected  
26 shall be included in Gross Annual Revenues in the period so collected.

27 Headend: The electronic control center of the Cable System containing equipment that  
28 receives, amplifies filters and converts incoming signals for distribution over the Cable  
29 System.

1 Institutional Network or I-Net: An independent communication network constructed and  
2 maintained by the Licensee for the sole non-commercial use of the Town and/or its de-  
3 signee(s) other than alternative cable service provider(s).

4 Issuing Authority: The Select Board of Amherst, Massachusetts, or its successor.

5 Leased Channel or Leased Access: A video channel which the Licensee shall make avail-  
6 able pursuant to Section 612 of the Cable Act.

7 Licensee: Comcast of Massachusetts/Virginia, Inc. or any successor or transferee in ac-  
8 cordance with the terms and conditions of this Renewal License.

9 License Fee: The payments to be made by the Licensee to the Town of Amherst, which shall  
10 have the meaning as set forth in M.G.L. Chapter 166A.

11 Outlet: An interior or exterior receptacle, generally mounted in a wall, that connects a  
12 Subscriber's or User's equipment to the Cable System or, where applicable, I-Net.

13 Pay Cable or Premium Service: Programming delivered for a fee or charge to Subscribers  
14 on a per-channel or group-of-channels basis.

15 Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-  
16 program or per event basis.

17 PEG: The acronym for Public, Educational, and Governmental; used in conjunction with  
18 Access Channels, support and facilities.

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

21 Public Building: Those buildings owned, occupied and used by the Town for government  
22 administrative purposes, and shall not include buildings owned by the Town but leased to  
23 third parties or buildings such as storage facilities at which government employees are  
24 not regularly stationed.

25 Public Way: The surface of, as well as the spaces above and below, any and all public  
26 streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks,  
27 parkways, waterways, bulkheads, piers, dedicated public utility easements, and public  
28 grounds or waters and all other publicly owned real property within or belonging to the  
29 Town, now or hereafter existing. Reference herein to Public Way shall not be construed  
30 to be a representation or guarantee by the Town that its property rights are sufficient to

1 permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise  
2 any rights to use property in the Town greater than those already possessed by the Town.  
3 Renewal License: The non-exclusive Cable Television License to be granted to Licensee  
4 by this instrument.  
5 Service: Any Basic Service or Standard (Cable) Service, Pay (Cable) Service, or any oth-  
6 er Cable Service, whether or not originated by the Licensee, which is offered to any Sub-  
7 scriber in conjunction with, or which is distributed over, the Cable System.  
8 Strand Map: A series of maps which show the precise route of the Cable System and the  
9 I-Net.  
10 Subscriber: Any person, firm, corporation or other entity who or which elects to sub-  
11 scribe to for any purpose a Cable Service provided by the Licensee by means of, or in  
12 connection with, the Cable Television System.  
13 Subscriber Network: The Cable Television System, of at least 750 MHz, owned, operated  
14 and maintained by the Licensee over which Cable Service(s) can be transmitted to Sub-  
15 scribers.  
16 Town: The Town of Amherst, Massachusetts.  
17 Upstream Channel: A channel over which signals travel from an authorized location to a  
18 system distribution point.  
19 Video Programming or Programming: Programming provided by, or generally considered  
20 comparable to programming provided by, a television broadcast station.  
21



1 future permit holders or the Town's own use of public ways and places. Disputes between  
2 Licensee and other parties regarding use of public ways and places shall be resolved in  
3 accordance with the Town's by-laws and regulations and any special state laws, currently  
4 and hereafter enacted.

5 Section 2.2 --- TERM OF RENEWAL LICENSE

6 The term of this Renewal License shall commence upon October 16, 2006 and expire on  
7 October 15, 2016 unless sooner terminated as provided herein.

8 Section 2.3 --- TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

9 (a) This Renewal License or control thereof shall not be transferred, assigned or disposed  
10 of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of con-  
11 trol of any person holding such License to any other person, without the prior written  
12 consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily  
13 withheld. Such consent shall be given only after a public hearing upon a written applica-  
14 tion therefor as provided by the Division and/or the FCC and on forms prescribed by the  
15 Division and/or the FCC, however, in accordance with applicable law the Issuing Author-  
16 ity may at its discretion not hold such hearing, in which case consent shall be deemed to  
17 have been given. The application for transfer consent shall be signed by Licensee and by  
18 the proposed transferee or assignee.

19 (b) The consent or approval of the Issuing Authority to any assignment or transfer of the  
20 Renewal License granted to the Licensee shall not constitute a waiver or release of the  
21 rights of the Town in and to the Public Ways or any other rights of the Town under the  
22 Renewal License, and any such transfer shall, by its terms, be expressly subordinate to  
23 the terms and conditions of the Renewal License.

24 (c) Subject to applicable law, the Licensee shall submit to the Issuing Authority an origi-  
25 nal one (1) paper copy, and, if available, an electronic copy of the application and FCC  
26 Form 394 requesting such transfer or assignment consent.

27 (d) Any proposed controlling or owning Person or transferee approved by the Issuing Au-  
28 thority shall be subject to all of the terms and conditions contained in this Renewal Li-  
29 cense.

30

1 Section 2.4 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

2 (a) Any transfer of the Cable System without complying with Section 2.3 above shall be  
3 null and void, and shall be deemed a material breach of the Renewal License.

4 (b) If the Issuing Authority denies its consent to any such action and a transfer has never-  
5 theless been effected, the Issuing Authority may revoke and terminate the Renewal Li-  
6 cense, unless such transfer is otherwise allowable by applicable law.

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

10 Section 2.5 --- NON-EXCLUSIVITY OF RENEWAL LICENSE

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

17 (b) The grant of any additional cable television license(s) shall not be on terms more fa-  
18 vorable or less burdensome than those contained in this Renewal License. The grant of  
19 any additional cable television license(s) shall be at the sole discretion of the Issuing Au-  
20 thority.

21 (c) In the event that the Licensee believes that any additional cable television license(s) have  
22 been granted on terms and conditions more favorable or less burdensome than those con-  
23 tained in this Renewal License, the Licensee may request, in writing, that the Issuing Au-  
24 thority convene a public hearing on that issue. Along with said written request, the Licensee  
25 shall provide the Issuing Authority with written reasons for its belief. At the public hearing,  
26 the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such  
27 additional cable television license(s) are on terms more favorable or less burdensome than  
28 those contained in this Renewal License. The Licensee shall provide the Issuing Authority  
29 with such financial or other relevant information as is reasonably requested. Should the Li-  
30 censee demonstrate that any such additional cable television license(s) or amendments the-  
31 roof have been granted on terms and conditions more favorable or less burdensome than

1 those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith,  
2 equitable amendments to this Renewal License within a reasonable time.

3 (d) The issuance of additional license(s) shall be subject to applicable federal law(s), and  
4 M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

5 (e) In the event an application for a new cable television license is filed with the Issuing  
6 Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall  
7 serve a copy of such application upon the Licensee by certified mail or via nationally  
8 recognized overnight courier service within a reasonable time thereafter.

9 (f) In the event that in the future the Licensee believes that another Licensee which has  
10 been granted a cable television license in the Town, has been provided relief by the Is-  
11 suing Authority from any material obligation(s) of its license that causes said other cable  
12 television license(s) to be more favorable or less burdensome than this Renewal License,  
13 the Licensee may request, in writing, that the Issuing Authority convene a public hearing  
14 on that issue. Along with said written request, the Licensee shall provide the Issuing Au-  
15 thority with written reasons for its belief. At the public hearing, the Issuing Authority  
16 shall afford the Licensee an opportunity to demonstrate that such relief causes said other  
17 cable license to be more favorable or less burdensome than this Renewal License. Should  
18 the Licensee demonstrate that any such relief causes said other cable television license to  
19 be more favorable or less burdensome than the Renewal License, the Issuing Authority  
20 shall consider and negotiate, in good faith, equitable amendments to this Renewal Li-  
21 cense.

## 22 Section 2.6 --- POLICE AND REGULATORY POWERS

23 By executing this Renewal License, Licensee acknowledges that its rights are subject to  
24 the powers of the Town to adopt and enforce general bylaws necessary to the safety and  
25 welfare of the public. Licensee shall comply with all applicable and lawful Town by-laws  
26 and regulations, including the regulations of the Department of Public Works of the  
27 Town of Amherst. Any conflict between the terms of this Renewal License and any  
28 present or future exercise of the Town's police and regulatory powers shall be resolved in  
29 a court of appropriate jurisdiction.

30

1 Section 2.7 --- REMOVAL OR ABANDONMENT

2 Upon termination of this Renewal License by passage of time or otherwise, and unless  
3 Licensee renews its license for another term or Licensee transfers the Cable System to a  
4 transferee approved by the Issuing Authority, Licensee shall remove its supporting struc-  
5 tures, poles, transmission and distribution systems, and all other appurtenances from the  
6 public way and places and shall restore all areas to their original condition. If such re-  
7 moval is not completed within six (6) months after such termination, the Issuing Authori-  
8 ty may deem any property not removed as having been abandoned. In the event that the  
9 licensing requirements change such that this license is legally null and void and upon  
10 written request of the Licensee, the Issuing Authority shall waive this requirement.

11



1 material costs of the Licensee as agreed to by the parties prior to the commencement of  
2 work for I-Net maintenance.

3 (e) The Licensee shall extend the I-Net to up to ten (10) additional locations, upon no less  
4 than twelve (12) months advance written notice by the Issuing Authority to the Licensee.  
5 The Town shall pay for the actual cost of said extension and said costs shall consist of the  
6 direct and indirect costs for the extension including a reasonable allocation of general and  
7 administrative overhead. The Licensee shall, within a reasonable period of time after a  
8 written request by the Issuing Authority, provide a written estimate of the projected cost  
9 of the I-Net extension to the Issuing Authority and shall in good faith discuss the specif-  
10 ics of such estimate(s) and less costly alternatives, if any, with the Issuing Authority and  
11 its representative(s). The Issuing Authority shall make full payment of the final construc-  
12 tion cost of said I-Net extension in accordance herewith within thirty (30) days of receipt  
13 by the Issuing Authority of an invoice from the Licensee. In the event that the payment  
14 required to be made pursuant to this Section is not tendered on or before the date required  
15 herein, interest due on such required payment shall accrue and be paid to the Licensee  
16 from the original date due (30 days after receipt of said invoice) at the rate of two percent  
17 (2%) above the Prime Rate.

18 (f) The Town shall not allow use of the I-Net by a competitor of the Licensee without the  
19 written authorization of the Licensee.

20 Section 3.3 --- PARENTAL CONTROL CAPABILITY

21 Subject to applicable law, upon the request of a Subscriber, the Licensee shall make  
22 available for sale or lease a device by which the Subscriber can prohibit viewing of a par-  
23 ticular Cable Service during periods selected by that Subscriber.

24 Section 3.4 --- EMERGENCY ALERT SYSTEM

25 Licensee and the Subscriber Network shall comply with the emergency alert system  
26 (EAS) requirements of the FCC in order that emergency messages may be distributed  
27 over the cable system.

28



1 Section 4.4 --- RESTORATION TO PRIOR CONDITION

2 Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of  
3 any public way or public place, the same shall be replaced and the surface restored in as  
4 good condition as possible before entry as soon as practicable. If Licensee fails to make  
5 such restoration within a reasonable time, the Issuing Authority may fix a reasonable time  
6 for such restoration and repairs and shall notify the Licensee in writing of the restoration  
7 and repairs required and time fixed for performance thereof. Upon failure of Licensee to  
8 comply within the specified time period, the Issuing Authority may cause proper restora-  
9 tion and repairs to be made and the reasonable expense of such work shall be paid by Li-  
10 censee upon demand by the Issuing Authority.

11 Section 4.5 --- TEMPORARY RELOCATION

12 Licensee shall temporarily raise or lower its wires or other equipment upon the reasona-  
13 ble request of any person, including without limitation a person holding a building mov-  
14 ing permit issued by the Town. The expense of such raising or lowering shall be paid by  
15 the person requesting the same, unless otherwise required by applicable law, and Licen-  
16 see shall have the authority to require such payment in advance. Licensee shall be given  
17 reasonable written notice necessary to maintain continuity of service.

18 Section 4.6 --- DISCONNECTION AND RELOCATION

19 Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relo-  
20 cate in the same street, or other public ways and places, or remove from any street or any  
21 other public ways and places, any property owned or maintained by the Licensee as re-  
22 quired by the Issuing Authority or its designee by reason of traffic conditions, public  
23 safety, street construction, change or establishment of street grade, or construction of any  
24 public improvement or structure by any Town department acting in a governmental ca-  
25 pacity.

26 Section 4.7 --- EMERGENCY REMOVAL OF PLANT

27 If, at any time, in case of fire or declared disaster in the Town, it shall become necessary  
28 in the reasonable judgment of the Issuing Authority or its designee, to cut or move any of  
29 the wires, cables, amplifiers, appliances or appurtenances of the Cable Television Sys-  
30 tem, the Town shall have the right to do so at the sole cost and reasonable expense of Li-  
31 censee, provided however that, wherever possible, the Issuing Authority provides Licen-

1 see written notice and the opportunity to relocate wires, cable and other equipment. Li-  
2 censee shall have the right in either case to seek reimbursement under any applicable in-  
3 surance or government program for reimbursement

#### 4 Section 4.8 --- REMOVAL AND RELOCATION

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

#### 10 Section 4.9 --- SAFETY AND OTHER STANDARDS

11 Licensee shall construct, install, operate, maintain and remove the Cable Television Sys-  
12 tem in conformance with Occupational Safety and Health Administration regulations, the  
13 Massachusetts Electrical Code, the Commonwealth of Massachusetts State Building  
14 Code to the extent applicable, the National Electric Code, the National Electrical Safety  
15 Code, the rules and regulations of the Cable Division and FCC, applicable Dig Safe pro-  
16 visions, any other applicable state and federal laws and regulations, applicable local by-  
17 laws, and all applicable land use restrictions as the same exist or may be amended hereaf-  
18 ter.

#### 19 Section 4.10 --- PRIVATE PROPERTY

20 Licensee shall be subject to all laws, by-laws or regulations regarding private property in  
21 the course of constructing, upgrading, installing, operating or maintaining the Cable Sys-  
22 tem in the Town. Licensee shall promptly repair or replace all private property, real and  
23 personal, damaged or destroyed as a result of the construction, upgrade, installation, op-  
24 eration or maintenance of the Cable System at its sole cost and expense.

#### 25 Section 4.11 --- CABLE SYSTEM MAPS

26 Upon written request, the Licensee shall file with the Issuing Authority Strand Maps of  
27 the Cable System plant installed. Upon written request said Strand Maps shall also be  
28 provided in electronic format if they exist in said electronic format. The Licensee shall  
29 not be required to provide a particular type of electronic format which is different from  
30 the electronic format the Licensee maintains. Upon written request, and not more than

1 once per calendar year, the Licensee shall file with the Issuing Authority updated Strand  
2 Maps, not later than sixty (60) days after a written request.

3

1 Section 4.12 --- SERVICE INTERRUPTION

2 Except where there exists an emergency situation necessitating a more expeditious pro-  
3 cedure, Licensee may interrupt service for the purpose of non-routine repairing, upgrad-  
4 ing or testing the Cable Television System, only during periods of minimum use, and,  
5 when feasible, only after a minimum of forty-eight (48) hours notice to affected Sub-  
6 scribers.

7 Section 4.13 --- PEDESTALS

8 In any cases in which Pedestals housing active and passive devices are to be utilized, in  
9 Public Ways or within the public lay-out, such equipment must be installed in accordance  
10 with applicable Town by-laws and/or regulations. All such Pedestals shall be shown on  
11 Cable System maps submitted to the Town in accordance with Section 4.11 above.

12



1 (b) For any area containing less than fifteen (15) homes per aerial mile or twenty-five (25)  
2 homes per underground mile of Cable System plant, the cost of extension of the Cable Tele-  
3 vision System (an extension of either trunk or feeder cable) shall be determined as described  
4 in the following cost calculation: The cost of wiring such areas shall be calculated by taking  
5 the capital cost of extending such service divided by the number of homes in such area mi-  
6 nus the cost of extending service to the home in an area that meets the fifteen (15) homes per  
7 aerial mile or twenty-five (25) per underground mile of cable plant and/or fractional propor-  
8 tion thereof density requirement. The result cost shall equal the per Subscriber contribution  
9 relating to line extension of cable service to that particular area of the Town or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

10 \* C equals the cost of construction of new plant from the termination of existing ca-  
11 ble plant;

12 \* CA equals the average cost of construction per mile in the primary service area;

13 \* P equals the fifteen (15) homes per linear mile of aerial plant and twenty-five (25)  
14 homes per linear mile in the case of underground plant; and

15 \* LE equals the number of dwelling units in the line extension area.

16 The Licensee shall within thirty (30) days following a request for service conduct a sur-  
17 vey to determine the number of homes in the immediate area and shall inform each po-  
18 tential requesting Subscriber of the possible contribution in aid of construction (see Sec-  
19 tion 5.2(a) above) that will be charged. The Licensee shall apply for pole attachment  
20 agreements within thirty (30) days of receiving the contribution in aid of construction  
21 from all prospective Subscribers. Cable Television Service(s) shall be made available and  
22 fully activated to all requesting Subscribers who made a contribution in aid of construc-  
23 tion within thirty (30) days of receipt of pole attachment agreements by the Licensee sub-  
24 ject to the limitations set forth above.

25 (c) In arranging appointments for cable installation work, Licensee shall comply with the  
26 requirements of Section 13.3 and shall make reasonable efforts to perform installations at  
27 times convenient to Subscribers, including evening hours and Saturdays.

1 (d) Provided the Licensee has at least forty-five (45) days prior notice concerning the  
2 opening of residential subdivision trenching, or of the installation of conduit for the loca-  
3 tion of utilities, it shall install its cable in such trenching or conduits or may seek permis-  
4 sion to utilize alternative trenching or conduits within a comparable time frame. The Is-  
5 suing Authority, or its designee, shall exercise reasonable efforts to have the Planning  
6 Board require that developers give timely notice of trenching and underground construc-  
7 tion to the Licensee.

8 Section 5.3 ---COMMERCIAL ESTABLISHMENTS

9 The Licensee shall make Cable Television Service(s) available to any commercial  
10 establishments in the Town, provided that said establishment(s) agree to pay for  
11 installation and costs as established by the Licensee.

12



1 simultaneously any channel capable of being received by such owner's television set  
2 and/or DVD/VCR, the exception being that the subscriber will not be able to view and  
3 record two scrambled Signals simultaneously. Equipment compatibility information and  
4 procedures are attached as Exhibit 6.3. Accessory equipment and written procedures shall  
5 be available to all Subscribers as detailed in Exhibit 6.3, "Notice to Customers Regarding  
6 Equipment Compatibility." Notice to customers regarding equipment compatibility and  
7 the different options available shall be sent to all subscribers in writing with the applica-  
8 ble charges, if any, on an annual basis.

9 (b) Pursuant to applicable laws, the Licensee shall not scramble or otherwise encode, in  
10 any manner or form, for the entire term of the Renewal License, (1) any off-the-air Sig-  
11 nals or (2) any of the PEG Access Channels. For purposes of this Section 6.3(b), "off-the-  
12 air Signals" shall mean any local broadcast television Signals received at the Licensee's  
13 Headend without the aid of any intervening relay device or receiving dishes. For purposes  
14 of this section, the word "local" shall have the meaning as defined by applicable law  
15 and/or regulation.

16 (c) The Licensee reserves its rights to scramble or otherwise encode any cable channel(s),  
17 except for the channels discussed in Section 6.3(b) above, as is reasonably necessary, in the  
18 Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

#### 19 Section 6.4 --- CONTINUITY OF SERVICE

20 It shall be the right of all Subscribers to receive Service insofar as their financial and oth-  
21 er obligations to the Licensee are honored; provided, however, that the Licensee shall  
22 have no obligation to provide service to any person who or which Licensee has reasona-  
23 ble basis to believe is using unauthorized converters. The Licensee shall ensure that all  
24 Subscribers receive continuous, uninterrupted Service, except for necessary Service inter-  
25 ruptions. When necessary, non-routine Service interruptions can be anticipated, the Li-  
26 censee shall notify Subscribers of such interruption(s) in advance

#### 27 Section 6.5 --- FREE DROPS & MONTHLY SERVICE TO PUBLIC NON-SCHOOL 28 BUILDINGS AND SCHOOLS

29 (a) The Licensee shall provide, install and maintain at no cost Subscribers one (1) Cable  
30 Drop and/or Outlet, and converter, if necessary, and its monthly Basic Service, or its  
31 equivalent, to all police and fire stations, public libraries, schools and other public build-

1 ings along its cable routes and any other public buildings and/or schools along its cable  
2 routes lawfully designated as municipal buildings and occupied and used as such by a  
3 municipal entity or by the Issuing Authority now or in the future. The Licensee shall  
4 coordinate the location of each Drop and/or Outlet with each of the aforementioned insti-  
5 tutions newly receiving Service. There shall be no costs to the Town, the Amherst and  
6 Amherst Regional School Department (the "School Department") and/or any designated  
7 institution for the standard installation and provision of monthly Basic Cable Service and  
8 related maintenance.

9 (b) The Licensee shall install any such Drop and/or Outlet and converter, if necessary,  
10 within sixty (60) days for aerial Drops or one hundred twenty (120) days for underground  
11 Drops of any such written request(s) from the Issuing Authority and/or the School  
12 Department, weather conditions permitting, at the Licensee's sole cost and expense. The  
13 exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing  
14 Authority or its designee(s).

15 (c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper  
16 officials in each of the buildings and/or institutions entitled to such a Drop and/or Outlet,  
17 prior to any such installation.

18 (d) There shall be no charges to the Issuing Authority, the School Department and/or the  
19 Town for the initial standard installation, and for standard maintenance, and/or standard  
20 repair of Drops and/or Outlet(s) to public buildings.

21

1 SECTION 7

2 PEG ACCESS/TECHNOLOGY FUND

3 SECTION 7.1 --- PEG ACCESS CHANNELS

4 (a) The Licensee shall continue to make available three (3) PEG Access Channels for  
5 noncommercial Public Educational and Governmental Access use.

6 (b) The Licensee shall not charge the Town, educational authorities, non-profit and/or  
7 charitable organizations serving the local or any other regional governmental entities for  
8 non-commercial use of the PEG Access channels.

9 (c) At its sole discretion, the Issuing Authority or its designated access provider may de-  
10 signate the Public, Educational, and Governmental purposes for each PEG Access Chan-  
11 nel. A Public, Educational and Governmental Access (PEG Access) Channel may not be  
12 used to cablecast programs for profit or for political or commercial fundraising.

13 SECTION 7.2 --- SUPPORT FOR PEG ACCESS

14 (a) Licensee shall provide annual support for PEG access equal to five percent (5%) of  
15 Licensee's Gross Annual Revenues, less any License Fees payable to the Town and State.  
16 Said annual payment shall be used by the Issuing Authority or its designee(s) for any ca-  
17 ble related purpose, including costs and expenses connected with PEG Access Program-  
18 ming and operations.

19 (b) With respect to support for PEG access, Licensee shall make quarterly payments equal  
20 to five percent (5%) of the previous quarter's gross revenues, as follows:

<u>Period Covered</u>	<u>Payment Due Dates</u>
21 January 1 – March 31	22 May 15
23 April 1 – June 30	24 August 15
24 July 1-September 30	25 November 15
25 October 1 – December 31	February 15

26 The first payment shall be made on February 15, 2007 for the period of the Effective  
27 Date through December 31, 2006. The final payment for the period of July 1, 2016  
28 through October 15, 2016 shall be due by December 15, 2016.

29 (c) The Licensee shall file with each quarterly payment pursuant to this Section 7.2, a  
30 statement certified by a duly authorized financial representative of the Licensee  
31 documenting, in reasonable detail, the total Gross Annual Revenue as defined in Section 1.

1 (d) In no case shall said five percent (5%) payment(s) include or be counted against: (i) the  
2 capital funding required by Section 7.3 below and (ii) the technology fund payable to the  
3 Issuing Authority pursuant to Section 7.11, provided, however, that said five percent (5%)  
4 payment shall be a Franchise Fee, as defined pursuant to Section 622 (h) of the Cable Act,  
5 and subject to the five percent (5%) federal cap on such Franchise Fees.

6 (e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased  
7 Access user, who or which distributes any Service over the Cable System for which  
8 charges are assessed to Subscribers but not received by the Licensee, shall pay the  
9 Issuing Authority's designee an amount equal to five percent (5%) of such Person's Gross  
10 Annual Revenues. If the Licensee collects revenues for said Person, then the Licensee  
11 shall collect said five percent (5%) payment on the Gross Annual Revenues of said  
12 Person and shall pay said amounts to the Issuing Authority's designee along with the  
13 Licensee's five percent (5%) percent PEG access payments pursuant to Section 7.2(a)  
14 herein. If the Licensee does not collect the revenues for a Person that distributes any  
15 Service over the System, then the Licensee shall notify any such Person of this five  
16 percent (5%) payment requirement and shall notify the Issuing Authority of such use of  
17 the Cable System by such Person(s).

#### 18 SECTION 7.3 --- CAPITAL SUPPORT

19 (a) Licensee shall provide a capital payment of Four Hundred Fifty Thousand Dollars  
20 (\$450,000) to the Issuing Authority for PEG Access and cable-related telecommunica-  
21 tions equipment and non-operating expenses associated with PEG Access. All PEG  
22 Access and cable-related telecommunications equipment purchased with these funds will  
23 be owned, operated and maintained by the Town and/or its designee(s). Said payments  
24 shall be paid by the Licensee as follows:

25 (i) within sixty (60) days of the Effective Date of this Renewal License, One Hundred  
26 Fifty Thousand Dollars (\$150,000);

27 (ii) on or before October 1, 2008, One Hundred Fifty Thousand Dollars (\$150,000);  
28 and

29 (iii) on or before October 1, 2010, One Hundred Fifty Thousand Dollars (\$150,000).

30 (b) In no event shall capital funding for PEG access include or be counted against either: (i)  
31 the annual PEG access funding required by Section 7.2 above; (ii) the Technology Fund

1 payable to the Issuing Authority pursuant to Section 7.11 below; and/or (iii) any License Fee  
2 payment, and/or any other fees or payments required by applicable law.

### 3 SECTION 7.4 --- PEG ACCESS PAYMENTS

4 All payments required pursuant to this Section 7 shall be made by Licensee to the Issuing  
5 Authority unless directed to do otherwise in writing by the Issuing Authority.

### 6 SECTION 7.5 --- ACCESS CHANNEL MAINTENANCE

7 (a) The Licensee shall monitor the PEG access channels for technical quality and shall  
8 ensure that they are maintained at standards commensurate with those which apply to the  
9 Cable System's commercial channels, including any applicable FCC Regulations. How-  
10 ever the Licensee is not responsible for production quality of PEG Access. The Issuing  
11 Authority or its designee shall be responsible for the picture quality of all its PEG Access  
12 productions.

13 (b) For each PEG Access Channel to be activated, the Issuing Authority and/or its desig-  
14 nee(s) is (are) responsible for providing a video Signal with accompanying audio signal  
15 to the Licensee's modulator(s) that meets the minimum FCC technical standards.

16 (c) The Licensee shall provide for automatic switching on each of the PEG channels so  
17 that, if desired, live field productions can override the primary cablecasting signals with-  
18 out personnel having to be present at the primary PEG cablecasting site(s) or at the cable  
19 system head end. The Town or its designated access provider shall be responsible for any  
20 and all manual switching, if necessary, during live field productions.

### 21 SECTION 7.6 --- EQUIPMENT OWNERSHIP

22 (a) The Town or its designated access provider shall own, operate, repair and replace all  
23 PEG Access equipment purchased with funding pursuant to Section 7.3 above and only  
24 for use in accordance herewith and shall forever be for use of the Town or its designated  
25 access provider.

26 (b) The Issuing Authority or its designee will be responsible for the quality of the au-  
27 dio/video Signal up to the cable system insertion equipment. Licensee shall provide,  
28 maintain, align, repair and replace all RF/Fiber-Optic/Digital equipment used to insert,  
29 transmit, or distribute PEG access Signals over the Cable System, Subscriber Network or  
30 I-Net, including but not limited to one (1) modulator for each of the designated public,  
31 educational and governmental access channels, for use in connection with cablecasting on

1 those channels; b) three (3) frequency agile modulators for use in remote field operations;  
2 and c) three (3) frequency agile demodulators for use in connection with the above re-  
3 mote field operations. If it is determined that the maintenance and/or repair issue is as a  
4 result of Town-owned equipment or municipal user neglect or error, the Licensee re-  
5 serves the right to charge the Town for reasonable labor and material costs of the Licen-  
6 see as agreed to by the parties prior to the commencement of work for maintenance.

7 SECTION 7.7 --- EMERGENCY CONTACT INFORMATION

8 Licensee shall provide and keep current emergency after hours picture quality problem  
9 resolution contact information for the Issuing Authority and/or the Designated Access  
10 Provider.

11 SECTION 7.8 --- CHANGES IN PEG ACCESS CHANNEL ASSIGNMENT

12 The Licensee shall not move or otherwise relocate the channel locations of the PEG Access  
13 Channels, without advance written notice to the Access Corporation and Issuing Authority.  
14 Licensee shall reimburse the Town or its designee for the actual costs of stationery, enve-  
15 lopes, signs, business cards and "channel-marked items," necessitated by such PEG Access  
16 Channel relocation, in an amount not to exceed One Thousand Dollars (\$1,000.00).

17 SECTION 7.9 --- LATE PAYMENT

18 In the event that any fee or payment required in this Article 7 is not tendered on or before  
19 the dates fixed, interest due on such fee shall accrue from the date due at the rate of two  
20 percent (2%) above the prime at the Bank of America in Boston or its successor.

21 SECTION 7.10 --- PEG ACCESS COSTS

22 Subject to applicable law, there shall be no charges by the Licensee to the Town, its de-  
23 signee(s), and/or PEG Access users for use of the PEG Access Channels.

24 SECTION 7.11 --- TECHNOLOGY FUND

25 Within sixty (60) days of the Effective Date of this Renewal License, the Licensee shall  
26 provide the Issuing Authority a technology fund payment in the amount of Fifty Thou-  
27 sand Dollars (\$50,000) to be used for municipal technology purposes.

28



1 cent (2%) above the prime rate at the Bank of America in Boston or its successor during  
2 the period that such additional amount is owed.

3 Section 8.4 --- TAXES

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

12 (b) In accordance with Section 622(h) of the Cable Act, nothing shall preclude the au-  
13 thority of the Issuing Authority to impose a tax, fee or other assessment of any kind on  
14 any Person (other than the Licensee) with respect to Cable Service or Service provided by  
15 such Person over the Cable System for which charges are assessed to Subscribers but not  
16 received by the Licensee.

17



1 SECTION 9.5 --- FRANCHISE RELATED COSTS - EXTERNALIZING, LINE-  
2 ITEMING AND PASSING-THROUGH

3 The Licensee shall have the right to pass through costs associated with this Renewal Li-  
4 cense to the extent allowed by and in accordance with applicable law and regulations.

5



1 (2) Certificates of Insurance reasonably acceptable to the Town shall be addressed to  
2 and filed with the Town and shall commence no later than the Effective Date of this  
3 Renewal License. Renewal certificates shall be addressed to and filed with the Town at  
4 least twenty (20) days prior to the expiration date of required policies.

5 (3) The insurance policies and performance bond required herein shall each contain  
6 an explicit endorsement stating that such insurance policies and performance bond are  
7 intended to cover the liability assumed by the Licensee under the terms of the Renewal  
8 License and shall contain the following endorsement: It is hereby understood and agreed  
9 that this policy (or bond) shall not be cancelled, or the amount of coverage thereof re-  
10 duced until thirty (30) days after receipt by the Issuing Authority of one (1) copy of a  
11 written notice of such intent to cancel, materially change or reduce the coverage required  
12 herein.

13 (4) The above policies shall name the Town as an additional insured as its interests  
14 may appear.

15 (5) Such insurance shall be primary with respect to any insurance maintained by the  
16 Town and shall not call on the Town's insurance for contributions.

17 (6) The coverage amounts set forth above may be met by a combination of underlying  
18 and umbrella policies so long as in combination the limits equal or exceed those required  
19 herein.

20 (7) The Licensee shall be required to obtain, procure or maintain the required insurance  
21 for the term of the renewal license. Failure to do so in may constitute a material breach of  
22 the Renewal License subject to the provisions of Section 12.1.

23 (8) The Licensee shall require that every one of its contractors and their subcontractors  
24 are covered by the Licensee's insurance as required herein or, in the alternative, carry in full  
25 force and effect, the same insurance in the same minimum amounts as required herein.

26 (9) The Licensee shall be responsible for all deductibles.

27 (10) Neither the requirement for insurance, nor the existence of insurance by the Licen-  
28 see, shall diminish the Licensee's indemnification/hold harmless obligations pursuant to  
29 Section 10.3 below.

30

1 Section 10.2 --- PERFORMANCE BOND

2 (a) The Licensee shall maintain, without charge to the Town, throughout the term of  
3 the Renewal License a faithful performance bond running to the Town, with good and  
4 sufficient surety licensed to do business in the State in the sum of One Hundred Thou-  
5 sand Dollars (\$100,000.00). Said bond shall be upon the terms and conditions specified in  
6 M.G.L. c. 166A, § 5(k) and the faithful performance and discharge of all of the obliga-  
7 tions imposed by this Renewal License, subject to the provisions of Sections 12.1.

8 (b) The performance bond shall be effective throughout the term of the Renewal Li-  
9 cense, including the time for removal of all of the facilities provided for herein, pursuant  
10 to M.G.L. c. 166A, § 5(f) and Section 2.7, supra, and shall be conditioned that in the  
11 event that the Licensee fails to comply with any one or more of the terms and conditions  
12 of the bond, the Town shall recover from the surety of such bond all damages suffered by  
13 the Town as a result thereof, pursuant to the provisions of Sections 12.1 below.

14 (c) Said bond shall be a continuing obligation of the Renewal License, and thereafter  
15 until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and  
16 conditions of such bond. In the event that the Town recovers from said surety, the Licen-  
17 see shall take immediate steps to reinstate the performance bond to the sum of One Hun-  
18 dred Thousand Dollars (\$100,000.00) required herein. Neither this section, any bond ac-  
19 cepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of  
20 the Licensee under the Renewal License.

21 Section 10.3 --- INDEMNIFICATION

22 (a) The Licensee shall, at its sole cost and expense, indemnify, hold harmless, and  
23 faithfully defend (if requested by the Issuing Authority) the Town, its officials, boards,  
24 commissions, committees, agents and/or employees against all claims, suits, causes of  
25 action, proceedings, judgment, damages, liabilities, costs and expenses, whether arising  
26 in law or in equity, arising out of or relating to: (i) this Renewal License, (ii) the  
27 construction, installation, operation, maintenance or removal of the Cable System by the  
28 Licensee, its officers, employees or agents, or (iii) the acts or omissions of the Licensee,  
29 its officers, employees or agents, including by way of example, but not limitation,  
30 damages, injuries (personal or otherwise) or accidental death to any persons or damage to  
31 real or personal property.

1 (b) The Town must:

2 (i) Provide timely written notification to the Licensee of any claim or legal proceeding  
3 which gives rise to such claimed indemnification right. The Town shall make its best ef-  
4 fort to forward said legal complaint to the Licensee within ten (10) business days of re-  
5 ceipt by the Town.

6 (ii) Afford Licensee the opportunity to participate in and fully control any compro-  
7 mise, settlement or other resolution or disposition of such claim or proceeding, unless,  
8 however, the Town reasonably determines that its interests cannot be represented in good  
9 faith by Licensee; and

10 (iii) Fully cooperate with the reasonable requests of Licensee in its participation in,  
11 and control, compromise, settlement or resolution or other disposition of such claim or  
12 proceeding subject to subparagraph ii above.

13 (c) The Licensee shall be responsible for all damage or injury to property of any character  
14 resulting from any act, omission, neglect, or misconduct in the manner or method of  
15 executing this Renewal License or due to the non-execution of its obligations or at any  
16 time due to defective work or materials.

17 (d) The indemnification obligation under this paragraph shall not be limited in any way  
18 by any limitation on the amount or type of damages, compensation benefits or insurance  
19 payable by or for the Licensee or any Subcontractor under Workmen's Compensation  
20 Acts, disability benefit acts, other employee benefit acts or insurance policies.

21 (e) The Licensee shall not be required to indemnify the Town for attorney's fees and  
22 costs incurred prior to the above written notice being provided to the Licensee.

23



1 Section 11.3 --- NONDISCRIMINATION

2 The Licensee shall not discriminate against any Person in its solicitations, service or  
3 access activities, if applicable, on the basis of race, color, creed, religion, ancestry, na-  
4 tional origin, geographical location within the Town, sex, affectional preference, gender  
5 identity, disability, age, marital status, or status with regard to public assistance. The Li-  
6 censee shall be subject to all other applicable requirements of federal and State laws or  
7 regulations, relating to nondiscrimination through the term of the Renewal License.

8 Section 11.4 --- JURISDICTION

9 Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal  
10 License shall be in any court of appropriate venue and subject matter jurisdiction located  
11 in the Commonwealth of Massachusetts and the parties by the instrument subject them-  
12 selves to the personal jurisdiction of said court for the entry of any such judgment and for  
13 the resolution of any dispute, action, or suit.

14



1 (1) seek specific performance of any provision in this Renewal License which reason-  
2 ably lends itself to such remedy as an alternative to damages;

3 (2) assess liquidated damages in accordance with the schedule set forth in Section  
4 12.2 below;

5 (3) commence an action at law for damages;

6 (4) foreclose on all or any appropriate part of the Performance Bond pursuant to Sec-  
7 tion 10.2 herein;

8 (5) declare the Renewal License to be revoked subject to Section 12.3 below and ap-  
9 plicable law; and/or

10 (6) invoke any other lawful remedy available to the Town.

11 Section 12.2 --- LIQUIDATED DAMAGES

12 (a) For the violation of any of the following provisions of this Renewal License, liqui-  
13 dated damages shall be assessed by the Issuing Authority, payable by the Licensee, sub-  
14 ject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date  
15 that the Licensee received written notice, by certified mail, of the provision or provisions  
16 which the Issuing Authority believes are in default, provided that the Issuing Authority  
17 has subsequently made a determination of default pursuant to Section 12.1 above.

18 (1) For failure to obtain the advance, written approval of the Issuing Authority for any  
19 transfer of the Renewal License in accordance with Section 2.3 herein, Three Hundred  
20 Dollars (\$300.00) per day, for each day that any such noncompliance continues.

21 (2) For failure to comply with the FCC's Customer Service Obligations in accordance  
22 with Section 13.2 infra, and Exhibit 13.2 attached hereto, One Hundred Dollars (\$100.00)  
23 per day that any such non-compliance continues.

24 (3) For failure to provide, install and/or fully activate the Subscriber Network Drops  
25 and/or Outlets provided pursuant to Section 6.5 herein, Fifty Dollars (\$50.00) per day that  
26 any of such Drops and/or Outlets are not provided, installed and/or activated as required.

27 (b) Such liquidated damages shall not be a limitation upon, any other provisions of this  
28 Renewal License and applicable law, including revocation, or any other statutorily or ju-  
29 dicially imposed penalties or remedies

30 (c) Each of the above-mentioned cases of non-compliance shall result in damage to the  
31 Town, its residents, businesses and institutions, compensation for which will be difficult

1 to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth  
2 above are fair and reasonable compensation for such damage. The Licensee agrees that  
3 said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within  
4 one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D)  
5 of the Cable Act.

6 Section 12.3 --- REVOCATION OF THE RENEWAL LICENSE

7 To the extent permitted by applicable law and subject to the provisions of Section 12.1  
8 above, in the event that the Licensee fails to comply with any material provision of the  
9 Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

10 Section 12.4 --- NO WAIVER - CUMULATIVE REMEDIES

11 (a) No decision by the Town or its Issuing Authority to invoke any remedy under this  
12 Renewal License or under any statute, regulation, law, or bylaw, shall preclude the avail-  
13 ability of any other such remedy.

14 (b) Subject to Section 626(d) of the Cable Act with respect to renewal of the cable fran-  
15 chise, no failure on the part of the Town to exercise, and no delay in exercising, any right  
16 in the Renewal License shall operate as a waiver thereof, nor shall any single or partial  
17 exercise of any such right preclude any other right, all subject to the conditions and limi-  
18 tations contained in the Renewal License.

19 (c) The rights and remedies provided herein are cumulative and not exclusive of any re-  
20 medies provided by law, and nothing contained in the Renewal License shall impair any  
21 of the rights of the Town under applicable law, subject in each case to the terms and con-  
22 ditions in the Renewal License.

23 (d) A waiver of any right or remedy by the Town at any one time shall not affect the ex-  
24 ercise of such right or remedy or any other right or remedy by the Town at any other  
25 time. In order for any waiver of the Town to be effective, it shall be in writing. The fail-  
26 ure of the Town to take any action in the event of any breach by the Licensee shall not be  
27 deemed or construed to constitute a waiver of or otherwise affect the right of the Town to  
28 take any action permitted by the Renewal License at any other time in the event that such  
29 breach has not been cured, or with respect to any other breach by the Licensee.

30



1 (f) The Licensee shall not be required to acquire equipment or perform surveys to meas-  
2 ure compliance with the telephone answering standards above unless an historical record  
3 of complaints indicates a clear failure to comply.

4 SECTION 13.2 --- FCC CUSTOMER SERVICE REGULATIONS

5 Licensee shall comply with the FCC Customer Service Regulations (47 CFR 76.309) as  
6 may be amended from time to time, which standards are attached hereto, and made a part  
7 hereof, as Exhibit 13.2.

8 SECTION 13.3 --- INSTALLATION VISITS, SERVICE CALLS, RESPONSE TIME

9 (a) Subject to applicable law, the Licensee shall respond to all requests for aerial installa-  
10 tions within seven (7) days of said request, or at such time as is mutually agreed-upon by  
11 the Licensee and said Subscriber. Underground installation shall be completed as expedi-  
12 tiously as possible, weather permitting. If arranging appointments for installation, the Li-  
13 censee shall specify in advance whether such will occur in the morning or afternoon, or a  
14 narrower interval, if possible, and the Licensee shall make reasonable efforts to install at  
15 times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m.  
16 weekdays).

17 (b) A Subscriber Complaint or request for Cable Service received after Normal Business  
18 Hours shall be acted upon the next business day in accordance with the FCC regulations.

19 (c) The Licensee shall ensure that there are stand-by technicians on-call at all times after  
20 Normal Business Hours.

21 (d) System outages shall be responded to immediately, twenty-four (24) hours a day by  
22 technical personnel. For purposes of this section, an outage shall be considered to occur  
23 when three (3) or more calls are received from any one neighborhood, concerning such  
24 an outage, or when the Licensee has reason to know of such an outage.

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

27 SECTION 13.4 --- EMPLOYEE IDENTIFICATION CARDS

28 All of the Licensee's employees entering, or seeking entrance, upon private property, in  
29 connection with the construction, installation, maintenance and/or operation of the Cable  
30 System, including repair and sales personnel, shall be required to display an employee  
31 identification card issued by the Licensee and bearing a picture of said employee.

1 Section 13.5 --- BUSINESS PRACTICE STANDARDS

2 The Licensee shall provide the Issuing Authority, the Cable Division and all of its Sub-  
3 scribers with the following information in accordance with 207 CMR 10.00 et seq., at-  
4 tached hereto as Exhibit 13.5 and made a part hereof, as the same may exist or as may be  
5 amended from time:

6 (i) Notification of its billing practices;

7 (ii) Notification of Services, Rates and Charges;

8 (iii) Form of Bill;

9 (iv) Advance Billing, Issuance of Bills;

10 (v) Billing due dates, delinquency, late charges and termination of service;

11 (vi) Charges for Disconnection or Downgrading of Service;

12 (vii) Billing Disputes; and

13 (viii) Security Deposits.

14 Section 13.6 --- COMPLAINT RESOLUTION PROCEDURES

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

16 (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all  
17 complaints regarding the quality of Service, equipment malfunctions and similar matters.

18 In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall  
19 be responsible for receiving and acting upon such Subscriber complaint/inquires, as fol-  
20 lows.

21 (i) Upon the written request of the Issuing Authority or its designee(s), and subject to  
22 applicable privacy laws, the Licensee shall, within the (10) business days after receiving  
23 such request, send a written report to the Issuing Authority with respect to any complaint.

24 Such report shall provide a full explanation of the investigation, finding and corrective  
25 steps taken by the Licensee. Should a Subscriber have an unresolved complaint regarding  
26 cable television operations, the Subscriber shall be entitled to file his or her complaint  
27 with the Issuing Authority or its designee(s), who shall have primary responsibility for  
28 the continuing administration of the Renewal License and the implementation of com-  
29 plaint procedures. Thereafter, if the Subscriber wished to participate in further processing  
30 of the complaint, the Subscriber shall meet jointly in Amherst with the Issuing Authority  
31 or its designee(s) and a representative of the Licensee, within thirty (30) days of the Sub-

1 scribe's filing of his or her complaint, in order to fully discuss and attempt to resolve  
2 such matter.

3 (c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing  
4 Authority or its designee(s) determines it to be in the public interest, the Issuing Authori-  
5 ty or its designee(s) may investigate any complaints or disputes brought by Subscribers  
6 arising from the operations of the Licensee.

#### 7 SECTION 13.7 --- REMOTE CONTROL DEVICES

8 The Licensee shall allow its Subscribers to purchase, from legal and authorized parties  
9 other than the Licensee, own, utilize and program remote control devices which are com-  
10 patible with the Converter(s) provided by the Licensee. The Licensee takes no responsi-  
11 bility for changes in its equipment which might make inoperable the remote control de-  
12 vices acquired by Subscribers.

#### 13 SECTION 13.8 --- PRIVACY WRITTEN NOTICE

14 Subject to applicable law, at the time of entering into an agreement to provide any Cable  
15 Service or other service to a Subscriber, and annually thereafter to all Cable System Sub-  
16 scribers, the Licensee shall provide Subscribers with written notice, as required by Sec-  
17 tion 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains  
18 the Licensee's practices regarding the collection, retention, uses, and dissemination of  
19 personal subscriber information, and describing the Licensee's policy for the protection of  
20 subscriber privacy.

#### 21 Section 13.9 - MONITORING

22 (a) Subject to applicable law, unless otherwise required by court order, neither the Licen-  
23 see nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping  
24 or monitoring, or permit any other Person to tap or monitor, any cable, line, signal, input  
25 device, or subscriber Outlet or receiver for any purpose, without the prior written authori-  
26 zation of the affected Subscriber or User; provided, however, that the Licensee may con-  
27 duct system-wide or individually addressed "sweeps" solely for the purpose of verifying  
28 System integrity, checking for illegal taps, connections or Converters, controlling return-  
29 path transmission, billing for pay Services or monitoring channel usage in a manner not  
30 inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties  
31 and the Issuing Authority any instances of monitoring or tapping of the Cable Television

1 System, or any part thereof, of which it has knowledge, whether or not such activity has  
2 been authorized by the Licensee, other than as permitted herein.

3 (b) The Licensee shall not record or retain any information transmitted between a Sub-  
4 scriber or User and any third party, except as required for lawful business purposes. Pur-  
5 suant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifi-  
6 ble information if the information is no longer necessary for the purpose for which it was  
7 collected and there are no pending requests or orders for access to such information pur-  
8 suant to a request from a Subscriber or pursuant to a court order.

### 9 SECTION 13.10 - DISTRIBUTION OF SUBSCRIBER INFORMATION

10 (a) Subject to applicable law, the Licensee shall not disclose personally identifiable in-  
11 formation concerning any Subscriber without the prior written or electronic consent of  
12 the Subscriber concerned.

13 (b) The Licensee may disclose such information if the disclosure is:

14 (i) necessary to render, or conduct a legitimate business activity related to, a Ca-  
15 ble Service or other service provided by the Licensee to the Subscriber; and/or made pur-  
16 suant to a court order authorizing such disclosure; or

17 (ii) a disclosure of the names and addresses of Subscribers to any Cable Service or  
18 other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit  
19 or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the  
20 (i) extent of any viewing or other use by the Subscriber of a Cable Service or other ser-  
21 vice provided by the Licensee, or (ii) the nature of the transaction made by the Subscriber  
22 over the Cable System.

### 23 Section 13.11 --- INFORMATION WITH RESPECT TO VIEWING HABITS AND 24 SUBSCRIPTION DECISIONS

25 Except as permitted by Section 631 of the Cable Act and applicable laws, neither the Li-  
26 censee nor its agents nor its employees shall make available to any third party, including  
27 the Town, information concerning the viewing habits or subscription package decisions  
28 of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee  
29 shall notify the Subscriber as soon as practicable, unless such notification is otherwise  
30 prohibited by applicable law or the court.

31

1 Section 13.12 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

2 (a) The Licensee shall promptly make available for inspection by a Subscriber at a rea-  
3 sonable time and place all personal Subscriber information that the Licensee maintains  
4 regarding said Subscriber.

5 (b) A Subscriber may obtain from the Licensee a copy of any or all of the personal sub-  
6 scriber information regarding him or her maintained by the Licensee. The Licensee may  
7 require a reasonable fee for making said copy.

8 (c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dis-  
9 semination of any item of personal subscriber information. Such challenges and related  
10 inquiries about the handling of subscriber information shall be directed to the Licensee.  
11 The Licensee shall change any such information upon a reasonable showing by any Sub-  
12 scriber that such information is inaccurate.

13 SECTION 13.13 --- POLLING BY CABLE

14 No poll of a Subscriber shall be conducted or obtained, unless (i) the program shall con-  
15 tain an explicit disclosure of the nature, purpose and prospective use of the results of the  
16 poll, and (ii) the program has an informational, entertainment or educational function  
17 which is self-evident. The Licensee or its agents shall release the results only in the ag-  
18 gregate and without individual references.

19

1 **SECTION 14**

2 **REPORTS AND PERFORMANCE TESTS**

3 **Section 14.1 --- GENERAL**

4 (a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to  
5 the Town any information regarding the Licensee, its business and operations with re-  
6 spect to the Cable System and/or any Affiliated Person in such form and containing such  
7 information as may be reasonably requested by the Issuing Authority, which may be rea-  
8 sonably required to establish the Licensee's compliance with its obligations pursuant to  
9 the Renewal License.

10 (b) If the Licensee believes that the documentation requested by the Issuing Authority  
11 involves proprietary information, then the Licensee shall submit the information to its  
12 counsel, who shall confer with the Town Counsel for a determination of the validity of  
13 the Licensee's claim of a proprietary interest. In the event of a disagreement, the Licensee  
14 shall have all rights available under applicable law to challenge or appeal to the appropri-  
15 ate appellate entity(ies) the determination of the Town.

16 (c) Upon written request from the Issuing Authority and for informational purposes only,  
17 the Licensee shall engage in public discussions of new and relevant Cable System and  
18 PEG Access technology(ies) and Services. Nothing in this section shall obligate the Li-  
19 censee to institute new technology(ies).

20 **Section 14.2 ---FINANCIAL REPORTS**

21 (a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal  
22 year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable  
23 Division Forms 200 showing a balance sheet sworn to by the Licensee's Financial Repre-  
24 sentative, in accordance with applicable law. Said forms shall contain such financial in-  
25 formation as required by applicable law.

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

27 **SECTION 14.3 --- CABLE SYSTEM SUBSCRIBER NUMBERS REPORT**

28 The Licensee shall file annually with the Issuing Authority a summary of the number of  
29 Basic Service Subscribers.

30

1 SECTION 14.4 --- SUBSCRIBER COMPLAINT REPORT

2 In accordance with the regulations of the Cable Division, the Licensee shall submit a  
3 completed copy of Cable Division Form 500 (See Exhibit 14.4) to the Issuing Authority,  
4 or its designee(s), as required by the Cable Division. The Licensee shall record all written  
5 and verbal Complaints of its Subscribers on said Form 500.

6 SECTION 14.5 --- INDIVIDUAL COMPLAINT REPORTS

7 Licensee shall, within ten (10) business days after receiving a written request therefor,  
8 send a written report to the Issuing Authority with respect to any complaint. Such report  
9 shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

10 SECTION 14.6 --- BI-ANNUAL PERFORMANCE TEST

11 Upon written request of the Issuing Authority, the Licensee shall provide copies of proof  
12 of performance tests to the Issuing Authority in accordance with FCC regulations, at 47  
13 C.F.R. §76.601 et seq. In addition, said Proof of Performance tests shall be available in  
14 the License's public file as required by applicable law and regulation.

15 SECTION 14.7 --- RIGHT TO INSPECTION OF THE CABLE SYSTEM

16 Upon written notice, the Issuing Authority or its designee(s) shall have the right to in-  
17 spect the plant and equipment in the Town at reasonable times and under reasonable cir-  
18 cumstances; provided, however, that such inspections are reasonable and do not interfere  
19 with the operation or the performance of the facilities of the Cable System, and that such  
20 inspections are conducted after reasonable written notice to the Licensee. The Licensee  
21 shall have a representative present during such inspections and shall fully cooperate in  
22 these activities.

23 SECTION 14.8 --- QUALITY OF SERVICE

24 (a) Licensee shall comply with all applicable FCC regulations and standards relating to  
25 quality of the signals transmitted over the Cable Television System, including 47 CFR  
26 76.05, which are incorporated herein by reference.

27 (b) Where there exists evidence which, in the reasonable judgment of the Issuing  
28 Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the  
29 Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the  
30 Licensee. The Licensee shall submit a written report to the Issuing Authority, within

1 thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in  
2 detail its explanation of the problem(s)

3 **SECTION 14.9 --- IN-HOUSE TELEPHONE REPORTS**

4 To establish the Licensee's compliance with the requirements of Sections 13.2 and 13.5  
5 of this Renewal License, the Licensee shall provide, upon written request of the Issuing  
6 Authority, a report of regional telephone traffic, generated from an in-house automated  
7 call accounting or call tracking system, not more than once per year unless a finding of  
8 non-compliance has been shown.

9 **SECTION 14.10 --- INVESTIGATION**

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

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**SECTION 15**  
**EMPLOYMENT**

**Section 15.1 --- EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

**Section 15.2 --- NON-DISCRIMINATION**

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



1 SECTION 16.5 --- REMOVAL OF ANTENNAS

2 Licensee shall not remove any television antenna of any Subscriber but shall, at cost, of-  
3 fer to said Subscriber and maintain an adequate switching device to allow said Subscriber  
4 to choose between cable and non-cable television reception.

5 SECTION 16.6 --- SUBSCRIBER TELEVISION SETS

6 Licensee shall not engage directly or indirectly in the business of selling or repairing tel-  
7 evision or radio sets; provided, however, that Licensee may make adjustments to televi-  
8 sion sets in the course of normal maintenance.

9 SECTION 16.7 --- TERM

10 All obligations of Licensee and the Issuing Authority as set forth in this Renewal License  
11 shall commence upon the expiration of the existing license and shall continue for the term  
12 of this Renewal License except as expressly provided for herein.

13 SECTION 16.8 --- ISSUING AUTHORITY'S DESIGNEE

~~14 In the event that the Issuing Authority's designee is other than the Town Manager, the~~  
15 Issuing Authority shall notify Licensee in writing of said designee.

16 SECTION 16.9 --- ACTS OR OMISSIONS OF AFFILIATES

17 During the term of the Renewal License, the Licensee shall be liable for the acts or omis-  
18 sion of its Affiliates while such Affiliates are involved directly or indirectly in the construc-  
19 tion, installation, maintenance, operation or removal of the Cable System as if the acts or  
20 omissions of such Affiliates were the acts or omissions of the Licensee.

21 Section 16.10 --- RENEWAL LICENSE EXHIBITS

22 The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorpo-  
23 rated herein by reference and expressly made a part of the Renewal License, unless such  
24 exhibits are noted for informational purposes only.

25 Section 16.11 --- WARRANTIES

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

28 (i) The Licensee is duly organized, validly existing and in good standing under the law of  
29 the Commonwealth of Massachusetts;

30 (ii) The Licensee has the requisite power and authority under applicable law and its by-  
31 laws and articles of incorporation and/or other organizational documents, is authorized by

1 resolutions of its Board of Directors or other governing body, and has secured all consents  
2 which are required to be obtained as of the Effective Date of the Renewal License, to enter  
3 into and legally bind the Licensee to the Renewal License and to take all actions necessary  
4 to perform all of its obligations pursuant to the Renewal License;

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

7 (iv) There is no action or proceeding pending or threatened against the Licensee as of  
8 the Effective Date of this Renewal License that would interfere with its performance of the  
9 Renewal License; and

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

#### 13 Section 16.12 --- APPLICABILITY OF RENEWAL LICENSE

14 All of the provisions in the Renewal license shall apply to the Town, the Licensee, and their  
15 respective successors and assignees.

#### 16 Section 16.13 --- NOTICES

17 (a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certi-  
18 fied mail to the Issuing Authority at Town Hall, 4 Boltwood Avenue, Amherst MA 01002  
19 or to such other address(es) as the Issuing Authority may specify in writing to the Licensee,  
20 with one (1) copy to the Town's Cable Advisory Committee at the same address.

21 (b) Every notice served upon the Licensee shall be delivered, sent by express mail (signa-  
22 ture required) or by certified mail/return receipt requested to the following address: Com-  
23 cast Cable Communications, Inc., 3303 Main Street, Springfield, MA 01107 with copies to  
24 Vice President of Government Affairs, Comcast, 676 Island Pond Road, Manchester, New  
25 Hampshire, 03109 and Comcast, Attn: Government Affairs, 1500 Market Street, Philadel-  
26 phia, PA 19102 or such other address(es) as the Licensee may specify in writing to the Is-  
27 suing Authority with copies to the Town's Cable Advisory Committee, Town Hall, 4 Bolt-  
28 wood Avenue, Amherst, MA 01002.

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

31

1 Section 16.14 --- NO RECOURSE AGAINST THE ISSUING AUTHORITY

2 Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against  
3 the Issuing Authority, the Town and/or its officials, boards, commission, committees, advi-  
4 sors, designees, agents, and/or its employees other than injunctive relief or declaratory re-  
5 lief, arising from the regulation of cable service or from a decision of approval or disap-  
6 proval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

7 SECTION 16.15 --- TOWN'S RIGHT OF INTERVENTION

8 The Town hereby reserves to itself, and the Licensee acknowledges the Town's right, in  
9 accordance with applicable law or regulation, to intervene in any suit, action or proceeding  
10 involving the Renewal License, or any provision in the Renewal License, provided, how-  
11 ever, that this section shall not restrict the right of the Licensee to oppose such intervention  
12 pursuant to applicable law.

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EXHIBIT 3.2

CURRENT I-NET LOCATIONS

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Town Hall, 4 Boltwood Avenue

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Police Station, 111 Main Street

7

ACTV, 246 College Street

8

Munson Library, 1046 Southeast Street

9

Jones Library, 43 Amity Street

10

North Amherst Library, 8 Montague Road

11

Public Works, 586 South Pleasant Street

12

Central Fire Station, 68 North Pleasant Street

13

Bangs Community Center, 70 Boltwood Walk

14

North Fire Station, 601 East Pleasant Street

15

Community Pool, 205 Triangle Street

16

South Amherst School, 1001 South Pleasant Street

17

Middle School, 170 Chestnut Street

18

High School, 21 Mattoon Street

19

Crocker Farm School, 280 West Street

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Mark's Meadow School, 813 North Pleasant Street

21

Wildwood School, 71 Strong Street

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Fort River School, 70 Southeast Street

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Fort River Annex, 70 Southeast Street

24

Parking Garage, 51 Boltwood Walk

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EXHIBIT 6.2

PROGRAMMING CARRIED ON THE CABLE SYSTEM

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 6.3**

**EQUIPMENT COMPATIBILITY**

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The Licensee's brochure, "Notice to Customers Regarding Equipment Compatibility," is attached hereto and made a part of this renewal license.

1 EXHIBIT 13.5

2 BILLING AND TERMINATION OF SERVICE

3  
4 207 CMR 10.00

5 **10.01: Billing Practices Notice**

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

23 **10.02: Services, Rates and Charges Notice**

- 24 (1) The cable television operator shall give notice of its services, rates and charges to po-  
25 tential subscribers before a subscription agreement is reached.
- 26 (2) At least 30 days prior to implementing an increase in one of its rates or charges or a  
27 substantial change in the number or type of programming services, the operator shall  
28 notify, in writing, the Commission, the issuing authority and all affected subscribers  
29 of the change and include a description of the increased rate or charge. The notice  
30 shall list the old and new rate or charge and, if applicable, the old and new program-  
31 ming services provided.
- 32 (3) Every cable television operator shall fully disclose in writing all of its programming  
33 services and rates, upon request from a subscriber.
- 34 (4) Every cable television operator shall fully disclose in writing all of its charges for in-  
35 stallation, disconnection, downgrades and upgrades, reconnection, additional outlets,  
36 and rental, purchase and/or replacement due to damage or theft of equipment or de-  
37 vices used in relation to cable services, upon request from a subscriber.
- 38 (5) Every cable television operator shall provide written notice of the charge, if any, for  
39 service visits and under what circumstances such charge will be imposed, upon re-  
40 quest from a subscriber.
- 41 (6) A copy of the cable operator's programming services, rates and charges shall be filed  
42 by March 15th of each year with the Commission, the issuing authority and the com-  
43 pany's local office where it shall be made available for public inspection. If an opera-  
44 tor amends its notice after the annual filing, it shall file a copy of the amendment with  
45 the Commission, the issuing authority and the company's local office.

1 (7) A cable operator shall not charge a subscriber for any service or equipment that the  
2 subscriber has not affirmatively requested by name. This provision, however, shall  
3 not preclude the addition or deletion of a specific program from a service offering, the  
4 addition or deletion of specific channels from an existing tier of service, or the re-  
5 structuring or division of existing tiers of service that do not result in a fundamental  
6 change in the nature of an existing service or tier of service.

7 **10.03: Form of Bill**

8 (1) The bill shall contain the following information in clear, concise and understandable  
9 language and format:

10 (a) The name, local address and telephone number of the cable television operator. The  
11 telephone number shall be displayed in a conspicuous location on the bill and shall be  
12 accompanied by a statement that the subscriber may call this number with any ques-  
13 tions or complaints about the bill or to obtain a description of the subscriber's rights  
14 under 207 CMR 10.07 in the event of a billing dispute;

15 (b) the period of time over which each chargeable service is billed including prorated pe-  
16 riods as a result of establishment and termination of service;

17 (c) the dates on which individually chargeable services were rendered or any applicable  
18 credits were applied;

19 (d) separate itemization of each rate or charge levied or credit applied, including, but not  
20 be limited to, basic, premium service and equipment charges, as well as any unit, pay-  
21 per-view or per item charges;

22 (e) the amount of the bill for the current billing period, separate from any prior balance  
23 due;

24 (f) The date on which payment is due from the subscriber.

25 (2) Cable operators may identify as a separate line item of each regular subscriber bill the  
26 following:

27 (a) The amount of the total bill assessed as a franchise fee and the identity of the fran-  
28 chising authority to whom the fee is paid;

29 (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable  
30 operator by the franchise agreement to support public, educational, or governmental  
31 channels or the use of such channels;

32 (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any  
33 governmental authority on the transaction between the operator and the subscriber. In  
34 order for a governmental fee or assessment to be separately identified under 207  
35 CMR 10.03, it must be directly imposed by a governmental body on a transaction be-  
36 tween a subscriber and an operator.

37 (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a  
38 document in its public file which shall be available upon request that provides the ac-  
39 counting justification for all itemized costs appearing on the bill.

40 **10.04: Advance Billing and Issuance of Bill**

41 (1) In the absence of a license provision further limiting the period of advance billing, a  
42 cable operator may, under uniform nondiscriminatory terms and conditions, require  
43 payment not more than two months prior to the last day of a service period.

44 (2) A cable subscriber may voluntarily offer and a cable operator may accept advance  
45 payments for periods greater than two months.

1 (3) Upon request, a cable television operator shall provide subscribers with a written  
2 statement of account for each billing period and a final bill at the time of disconnec-  
3 tion.

4 **10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service**

5 (1) Subscriber payment is due on the due date marked on the bill, which shall be a date  
6 certain and in no case a statement that the bill is due upon receipt. The due date shall  
7 not be less than five business days following the mailing date of the bill.

8 (2) A subscriber account shall not be considered delinquent unless payment has not been  
9 received by the company at least 30 days after the bill due date.

10 (3) The following provisions shall apply to the imposition of late charges on subscribers:

11 (a) A cable television operator shall not impose a late charge on a subscriber unless a  
12 subscriber is delinquent, the operator has given the subscriber a written late charge  
13 notice in a clear and conspicuous manner, and the subscriber has been given at least  
14 eight business days from the date of delinquency to pay the balance due.

15 (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time  
16 late charge.

17 (c) No late charge may be assessed on the amount of a bill in dispute.

18 (4) A cable television operator shall not terminate a subscriber's service unless the sub-  
19 scription is delinquent, the cable operator has given the subscriber a separate written  
20 notice of termination in a clear and conspicuous manner, and the subscriber has been  
21 given at least eight business days from the mailing of the notice of termination to pay  
22 the balance due. A notice of termination shall not be mailed to subscribers until after  
23 the date of delinquency.

24 (5) A cable television operator shall not assess a late charge on a bill or discontinue a  
25 subscriber's cable television service solely because of the nonpayment of the disputed  
26 portion of a bill during the period established by 207 CMR 10.07 for registration of a  
27 complaint with the operator or during the process of a dispute resolution mechanism  
28 recognized under 207 CMR 10.07.

29 (6) Any charge for returned checks shall be reasonably related to the costs incurred by  
30 the cable company in processing such checks.

31 **10.06: Charges for Disconnection or Downgrading of Service**

32 (1) A cable television operator may impose a charge reasonably related to the cost  
33 incurred for a downgrade of service, except that no such charge may be imposed  
34 when:

35 (a) A subscriber requests total disconnection from cable service; or

36 (b) A subscriber requests the downgrade within the 30 day period following the notice of  
37 a rate increase or a substantial change in the number or type of programming services  
38 relative to the service (s) in question.

39 (2) If a subscriber requests disconnection from cable television service prior to the effec-  
40 tive date of an increase in rates, the subscriber shall not be charged the increased rate  
41 if the cable television operator fails to disconnect service prior to the effective date.  
42 Any subscriber who has paid in advance for the next billing period and who requests  
43 disconnection from service shall receive a prorated refund of any amounts paid in ad-  
44 vance.

45 **10.07: Billing Disputes**

- 1 (1) Every cable television operator shall establish procedures for prompt investigation of  
2 any billing dispute registered by a subscriber. The procedure shall provide at least 30  
3 days from the due date of the bill for the subscriber to register a complaint. The cable  
4 television operator shall notify the subscriber of the result of its investigation and give  
5 an explanation for its decision within 30 working days of receipt of the complaint.
- 6 (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay  
7 the undisputed balance within 30 days.
- 8 (3) Any subscriber in disagreement with the results of the cable television operator's in-  
9 vestigation shall promptly inquire about and take advantage of any complaint resolu-  
10 tion mechanism, formal or informal, available under the license or through the issuing  
11 authority before the Commission may accept a petition filed under 207 CMR  
12 10.07(4).
- 13 (4) The subscriber or the cable television operator may petition the Commission to re-  
14 solve disputed matters within 30 days of any final action. Final action under 207  
15 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a com-  
16 plaint.
- 17 (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all  
18 parties agree to submit the dispute to the Commission and be bound by the Commis-  
19 sion's decision and the Commission obtains a statement signed by the parties indicat-  
20 ing that agreement. In resolving the dispute, the Commission may receive either writ-  
21 ten or oral statements from the parties, and may conduct its own investigation. The  
22 Commission shall then issue a decision based on the record and the parties shall re-  
23 ceive written notification of the decision and a statement of reasons therefor.

24 **10.08: Security Deposits**

- 25 (1) A cable operator shall not require from any cable subscriber a security deposit for  
26 converters or other equipment in excess of the cost of the equipment.
- 27 (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year  
28 for any deposit held for six months or more, and such interest shall accrue from the  
29 date the deposit is made by the cable subscriber. Interest shall be paid annually by the  
30 cable operator to the cable subscriber, either as a direct payment or as a credit to the  
31 cable subscriber's account.
- 32 (3) Within 30 days after the return of the converter or other equipment, the cable operator  
33 shall return the security deposit plus any accrued interest to the cable subscriber, ei-  
34 ther as a direct payment or as a credit to the cable subscriber's account.
- 35  
36

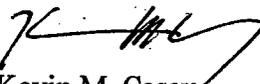
1 **SIGNATURE PAGE**

2 In witness whereof, this Agreement is hereby signed this 16 day of Oct, 2006  
3 and sealed by the parties, duly authorized, at Amherst, Massachusetts.

4  
5 Town of Amherst

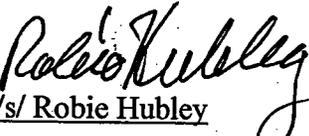
Comcast of Massachusetts/Virginia, Inc.

6  
7   
8 /s/ Anne Awad /s/

9   
10 Kevin M. Casey

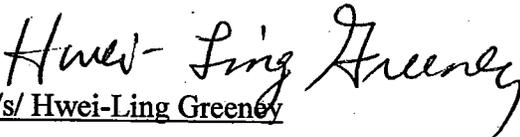
11 President - Northern Division

12 Dated: 10/24/06

13   
14 /s/ Robie Hubley

15   
16 /s/ Gerry Weiss

17   
18 /s/ Rob Kusner

19   
20 /s/ Hwei-Ling Greeney

21  
22 Select Board, Town of Amherst, Massachusetts

23  
24 Approved as to legal form:

25  
26 \_\_\_\_\_  
27 William H. Solomon

28 Special Cable Counsel

EXHIBIT 14.4

SUBSCRIBER COMPLAINT REPORT

1  
2  
3  
4  
5

The Cable Television Division Form 500, Subscriber Complaint Report, is attached here-  
to and made a part hereof.