

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

**CABLE TELEVISION**

**RENEWAL LICENSE**

**GRANTED TO**

**COMCAST OF MASSACHUSETTS/VIRGINIA, INC.**

**THE SELECT BOARD**

**TOWN OF AMHERST,  
MASSACHUSETTS**

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

**EXHIBITS**

Institutional Network Buildings	Exhibit 1
Institutional Network Hub Specifications	Exhibit 2
Institutional Network Operational Specifications	Exhibit 3
Programming	Exhibit 4
Public Building Cable Drops	Exhibit 5
Gross Annual Revenues Reporting Form	Exhibit 6
207 CMR 10.00	Exhibit 7
FCC Customer Service Obligations	Exhibit 8
Cable Division Form 500	Exhibit 9

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

**AGREEMENT**

This Cable Television Renewal License entered into by and between the Board of Selectmen of the Town of Amherst, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts/Virginia, Inc. ("Comcast" or the "Licensee").

**WITNESSETH**

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

WHEREAS, the Issuing Authority conducted two (2) public ascertainment hearings, pursuant to Section 626 of the Cable Act, on September 24, 2015 and September 30, 2015, in order to (1) ascertain the future cable related community needs and interests of Amherst, and (2) review the performance of Comcast during its then-current license term; and

WHEREAS, the Issuing Authority sent a Request for a Renewal Proposal ("RFP") to Comcast dated March 14, 2016, pursuant to Section 626(b) of the Cable Act; and

WHEREAS, Comcast submitted a renewal proposal and Massachusetts Cable Division Form 100 to the Town of Amherst, dated April 12, 2016 in response to the Town's RFP for a renewal license to operate and maintain a Cable Television System in the Town of Amherst; and

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

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

## **ARTICLE 1**

### **DEFINITIONS**

#### **Section 1.1---DEFINITIONS**

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

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

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

(3) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

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

(5) CMR: The Code of Massachusetts Regulations.

(6) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

(7) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

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

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

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

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

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

(12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(13) Department of Public Works ("DPW"): The Department of Public Works of the Town of Amherst, Massachusetts.

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

(15) Drop or Cable Drop: The cable that connects an Outlet to feeder cable of the Cable System.

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

(17) Effective Date of Renewal License (the "Effective Date"): October 16, 2016.

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

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

(20) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

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

(22) Institutional Network: The separate fiber-optic network connecting Town buildings and schools for the exclusive non-commercial use of the Town, its departments and/or designees.

(23) Issuing Authority: The Board of Selectmen of the Town of Amherst, Massachusetts.

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

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

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

(27) Normal Business Hours: Those hours during which most similar businesses in Amherst are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

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

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

- (29) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned equipment to the Cable System.
- (30) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (31) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (32) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (33) PEG: The acronym for "public, educational and governmental" used in conjunction with Access Channels, support and facilities.
- (34) PEG Access Channels: Any Licensee-owned channel(s) owned and made available by the Licensee and provided for use for the presentation of PEG Access Programming.
- (35) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (36) Prime Rate: The prime rate of interest at the Federal Reserve Bank.
- (37) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designee(s) for use by, among others, Amherst residents and/or organizations wishing to present non-commercial Programming and/or information to the public.
- (38) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.
- (39) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (40) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.
- (41) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

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

(43) State: The Commonwealth of Massachusetts.

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

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

(46) Town: The Town of Amherst, Massachusetts.

(47) Town Counsel: The Town Counsel of the Town of Amherst, Massachusetts.

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

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

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

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



## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

#### **Section 2.1---GRANT OF RENEWAL LICENSE**

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Amherst, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Amherst.

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

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

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

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

The term of this Renewal License shall be ten (10) years, commencing on October 16, 2016 and shall expire on October 15, 2026, unless sooner terminated as provided herein.

### **Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE**

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

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome, than those contained in this Renewal License, in its entirety. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, in its entirety, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License, in its entirety. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, in its entirety, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

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

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

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

### **Section 2.5---REMOVAL OR ABANDONMENT**

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

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

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

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

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

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

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

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

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

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

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

**Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION**

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

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

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

### **ARTICLE 3**

#### **CABLE SYSTEM DESIGN**

##### **Section 3.1---SUBSCRIBER NETWORK**

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

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

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to all applicable FCC technical specifications.

##### **Section 3.2---INSTITUTIONAL NETWORK**

(a) For the three (3) year period from the Effective Date through October 15, 2019, the Licensee shall continue to own, operate and maintain the existing Broadband Fiber Institutional Network (the "I-Net"), for the Town's non-commercial use pursuant to this Section 3.2 subject to the following: In the event that the Town has contracted for the construction of its own fiber network or has contracted for the provision of such network services from a third party prior to the end of said three (3) year period and that the completion of such network construction or construction required for third party network services requires additional time beyond October 15, 2019, then the Licensee, upon the written request of the Town, shall continue to operate and maintain the I-Net for up to but not greater than an additional twelve (12) months, above and beyond said three year period. The Town shall have the right to continue using the I-Net to transmit any and all non-commercial uses and applications and signals that were being transmitted by the Town of Amherst and the Amherst Public Schools as of the Effective Date of this Renewal License, from and among those buildings listed in **Exhibit 1** attached hereto and made a part hereof. After the end of the three (3) year period, as of October 15, 2019, or October 15, 2020 in the event that extra time is required pursuant to this Section 3.2(a), the Licensee shall have no further obligations with respect to any provisions in this Section 3.2 or in any other provisions of this Renewal License pertaining to the further operation of the I-Net.

(b) The I-Net is an all fiber network utilizing a star architecture emanating from a Hub Site located within the Town to all remote I-Net locations. Each location shall consist of six (6) fiber connectivity from the Hub Site which shall be used for a bi-directional link supporting all of the Signal transmissions referenced in paragraph (a) above. Other than the criteria set forth in **Exhibit 3**, attached hereto, any use of the I-Net by the Town is the sole responsibility of the Town and not the Licensee.

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

(c) The Licensee shall provide and maintain one (1) Institutional Network Connection to a node in each of the municipal buildings and sites identified in **Exhibit 1** attached hereto, without charge to the Town and/or any designated institutions. The demarcation point between the Town's equipment and the Licensee's I-Net shall be at the node in each I-Net Building.

(d) The Licensee shall be responsible for any Headend, I-Net Hub Site or other equipment necessary to make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires, amplifiers, if any, and switching equipment; provided, however, the Town shall be responsible for any Town-owned equipment which may need to be located in the Hub Site. The Town shall continue to provide the Licensee with appropriate space for and necessary access to the I-Net Hub Site at the Amherst Town Hall located at Four Boltwood Avenue per the specifications in **Exhibit 2**, attached hereto. The Town shall continue to ensure that said space meets the criteria listed in **Exhibit 2** attached hereto. Any relocation of the Hub Site requested by the Town shall be subject to payment by the Town of the Licensee's actual costs for time and materials plus a reasonable rate of return, in accordance with applicable law. The Licensee shall continue to be responsible for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net transmissions may be transmitted to the Headend on an I-Net channel and then to Subscribers on a PEG Access Channel.

(e) For the three-year period specified in paragraph (a) above, the Licensee shall hold all rights and title in the I-Net but shall continue to provide the Town the right to use the I-Net, free of charge, throughout said three-year period, provided that the Town shall not lease any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes.

(f) The Town's use of the I-Net is subject to the following:

(1) Any such use is at the Town's sole risk and cost; and

(2) The Town indemnifies the Licensee for any loss and/or economic injury resulting from such use except to such extent said loss and/or economic injury is caused by the Licensee's gross negligence.

(g) The I-Net shall be operated, maintained and serviced by the Licensee pursuant to **Exhibit 3**, attached hereto and made a part hereof.

(h) The I-Net shall be operated and maintained, at a minimum, in compliance with applicable FCC Technical Specifications. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other Users, the Licensee shall resolve the technical problem within twenty-four (24) hours of notice by the Town. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem, including the possibility of a performance test of the I-Net by the Licensee, if appropriate.

**Section 3.3---EMERGENCY ALERT OVERRIDE CAPACITY**

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

**Section 3.4---PARENTAL CONTROL CAPABILITY**

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

**ARTICLE 4**

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

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

(a) Subject to paragraph (c) below and Section 4.2, the area to be served is the entire Town of Amherst. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the Town or easements in the Town over which the Town has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s).

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

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred seventy-five feet (175') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 175' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 175' from the existing aerial Trunk and Distribution System and additions thereto, subject to Force Majeure, including the performance of utility make ready work, if any.

**Section 4.2---LINE EXTENSION POLICY**

(a) The Cable Television System shall be extended automatically, at the Licensee's sole cost and expense to any and all areas of the Town containing fifteen (15) Subscribers per aerial mile of cable plant or fractional proportion thereof, and/or twenty-five (25) Subscribers per underground mile of cable plant or fractional proportion thereof both as measured from the existing Trunk and Distribution System. The Licensee shall file for all necessary permits no later than sixty (60) days after receipt of a Subscriber's request. The Licensee shall expeditiously seek all necessary permits. Said Service shall be made available and fully activated to requesting Subscribers no later than ninety (90) days after all necessary permits are obtained.

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of subsection (a) above upon the request of the prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such Service divided by the number of Subscribers in such area minus the costs extending Service to the Subscriber in an area that meets the fifteen (15) Subscribers per aerial mile of cable plant and/or fractional proportion thereof, or twenty-five (25) Subscribers per underground mile of cable plant or fractional



-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

proportion thereof density requirement specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of Cable Service in that particular area of the Town, or

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

where:

\* C equals the cost of construction of new plant from the termination of existing cable plant;

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

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

\* P equals the 15 Subscribers per linear mile of aerial plant, or 25 Subscribers per linear mile of underground plant; and

\* SC equals the per Subscriber contribution in aid of construction in the line extension area.

(c) The Town shall make its best efforts to notify the Licensee, including, without limitation, having the Town Clerk so notify the Licensee, in advance whenever new developments are under consideration by Town agencies.

#### **Section 4.3 - LINE EXTENSION PROCEDURES**

Any potential Subscriber located in an area of the Town without Cable Television Service may request such service from the Licensee. In areas meeting the requirements of Section 4.2 (a) and (b) above, the Licensee shall extend service to the area promptly, but in no case later than ninety (90) days after all necessary permits are obtained. The Licensee shall expeditiously seek all necessary permits. In those areas with less than fifteen (15) Subscribers per aerial mile or twenty-five (25) Subscribers per underground mile, the Licensee, shall, within forty-five (45) days following a request for service, conduct a survey to determine the number of homes in the immediate area and shall inform the requesting potential Subscriber of the possible contribution in aid of construction (see Section 4.2 (b) above) that will be charged. The Licensee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable Television Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution in aid of construction within ninety (90) days of receipt of pole attachment agreements by the Licensee.

#### **Section 4.4---LOCATION OF THE CABLE TELEVISION SYSTEM**

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

#### **Section 4.5---UNDERGROUND FACILITIES**

(a) In the areas of the Town having telephone lines and electric utility lines underground, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.5(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes shall be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

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

(d) Nothing in this Section 4.5 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### **Section 4.6---TREE TRIMMING**

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

#### **Section 4.7---RESTORATION TO PRIOR CONDITION**

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

#### **Section 4.8---TEMPORARY RELOCATION**

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

#### **Section 4.9---DISCONNECTION AND RELOCATION**

The Licensee shall, upon reasonable advance notice, without cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

#### **Section 4.10---SAFETY STANDARDS**

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

#### **Section 4.11---PEDESTALS**

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

housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals shall be shown on the construction maps submitted to the Town in accordance with Section 4.14 infra. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

#### **Section 4.12---PRIVATE PROPERTY**

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

#### **Section 4.13---RIGHT TO INSPECTION OF SYSTEM**

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

#### **Section 4.14---CABLE SYSTEM MAPS**

(a) The Licensee shall provide, upon written request, not more than once annually, the Issuing Authority or its designee with strand maps of the Cable System plant. If changes are made in the Cable System that effect the accuracy of such strand maps, the Licensee shall file updated strand maps not more than once annually.

(b) Within thirty (30) days of a written request, the Licensee shall allow the Issuing Authority and/or its designee(s) to view "as-built" maps of the System and the I-Net at a location that is mutually-agreeable to the Issuing Authority and the Licensee.

(c) Upon the written request of the Town, said Strand Maps shall also be provided in electronic format if they exist in said electronic format; provided, however, that the Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

(d) The Licensee shall identify all of its System plant over, on and under the Public Ways on said strand Maps.

**Section 4.15---SERVICE INTERRUPTION**

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

**Section 4.16---COMMERCIAL ESTABLISHMENTS**

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

**Section 4.17---DIG SAFE**

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

## **ARTICLE 5**

### **SERVICES AND PROGRAMMING**

#### **Section 5.1---BASIC SERVICE**

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

#### **Section 5.2---PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 4**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 4**, attached hereto, shall be at the sole discretion of the Licensee.

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

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

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

#### **Section 5.4---CABLE COMPATIBILITY**

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

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

**Section 5.5---CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

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

The Licensee shall provide a Cable Drop, an Outlet and monthly Basic Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority, including those listed in **Exhibit 5**, attached hereto and made a part hereof.

## **ARTICLE 6**

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

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

The Issuing Authority or its designee(s) shall be responsible for the provision of Public, Educational and Governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.2 below;

(2) Purchase, maintain and/or lease PEG Access equipment, with the funds allocated for such purposes in Section 6.3 below;

(3) Conduct training programs in the skills necessary to produce quality PEG Access programming;

(4) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Corporation staff and volunteers;

(5) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(6) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and

(7) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

#### **Section 6.2---PEG ACCESS CHANNELS**

(a) The Licensee shall continue to make available for use by the Issuing Authority and/or its designee(s) three (3) Licensee-owned Subscriber Network Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town, the Issuing Authority and/or its designee(s) and shall be subject to the control and management of the Issuing Authority and/or its designee(s).

(b) The Licensee shall continue to provide not less than three (3) activated Downstream Channels for PEG Access use in standard definition format available on the Licensee's Basic Service. The Issuing Authority and/or its designee(s) shall be responsible for providing the PEG Access Channel Signal(s) in standard definition format to the demarcation point at the designated



-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

point of origination for the PEG Access Channel(s). The Licensee shall distribute the PEG Access Channel Signal(s) on its Cable System in standard definition format without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio signals received at the Headend in stereo and properly formatted closed captioned signals received at the Headend.

(c) As of the Effective Date of this Renewal License, the Licensee is utilizing Channels 12, 15 and 17 on the Subscriber Network as the channel locations for the PEG Access Channels. The Licensee shall not change said channel locations without sixty (60) days advance, written notice to the Issuing Authority and/or its designee(s). The Licensee shall provide a payment in the amount of One Thousand Dollars (\$1,000.00) to the Town for expenses related to the channel move to modify stationery, envelopes, signs, business cards and channel-marked items necessitated by such PEG Access Channel relocation.

(d) Said PEG Access Channel(s) shall be made available and operated by the Town, the Issuing Authority and/or its designee(s) at no charge to Users.

(e) The Licensee shall maintain and operate, at its Hubsite or Headend, digital encoder/interface equipment for each PEG Access Channel. The Licensee shall own, maintain and repair said equipment for the entire term of this Renewal License.

**Section 6.3---PEG ACCESS/CABLE-RELATED EQUIPMENT/FACILITIES FUNDING**

(a) The Licensee shall provide a total of One Million One Hundred and Twenty Five Thousand Dollars (\$1,125,000.00) to the Issuing Authority for PEG Access/Cable-Related equipment/facilities purposes. The Licensee shall provide such funding on an annual basis, no later than July 1st of each year of this Renewal License and annually thereafter. There shall be ten (10) such annual payments, as follows:

- + Year One (2017): \$95,000.00;
- + Year Two (2018): \$95,000.00;
- + Year Three (2019): \$95,000.00;
- + Year Four (2020): \$120,000.00;
- + Year Five (2021): \$120,000.00;
- + Year Six (2022): \$120,000.00;
- + Year Seven (2023): \$120,000.00;
- + Year Eight (2024): \$120,000.00;
- + Year Nine (2025): \$120,000.00; and
- + Year Ten (2026): \$120,000.00.

(b) In no case shall the PEG Access equipment/facilities funding payments herein be counted against either (i) any License Fee payment, required by Section 7.2 infra and/or (ii) any other fees or payments required by applicable laws.

(c) In the event that the equipment/facilities payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payment shall accrue from the date

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

due and be paid to the Issuing Authority at the annual rate of two percent (2%) above the Prime Rate. Any such late payments to the Issuing Authority pursuant to this Section 6.3(c) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 6.3 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

**Section 6.4---EQUIPMENT OWNERSHIP**

The Town and/or its designee(s) shall own all PEG Access equipment purchased with funding pursuant to Section 6.3 above. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

**Section 6.5---PEG ACCESS CHANNELS MAINTENANCE**

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

**Section 6.6---PEG ACCESS CABLECASTING**

(a) For the period from the Effective Date through October 15, 2019, in order that the Issuing Authority and/or its designee(s) can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Town and/or its designee(s), then transmitted from the PEG Access studio and/or from any of the other locations in the Town with Origination Capability identified in **Exhibit 1**, attached hereto and made a part hereof, to the Cable System Headend or Hub, on the Institutional Network, without charge, to the Issuing Authority and/or its designee(s) for their use.

(b) There shall be no charges to the Issuing Authority and/or its designee(s) for operation of said PEG Access video Origination Locations.

(c) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or Hub to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority and/or its designee(s) for such routing responsibility. Any manual channel and/or content switching or routing that may be necessary for multiple remote origination cablecasting shall be the responsibility of the Issuing Authority and/or its designee(s). The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

(d) The Licensee shall own, maintain, repair and/or replace any Headend, audio and/or video Signal processing equipment. The Town and/or its designee(s) shall own, maintain, repair and/or replace studio or remote location transmitter or receiver interface equipment. Unless agreed to otherwise, the demarcation point between the Licensee's equipment and the Town's and/or its designee(s)' equipment shall be at the output of the Town's and/or its designee(s)' output interface device(s) at the PEG Access Hub Site.

(e) After the end of the three (3) year period referenced in Section 3.2, as of October 15, 2019, the Licensee shall have no further obligations to provide PEG Access video return capability from the locations identified in Exhibit 1. At such time, the Issuing Authority shall be responsible for and shall provide PEG Access video return capability, picking-up PEG Access Signals at the local PEG Access studio located at 246 College Street in Amherst.

**Section 6.7---CENSORSHIP**

Neither the Licensee, the Town, the Issuing Authority and/or its designee(s) shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

## **ARTICLE 7**

### **LICENSE FEE PAYMENTS**

#### **Section 7.1---LICENSE FEE PAYMENTS**

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the Cable-Related Funding pursuant to Section 7.2 below; (ii) any License Fees that may be payable to the Town, the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the equipment/facilities funding payments payable to the Issuing Authority pursuant to Section 6.3 supra; (iii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and/or (iv) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) In the event that the License Fees herein required herein are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at rate of two percent (2%) above the Prime Rate. Any payments to the Town pursuant to this Section 7.1 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Sections 7.1 and/or 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

#### **Section 7.2---CABLE-RELATED FUNDING**

(a) The Licensee shall provide cable-related funding to the Issuing Authority equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(20) supra, less applicable fees, payable on a quarterly basis. Said payments shall be made directly to the Issuing Authority on the following quarterly basis: (i) on or before May 15<sup>th</sup> of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of October, November and December.

(i) The first 5% payment under this Renewal License shall be made on or before February 15, 2017 for the previous period from the Effective Date through December 31, 2016.

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

(ii) Subsequent 5% payments under this Renewal License shall be made on the dates in paragraph (a) above.

(b) For each of said five percent (5%) quarterly payments, the Licensee shall provide to the Issuing Authority a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, substantially consistent with the form which is attached hereto as **Exhibit 6**. If the Licensee's quarterly payments to the Issuing Authority were less than five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(20) supra.

(c) In no case shall said five percent (5%) payment(s) include the PEG Access/Cable-Related equipment/facilities funding required by Section 6.3 supra. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

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

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

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

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

#### **Section 7.4---RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Section 7.1 and/or Section 7.2 above. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after the License Fees are tendered with respect to such fiscal year.

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

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

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

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

#### **Section 7.6---METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

## **ARTICLE 8**

### **RATES AND CHARGES**

#### **Section 8.1---RATE REGULATION**

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

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

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

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 7**.

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

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

#### **Section 8.4---CREDIT FOR SERVICE INTERRUPTION**

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

## **ARTICLE 9**

### **INSURANCE AND BONDS**

#### **Section 9.1---INSURANCE**

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

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

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

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

(i) Such insurance shall commence no later than the Execution Date of this Renewal License.

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

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

#### **Section 9.2---PERFORMANCE BOND**

(a) The Licensee shall continue to maintain, at its sole cost and expense throughout the term of this Renewal License, a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.



-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

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

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

#### **Section 9.3---REPORTING**

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

#### **Section 9.4---INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

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

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

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

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

## **ARTICLE 10**

### **ADMINISTRATION AND REGULATION**

#### **Section 10.1---REGULATORY AUTHORITY**

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

#### **Section 10.2---PERFORMANCE EVALUATION HEARINGS**

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

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

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

#### **Section 10.3---NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

**Section 10.4---EMERGENCY REMOVAL OF PLANT**

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

**Section 10.5---REMOVAL AND RELOCATION**

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

**Section 10.6---JURISDICTION**

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

## **ARTICLE 11**

### **DETERMINATION OF BREACH-LIQUIDATED DAMAGES LICENSE REVOCATION**

#### **Section 11.1---DETERMINATION OF BREACH**

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

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.

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

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

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

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

(ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(iii) Commence an action at law for monetary damages;

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) Invoke any other lawful remedy available to the Town.

**Section 11.2---LIQUIDATED DAMAGES**

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

(1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(2) For failure to operate and maintain the Institutional Network in accordance with Section 3.2 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access provisions in accordance with the timelines in Article 6 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues; provided, however that, Section 6.3 supra is not subject to assessment of liquidated damages only during such time that interest charges are being levied.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.4 infra, and **Exhibit 8** attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 5.6 herein and/or **Exhibit 5**, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 13 herein, Ten Dollars (\$10.00) per day per report, that each and any of said reports are not submitted as required.

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

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

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

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

### **Section 11.4---TERMINATION**

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

### **Section 11.5---NOTICE TO TOWN OF LEGAL ACTION**

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

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

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

**Section 11.7---NO WAIVER-CUMULATIVE REMEDIES**

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

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

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

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



## **ARTICLE 12**

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

#### **Section 12.1---TELEPHONE ACCESS**

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 8**, during Normal Business Hours, as defined therein.

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

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

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

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

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

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

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

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Amherst residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

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

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

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

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

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

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 8**.

#### **Section 12.5---BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 7** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;
- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

### **Section 12.6---COMPLAINT RESOLUTION PROCEDURES**

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:
  - (i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Amherst with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

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

### **Section 12.7---REMOTE CONTROL DEVICES**

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

### **Section 12.8---EMPLOYEE IDENTIFICATION CARDS**

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

#### **Section 12.9---PROTECTION OF SUBSCRIBER PRIVACY**

(a) In accordance with applicable law, the Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

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

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

#### **Section 12.10---PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

#### **Section 12.11---MONITORING**

(a) In accordance with applicable federal law, Licensee shall not use the Cable System to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned. The Licensee may use the Cable System to collect such information in order to (A) obtain information necessary to render a Cable Service or other Service provided by the cable operator to the Subscriber; or (B) detect unauthorized reception of a cable communications.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

**Section 12.12---DISTRIBUTION OF SUBSCRIBER INFORMATION**

(a) Except as provided in paragraph (b) below, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a Person other than the Subscriber or the Licensee.

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

(1) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber;

(2) subject to subsection (h) of 47 USC 551, made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the Person to whom the order is directed; or

(3) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if--

(i) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and

(ii) the disclosure does not reveal, directly or indirectly, the--

(I) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or

(II) the nature of any transaction made by the Subscriber over the Cable System.

**Section 12.13---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

**Section 12.14---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) The Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

## **ARTICLE 13**

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

#### **Section 13.1---GENERAL**

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

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

#### **Section 13.2---FINANCIAL REPORTS**

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

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

#### **Section 13.3---CABLE SYSTEM INFORMATION**

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

#### **Section 13.4---IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with the requirements of Sections 12.1 and 12.4 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on an annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis);

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

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

**Section 13.5---SUBSCRIBER COMPLAINT REPORT**

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 9** to the Issuing Authority, or its designee(s), as required by the Cable Division.

**Section 13.6---INDIVIDUAL COMPLAINT REPORTS**

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

**Section 13.7---ANNUAL PERFORMANCE TESTS**

The Licensee shall comply with applicable FCC performance test and reporting requirements.

**Section 13.8---QUALITY OF SERVICE**

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

**Section 13.9---DUAL FILINGS**

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

**Section 13.10---ADDITIONAL INFORMATION**

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

**Section 13.11---INVESTIGATION**

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



**ARTICLE 14**

**EMPLOYMENT**

**Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY**

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

**Section 14.2---NON-DISCRIMINATION**

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

## **ARTICLE 15**

### **MISCELLANEOUS PROVISIONS**

#### **Section 15.1---ENTIRE AGREEMENT**

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

#### **Section 15.2---CAPTIONS**

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

#### **Section 15.3---SEPARABILITY**

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

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

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

#### **Section 15.5---RENEWAL LICENSE EXHIBITS**

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

#### **Section 15.6---WARRANTIES**

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

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

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

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

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

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

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

#### **Section 15.7---FORCE MAJEURE**

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

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

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

#### **Section 15.9---NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, sent by first class mail (postage prepaid) or via overnight courier service to the Board of Selectmen, Town of Amherst, Town Hall, 4 Boltwood Avenue, Amherst, Massachusetts 01002, with one (1) copy to the

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

Town Counsel, and one (1) copy to the Cable Advisory Committee at the Amherst Town Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

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

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Relations  
3303 Main Street  
Springfield, Massachusetts 01107

with one (1) copy to:

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

and one (1) copy to:

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

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

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

**Section 15.10---NO RECOURSE AGAINST THE ISSUING AUTHORITY**

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

**Section 15.11---TOWN'S RIGHT OF INTERVENTION**

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

**Section 15.12---TERM**

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

**Section 15.13---NO THIRD-PARTY BENEFICIARY**

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public, Person or private entity not a party to this Renewal License and any such member of the public, Person or private entity shall not have third party status hereunder to enforce the terms of this Renewal License.

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

**EXHIBITS**

**EXHIBIT 1**

**INSTITUTIONAL NETWORK BUILDINGS**

1. Town Hall	4 Boltwood Ave (video & data)
2. Police Station	111 Main St (data only)
3. Fire Central	68 N Pleasant St (data only)
4. Fire North	603 E Pleasant St (video and data)
5. Public Works	586 S Pleasant St (data only)
6. Bangs Center	70 Boltwood Walk (data only)
7. Parking Garage	51 Boltwood Walk (video & data)
8. Jones Library	43 Amity St (data only)
9. North Amherst Library	8 Montague Rd (video and data)
10. Munson Library	1046 S East St (data only)
11. War Memorial Pool	167 Triangle St (data only)
12. Amherst Media	246 College St (video and data)
13. South Amherst School	1001 S East St (video and data)
14. Amherst Regional Middle School	170 Chestnut St (video and data)
15. Crocker Farm School	280 West St (video and data)
16. Wildwood School	71 Strong St (video and data)
17. Fort River School	70 S East St (video and data)
18. Amherst Regional High School	21 Mattoon Street (video and data)
19. Fort River Annex/East Street School	47 South East Street (video and data)

## **EXHIBIT 2**

### **I-NET HUB SPECIFICATIONS**

The I-Net Hub Site, which will be located in a Town, School or other location designated by the Issuing Authority, is a mini-headend currently located at the Amherst Town Hall, 4 Boltwood Avenue, to process Signal transmissions at the local level. The Town will be responsible for providing adequate space, electrical powering, ventilation, security and reasonable access to the Licensee for cabling and maintenance. The equipment used in the I-Net Hub-site will vary depending on Renewal License commitments and contractual obligations with the Town.

#### **I-Net Hub Physical Space and Electrical Requirements:**

(1) Provide sufficient space to accommodate one or more racks of equipment measuring approximately 70" tall, 26" wide and 30" deep. This includes front and rear access to the rack with 24" doors. The exact number of racks is determined from final design and depends on the equipment requirements of the Town to fulfill the Renewal License obligations herein.

(2) Electrical outlet shall be a separate 20 amp service from a circuit breaker panel to each equipment rack(s).

(3) Equipment location shall require ventilation and/or air conditioning to maintain a reasonably consistent operating environment. The temperature should be consistent with an operating range of 60 to 80 degrees.

(4) Equipment shall be located in a secure area with access limited to mutually agreed upon City designated personnel and the Licensee's personnel.

(5) Access to equipment shall be needed by designated Licensee employees for installation, repair and maintenance during and after Normal Business Hours.

(6) A pathway through the building from the designated I-Net hub equipment room location to the outside cable plant shall be necessary to route fiber optic cable and hard-line coax for Signal distribution.



**EXHIBIT 3**

**INSTITUTIONAL NETWORK OPERATIONAL SPECIFICATIONS**

The Licensee shall maintain the I-Net in accordance with FCC Rules and Regulations, 47 C.F.R. 76, subpart K, where applicable.

The Licensee shall determine and assign transmit and receive frequencies for all I-Net Users and advise the Issuing Authority of such frequencies in writing.

The Licensee shall determine and design the correct Signal strength levels necessary at each location identified in **Exhibit 1** of this Renewal License.

The Town shall designate an experienced communications professional to oversee the Town's use of the I-Net, who shall be the point of contact for I-Net issues for the Licensee.

The Licensee's role in supporting the I-Net shall be limited to the minimum services outlined above. The Licensee may charge the Town for all service calls not related to the radio frequency performance of the I-Net, including additional drops, moves or system changes. Charges shall be billed on a time and material basis, plus a reasonable rate of return in accordance with applicable law.

**EXHIBIT 4**

**PROGRAMMING AND SIGNAL CARRIAGE**

The Licensee shall provide the following broad categories of Programming:

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

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(See Attached)



## Channel Lineup

Effective October 1, 2016

1-800-XFINITY | xfinity.com

### AMHERST & PELHAM, MA (C-006)

#### Legend

Limited Basic  
Expanded Basic  
Family Tier  
Digital Economy  
XFINITY TV 300 Latino

XFINITY TV 450 Latino  
Digital Preferred  
Sports Entertainment Package  
Music Choice  
Pay-Per-View

Sports Pay-Per-View  
Digital Premium  
International Channels  
XFINITY TV Latino  
MyTV Choice Get Started

MyTV Choice Get Started Plus  
HD Channels

#### LIMITED BASIC

2 WGBY-57 (PBS)  
3 WSHM-67 (CBS)  
4 WGBB-40 (ABC)  
5 WWLP-22 (NBC)  
6 WGBB (FOX)  
7 NECN  
8 WBZ-4 (CBS)  
10 WCVB-5 (ABC)  
11 WHDH (NBC)  
11 WHDH-7 (NBC)  
12 Public Access Channel  
13 CPTV-24 (PBS)  
14 WSBK-38 (IND)  
15 Educational Access Channel  
16 WWLP-CW  
17 Government Access  
18 WDMR-65 (IND)  
19 WHTX-43 (UNI)  
20 HSN  
22 QVC  
44 C-SPAN  
48 Jewelry Television  
88 HSN2  
99 EVINE Live  
ION  
Jewelry Television  
184 EVINE Live  
187 NECN  
197 XFINITY Latino  
209 WGBY World  
217 WGBY Kids  
229 Trinity Broadcast Network  
237 WGBY Create  
247 C-SPAN2  
268 Catholic TV  
283 Leased Access  
291 WWLP-CW  
293 WSHM News Now  
296 CPTV4U  
298 CPTV Sports  
640 XFINITY Latino  
**791 QVC HD**  
**803 WSHM-67 (CBS) HD**  
**810 NECN HD**  
**813 CPTV-24 (PBS) HD**  
**820 WWLP-CW HD**  
**822 WWLP-22 (NBC) HD**  
**840 WGBB-40 (ABC) HD**  
**857 WGBY-57 PBS HD**  
**861 WGBB (FOX) HD**  
**907 HSN HD**

#### EXPANDED BASIC (DIGITAL STARTER INCLUDES LIMITED BASIC AND EXPANDED BASIC)

1 On Demand  
24 Disney Channel  
25 Nickelodeon  
26 Freeform  
28 MTV  
29 VH1  
30 FX  
31 TBS  
32 Home & Garden TV  
33 TNT  
34 E!  
35 USA  
36 Lifetime  
37 A&E  
38 TLC  
39 Discovery Channel  
40 truTV  
41 Fox News  
42 CNN  
43 CNN Headline News  
45 Bloomberg TV  
46 CNBC  
47 The Weather Channel  
49 ESPN  
50 ESPN2  
51 NESN  
52 Comcast SportsNet  
53 Hallmark Channel  
54 Travel Channel  
56 TV Guide Entertainment  
57 Bravo  
58 History  
59 AMC  
60 Cartoon Network  
61 BET  
62 Syfy  
63 Animal Planet  
64 TV Land  
65 MSNBC  
66 NBC Sports Network  
67 Food Network  
69 Golf Channel  
83 Inspiration Network  
98 Comedy Central  
182 TV Guide Entertainment  
186 truTV  
199 Hallmark Movies & Mysteries  
200 MoviePlex

208 Hallmark Channel  
210 National Geographic  
211 Esquire Network  
215 WE tv  
216 Oxygen  
218 Sprout  
226 OWN  
234 Inspiration Network  
235 UP  
238 EWTN  
241 BBC America  
242 Viceland  
243 FYI  
249 C-SPAN3  
250 Fox Sports 1  
252 Investigation Discovery  
266 FXX  
265 NFL Network  
267 GSN  
270 Lifetime Movie Network  
284 Fox Business Network  
715 NFL Network  
**784 Travel Channel HD**  
**787 Esquire Network HD**  
**788 Lifetime Movie Network HD**  
**789 Fox Business Network HD**  
**790 Hallmark Movies & Mysteries HD**  
**794 Bravo HD**  
**795 CNBC HD**  
**797 FYI HD**  
**799 WE tv HD**  
**821 National Geographic HD**  
**823 Discovery HD**  
**824 Disney HD**  
**825 Nick HD**  
**826 Freeform HD**  
**827 MTV HD**  
**828 MTV Live HD**  
**829 VH1 HD**  
**830 FX HD**  
**831 TBS HD**  
**832 HGTV HD**  
**833 TNT HD**  
**834 E! HD**  
**835 USA HD**  
**836 Lifetime HD**  
**837 A&E HD**  
**839 Velocity HD**  
**841 Fox News HD**  
**842 CNN HD**  
**843 CNN Headline News HD**

**846 Universal HD**  
**847 The Weather Channel HD**  
**848 Golf Channel HD**  
**849 ESPN HD**  
**850 ESPN2 HD**  
**851 NESN HD**  
**852 Comcast SportsNet New England (OOM) HD**  
**853 NFL Network HD**  
**854 Food Network HD**  
**858 Comedy Central HD**  
**859 AMC HD**  
**860 Cartoon Network HD**  
**862 Syfy HD**  
**863 Animal Planet HD**  
**865 NBC Sports Network HD**  
**867 TLC HD**  
**872 History HD**  
**897 Fox Sports 1 HD**  
**901 MSNBC HD**  
**902 truTV HD**  
**905 BET HD**  
**906 Hallmark HD**  
**908 UP HD**  
**909 Investigation Discovery HD**  
**910 Viceland HD**  
**913 Oxygen HD**  
**914 OWN HD**  
**916 Bloomberg TV HD**  
**922 BBC America HD**  
**924 FXX HD**  
**927 Sprout HD**  
**928 Oxygen HD**

#### FAMILY TIER

24 Disney Channel  
25 Nickelodeon  
32 Home & Garden TV  
43 CNN Headline News  
47 The Weather Channel  
67 Food Network  
210 National Geographic  
218 Sprout  
221 Discovery Family Channel  
222 Disney XD  
224 TeenNick  
227 Science Channel  
240 DIY  
**792 Disney XD HD**  
**821 National Geographic HD**  
**824 Disney HD**  
**825 Nick HD**

**832 HGTV HD**  
**843 CNN Headline News HD**  
**847 The Weather Channel HD**  
**854 Food Network HD**  
**866 Science Channel HD**  
**926 Discovery Family Channel HD**  
**927 Sprout HD**

#### DIGITAL ECONOMY (INCLUDES LIMITED BASIC)

24 Disney Channel  
34 E!  
35 USA  
36 Lifetime  
37 A&E  
39 Discovery Channel  
40 truTV  
41 Fox News  
42 CNN  
47 The Weather Channel  
58 History  
59 AMC  
60 Cartoon Network  
61 BET  
61 Comedy Central  
63 Animal Planet  
64 TV Land  
67 Food Network  
186 truTV  
208 Hallmark Channel  
238 EWTN  
242 Viceland  
**823 Discovery HD**  
**824 Disney HD**  
**834 E! HD**  
**835 USA HD**  
**836 Lifetime HD**  
**837 A&E HD**  
**841 Fox News HD**  
**842 CNN HD**  
**847 The Weather Channel HD**  
**854 Food Network HD**  
**858 Comedy Central HD**  
**859 AMC HD**  
**860 Cartoon Network HD**  
**863 Animal Planet HD**  
**872 History HD**  
**902 truTV HD**  
**905 BET HD**  
**906 Hallmark HD**  
**910 Viceland HD**

Some restrictions apply. Not all programming is available in all areas. Digital capable equipment is required to receive any channel. High-definition capable equipment is required to receive high-definition channels. Additional equipment fees may apply.

\*A subscription to Playboy Channel digital service is required to receive this channel.

\*\*Available for individual purchase only.

+These packages are offered to MyTV Choice Get Started and Get Started Plus customers only.

Music Choice - A minimum subscription to Limited Basic and a digital converter required to receive these channels.

Channel Lineup subject to change. © 2016 Comcast. All rights reserved.

For more information visit [xfinity.com/ChannelLineup](http://xfinity.com/ChannelLineup).

**XFINITY TV 300 LATINO**

25 Nickelodeon  
26 Freeform  
28 MTV  
29 VH1  
30 FX  
31 HGTV  
32 TLC  
43 CNN Headline News  
46 CNBC  
54 Travel Channel  
57 Bravo  
62 Syfy  
65 MSNBC  
83 Inspiration Network  
88 HSN2  
200 MoviePlex  
211 Esquire Network  
213 TCM  
214 TV One  
215 WE tv  
218 Sprout  
226 OWN  
232 Nat Geo WILD  
234 Inspiration Network  
236 The Word Network  
241 BBC America  
250 Fox Sports 1  
256 FXX  
267 GSN  
270 Lifetime Movie Network  
284 Fox Business Network  
295 Daystar  
663 Starz Encore Español  
**784 Travel Channel HD**  
**787 Esquire Network HD**  
**788 Lifetime Movie Network HD**  
**789 Fox Business Network HD**  
**794 Bravo HD**  
**795 CNBC HD**  
**799 WE tv HD**  
**816 TV One HD**  
**825 Nick HD**  
**826 Freeform HD**  
**827 MTV HD**  
**828 MTV Live HD**  
**830 VH1 HD**  
**832 FX HD**  
**832 HGTV HD**  
**839 Velocity HD**  
**843 CNN Headline News HD**  
**846 Universal HD**  
**862 Syfy HD**  
**867 TLC HD**  
**897 Fox Sports 1 HD**  
**901 MSNBC HD**  
**903 TCM HD**  
**911 Nat Geo Wild HD**  
**914 OWN HD**  
**922 BBC America HD**  
**924 FXX HD**  
**927 Sprout HD**

**XFINITY TV 450 LATINO (INCLUDES DIGITAL ECONOMY, XFINITY TV 300 LATINO AND XFINITY TV LATINO)**

31 TBS  
33 TNT  
49 ESPN  
50 ESPN2  
51 NESN  
52 Comcast SportsNet  
66 NBC Sports  
69 Golf Channel  
265 NFL Network  
715 NFL Network  
**831 TBS HD**  
**833 TNT HD**  
**848 Golf Channel HD**  
**849 ESPN HD**  
**850 ESPN2 HD**  
**851 NESN HD**  
**852 Comcast SportsNet New England (OOM) HD**  
**853 NFL Network HD**  
**854 NBC Sports Network HD**

**DIGITAL PREFERRED**

1 On Demand  
55 Spike TV  
56 POP  
125 RLTV

137 SEC Network  
143 MTV Classic  
176 Ovation  
182 POP  
190 BBC World  
191 BabyFirst TV Americas  
193 Smithsonian Channel  
194 Revolt  
196 Jewish Life TV (JLTV)  
198 REELZ  
201 SundanceTV  
202 Filx  
203 Starz Encore Action  
204 Starz Encore Classic  
205 Starz Encore Suspense  
206 Indieplex  
207 Starz Encore Westerns  
212 IFC  
214 TV One  
220 Nicktoons  
221 Discovery Family Channel  
222 Disney XD  
223 Nick Junior  
224 TeenNick  
225 retroplex  
227 Science Channel  
228 Nick Too  
230 Discovery Life Channel  
231 pivot  
232 Nat Geo WILD  
233 Destination America  
236 The Word Network  
239 Cooking Channel  
240 DIY  
244 Disney Junior  
245 Weatherscan Local  
248 ESPNNews  
253 American Heroes Channel  
255 Outdoor Channel  
257 NBA TV  
259 NHL Network  
260 TVG  
261 CBS Sports Network  
269 MLB Network  
271 fuse  
272 Nick Music  
273 MTV2  
274 Centric  
275 BET Soul  
276 CMT Music  
278 FX Movie Channel  
279 Great American Country  
280 BET Jams  
281 LOGO  
286 ESPN  
295 Daystar  
326 Starz Encore  
366 Filx  
599 NBA TV  
666 HITN  
705 NBC Universo  
710 Univision Deportes Network  
711 Tr3s  
719 Galavisión  
721 UniMás  
**785 Starz Encore HD**  
**792 Disney XD HD**  
**793 Fuse HD**  
**796 ESPNNews HD**  
**798 IFC HD**  
**815 Destination America HD**  
**816 TV One HD**  
**817 NBA TV HD**  
**818 MLB Network HD**  
**819 MGM HD**  
**845 Weatherscan Local HD**  
**855 Spike TV HD**  
**856 CBS Sports Network HD**  
**866 Science Channel HD**  
**884 NHL Network HD**  
**900 ESPN HD**  
**915 Ovation HD**  
**917 Smithsonian Channel HD**  
**923 SEC Network HD**  
**925 Galavisión HD**  
**926 Discovery Family Channel HD**

**SPORTS ENTERTAINMENT PACKAGE**

126 Crime and Investigation  
127 Military History Channel  
128 SportsNet NY (OOM)  
130 Comcast SportsNet Chicago (OOM)

131 PAC 12  
133 Comcast SportsNet Bay Area (OOM)  
135 ESPN Goal Line  
136 The Sportsman Channel  
192 beIN Sports (English)  
213 Turner Classic Movies  
248 ESPNNews  
257 NBA TV  
258 ESPN Classic  
259 NHL Network  
260 TVG  
261 CBS Sports Network  
262 FCS Atlantic  
263 FCS Central  
264 FCS Pacific  
265 NFL Network  
266 Tennis Channel  
269 MLB Network  
282 CMT  
285 Big Ten Network  
286 ESPN  
599 NBA TV  
715 NFL Network  
726 beIN Sports (Spanish)  
741 NFL RedZone  
**796 ESPNNews HD**  
**817 NBA TV HD**  
**818 MLB Network HD**  
**838 Tennis Channel HD**  
**853 NFL Network HD**  
**856 CBS Sports Network HD**  
**864 CMT HD**  
**884 NHL Network HD**  
**885 Big Ten Network HD**  
**899 NFL RedZone HD**  
**900 ESPN HD**  
**903 Turner Classic Movies HD**

**MUSIC CHOICE\***

501 Music Choice Hit List  
502 Music Choice Max  
503 Music Choice Dance/EDM  
504 Music Choice Indie  
505 Music Choice Hip-Hop and R&B  
506 Music Choice Rap  
507 Music Choice Hip-Hop Classics  
508 Music Choice Throwback Jamz  
509 Music Choice R&B Classics  
510 Music Choice R&B Soul  
511 Music Choice Gospel  
512 Music Choice Reggae  
513 Music Choice Rock  
514 Music Choice Metal  
515 Music Choice Alternative  
516 Music Choice Adult Alternative  
517 Music Choice Rock Hits  
518 Music Choice Classic Rock  
519 Music Choice Soft Rock  
520 Music Choice Love Songs  
521 Music Choice Pop Hits  
522 Music Choice Party Favorites  
523 Music Choice Teen Beats  
524 Music Choice Kidz Only!  
525 Music Choice Toddler Tunes  
526 Music Choice Y2K  
527 Music Choice 90's  
528 Music Choice 80's  
529 Music Choice 70's  
530 Music Choice Solid Gold Oldies  
531 Music Choice Pop & Country  
532 Music Choice Today's Country  
533 Music Choice Country Hits  
534 Music Choice Classic Country  
535 Music Choice Contemporary Christian  
536 Music Choice Pop Latino  
537 Music Choice Musica Urbana  
538 Music Choice Mexicana  
539 Music Choice Tropicales  
540 Music Choice Romances  
541 Music Choice Sounds of The Seasons  
542 Music Choice Stage & Screen  
543 Music Choice Soundscapes  
544 Music Choice Smooth-Jazz  
545 Music Choice Jazz  
546 Music Choice Blues  
547 Music Choice Singers & Swing  
548 Music Choice Classical Masterpieces  
549 Music Choice Easy Listening  
550 Music Choice Light Classical

**PAY-PER-VIEW****399 In Demand HD**

**400 PPV HD**  
401-402 PPV  
435 Penthouse TV XX.5  
451 Playboy PPV  
452 Juicy XX.5  
453 VIVID  
457 TEN XX.5  
458 XTSY  
459 Hustler  
**800 In Demand HD**

**SPORTS PAY-PER-VIEW**

601-610 NBA TEAM 1-10  
**612 TEAM HD**  
621-634 MLB-NHL GAME  
**635 IND GAME HD**  
**636 GAME 2 HD/TEAM HD**

**DIGITAL PREMIUM**

202 Filx  
301 HBO  
302 HBO2  
303 HBO Signature  
304 HBO Family  
305 HBO Comedy  
307 HBO Latino  
321 Starz  
322 Starz Edge  
323 Starz InBlack  
324 Starz Kids & Family  
325 Starz Cinema  
327 Starz Comedy  
341 Cinemax  
343 ActionMAX  
344 ThrillerMAX  
345 OuterMAX  
346 MovieMAX  
347 5 StarMAX  
361 Showtime  
362 Showtime 2  
363 Showtime Showcase  
364 Showtime Extreme  
366 Filx  
381 The Movie Channel  
382 TMC Xtra  
451 Playboy Channel\*  
**773 HBO Latino HD**  
**868 Cinemax HD**  
**870 HBO HD**  
**871 HBO2 HD**  
**875 Starz HD**  
**877 Showtime HD**  
**878 Showtime 2 HD**  
**883 TMC HD**

**INTERNATIONAL CHANNELS\*\***

134 Willow Plus  
679 Rai Italia  
680 TV Globo  
681 SIC International  
685 Willow Plus  
688 TV5MONDE  
701 Zee TV  
702 CTT-Zhong Tian  
703 RTN

**XFINITY TV LATINO**

641 TBN Enlace USA  
642 Telefe Internacional  
643 TeleFórmula  
644 Pasiones  
645 TV Chile  
646 Nuestra Tele  
647 VideoRola  
648 Fox Life  
649 TVE East  
650 TV Venezuela  
651 Cine Sony  
652 Telehit  
653 Ritmoson Latino  
654 Bandamax  
655 De Película  
656 De Película Clásico  
657 SUR Perú  
658 VME Kids  
659 Canal SUR  
660 Once México  
661 Multimedios Televisión  
662 Mexicanal  
666 HITN  
667 Cinema Dinamita

668 EWTN Español  
670 Ecuavisa Internacional  
673 Caracol TV  
678 LAS  
704 Supercanal Caribe  
705 NBC Universo  
706 Discovery en Español  
707 Cine Latino  
708 FOX Deportes  
709 CNN en Español  
710 Univision Deportes Network  
711 Tr3s  
712 Viendo Movies  
713 Cine Mexicano  
716 History en Español  
717 WAPA America  
719 Galavisión  
720 ESPN Deportes  
721 UniMás  
722 BabyFirst TV (Spanish)  
723 CentroAmericana  
725 Discovery Familia  
726 beIN Sports (Spanish)  
729 UniMás West  
730 Univision West  
757 Televisión Dominicana  
**925 Galavisión HD**

**GET STARTED (INCLUDES LIMITED BASIC)\***

30 FX  
31 TBS  
34 EI  
36 Lifetime  
37 A&E  
38 TLC  
39 Discovery Channel  
40 truTV  
53 Hallmark Channel  
59 AMC  
61 BET  
63 Animal Planet  
64 TV Land  
67 Food Network  
98 Comedy Central  
186 truTV  
196 Jewish Life TV (JLTV)  
208 Hallmark Channel  
238 EWTN  
249 C-SPAN3  
274 Centric  
295 Daystar  
**823 Discovery HD**  
**830 FX HD**  
**831 TBS HD**  
**834 EI HD**  
**836 Lifetime HD**  
**837 A&E HD**  
**854 Food Network HD**  
**858 Comedy Central HD**  
**859 AMC HD**  
**863 Animal Planet HD**  
**867 TLC HD**  
**902 truTV HD**  
**905 BET HD**  
**906 Hallmark Channel HD**

**GET STARTED PLUS (INCLUDES LIMITED BASIC)\***

49 ESPN  
50 ESPN2  
51 NESN  
52 Comcast SportsNet New England (OOM)  
60 Cartoon Network  
66 NBC Sports Network  
69 Golf Channel  
241 BBC America  
248 ESPNNews  
253 American Heroes Channel  
261 CBS Sports Network  
286 ESPN  
**796 ESPNNews HD**  
**848 Golf Channel HD**  
**849 ESPN HD**  
**850 ESPN2 HD**  
**851 NESN HD**  
**852 Comcast SportsNet New England (OOM) HD**  
**856 CBS Sports Network HD**  
**860 Cartoon Network HD**  
**865 NBC Sports Network HD**

**894 NBC Sports Network HD**  
**900 ESPN HD**  
**922 BBC America HD**

**NEWS & INFORMATION+**

43 HGTV  
44 Fox News  
45 CNN  
43 CNN Headline News  
45 Bloomberg TV  
46 CNBC  
54 Travel Channel  
58 History  
65 MSNBC  
210 National Geographic  
227 Science Channel  
230 Discovery Life Channel  
232 Nat Geo WILD  
233 Destination America  
239 Cooking Channel  
240 DIY  
242 Viceland  
245 Weatherscan Local  
252 Investigation Discovery  
284 Fox Business Network  
**784 Travel Channel HD**  
**789 Fox Business Network HD**  
**795 CNBC HD**  
**815 Destination America HD**  
**821 National Geographic HD**  
**832 HGTV HD**  
**841 Fox News HD**  
**842 CNN HD**  
**843 CNN Headline News HD**  
**845 Weatherscan Local HD**  
**866 Science Channel HD**  
**872 History HD**  
**901 MSNBC HD**  
**909 Investigation Discovery HD**  
**910 Viceland HD**  
**911 Nat Geo Wild HD**  
**916 Bloomberg TV HD**

**ENTERTAINMENT & LIFESTYLE+**

28 MTV  
VH1  
TNT  
35 USA  
55 Spike TV  
56 POP  
57 Bravo  
62 Syfy  
143 MTV Classic  
176 Ovation  
182 POP  
211 Esquire Network  
214 TV One  
215 WE tv  
216 Oxygen  
226 OWN  
235 UP  
243 FYI  
267 GSN  
271 fuse  
272 Nick Music  
273 MTV2  
275 BET Soul  
279 Great American Country  
280 BET Jams  
281 LOGO  
711 Tr3s  
**787 Esquire Network HD**  
**793 Fuse HD**  
**794 Bravo HD**  
**797 FYI HD**  
**799 WE tv HD**  
**816 TV One HD**  
**827 MTV HD**  
**828 MTV Live HD**  
**828 VH1 HD**  
**833 TNT HD**  
**835 USA HD**  
**839 Velocity HD**  
**846 Universal HD**  
**855 Spike TV HD**  
**862 Syfy HD**  
**8 UP HD**  
**813 Oxygen HD**  
**915 Ovation HD**  
**928 Oxygen HD**

**MOVIES+**

199 Hallmark Movies & Mysteries  
200 MoviePlex  
201 SundanceTV  
202 Flix  
203 Starz Encore Action  
204 Starz Encore Classics  
205 Starz Encore Suspense  
206 Indieplex  
207 Starz Encore Westerns  
212 IFC  
213 Turner Classic Movies  
225 retroplex  
270 Lifetime Movie Network  
326 Starz Encore  
366 Flix  
**785 Starz Encore HD**  
**788 Lifetime Movie Network HD**  
**790 Hallmark Movies & Mysteries HD**  
**798 IFC HD**  
**903 Turner Classic Movies HD**

**KIDS+**

24 Disney Channel  
25 Nickelodeon  
26 Freeform  
218 Sprout  
220 Nicktoons  
221 Discovery Family Channel  
222 Disney XD  
223 Nick Junior  
224 TeenNick  
228 Nick Too  
244 Disney Jr.  
**792 Disney XD HD**  
**824 Disney HD**  
**825 Nick HD**  
**826 Freeform HD**  
**926 Discovery Family Channel HD**  
**927 Sprout HD**

**EXHIBIT 5**

**DROPS AND MONTHLY SERVICE  
TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS**

In accordance with Section 5.6 supra, the following public buildings and school buildings shall continue to receive a Drop and/or Outlet and the monthly Basic Service at no charge \*\*:

1. Town Hall	4 Boltwood Ave
2. Police Station	111 Main St
3. Fire North	603 E Pleasant St
4. Public Works	586 S Pleasant St
5. Bangs Center	70 Boltwood Walk
6. Jones Library	43 Amity St
7. Amherst Media	246 College St
8. Amherst Regional Middle School	170 Chestnut St
9. Crocker Farm School	280 West St
10. Wildwood School	71 Strong St
11. Fort River School	70 S East St
12. Amherst Regional High School	21 Mattoon Street
13. Fire Central	68 N Pleasant St
14. North Amherst Library	8 Montague Rd
15. Munson Library	1046 S East St

\*\* And any other public buildings designated in writing by the Issuing Authority.

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

**EXHIBIT 6**  
**CABLE-RELATED FUNDING**  
**GROSS ANNUAL REVENUES REPORTING FORM**  
**COMCAST OF MASSACHUSETTS/VIRGINIA INC.**

**TOWN OF AMHERST**

(See Attached)



System Name: Comcast of  
Massachusetts/Virginia, Inc.

Email:

Phone:

Vendor ID: xxxxxx  
Contract Name: Amherst MA  
Statement Period: enter period  
Payment Amount: \${enter amount}

Statement Number: xxxxxx

CUID: None

System ID:

AMHERST TOWN OF MA

Street Address

City, ST Zip

This statement represents your payment for the period  
listed above.

### Revenue Category

### Amount

Expanded Basic Video Service	\${enter amount}
Limited Basic Video Service	\${enter amount}
Digital Video Service	\${enter amount}
Pay	\${enter amount}
PPV / VOD	\${enter amount}
Digital Video Equipment	\${enter amount}
Video Installation / Activation	\${enter amount}
Franchise Fees	\${enter amount}
PEG Fees	\${enter amount}
Guide	\${enter amount}
Other	\${enter amount}
Late Fees	\${enter amount}
Write-offs / Recoveries	\${enter amount}
Ad Sales	\${enter amount}
Home Shopping Commissions	\${enter amount}
<b>Total</b>	<b>\${enter amount}</b>
Franchise Fee %	x.xx%
Franchise Fee	\${enter amount}
MA License Fee	\${enter amount}
Total	\${enter amount}
Payment Less Deductions	\${enter amount}

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

\_\_\_\_\_  
Analyst



**EXHIBIT 7**

**207 CMR 10.00**

**BILLING AND TERMINATION OF SERVICE**

**10.01: Billing Practices Notice**

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

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

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
  - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
  - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
  - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
  - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
  - (e) the amount of the bill for the current billing period, separate from any prior balance due;
  - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
  - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
  - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
  - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

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

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
  - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
  - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
  - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
  - (a) A subscriber requests total disconnection from cable service; or
  - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

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

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

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

**EXHIBIT 8**

**FCC CUSTOMER SERVICE OBLIGATIONS**

**TITLE 47--TELECOMMUNICATION  
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

**PART 76--CABLE TELEVISION SERVICE**

**Subpart H--General Operating Requirements**

**Sec. 76.309 Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

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

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

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

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

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

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

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

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

complaints indicates a clear failure to comply.

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

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

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

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

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

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

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

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

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

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

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

(4) Definitions--

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

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

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

-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

**EXHIBIT 9**

**CABLE DIVISION FORM 500**

(See Attached)



-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

**Form 500 Complaint Data - Paper Filing**

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

E-Mail:

Average Resolution Time:

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

Manner of Resolution:

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

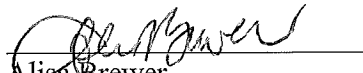
	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing .....					
Appointment/Service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

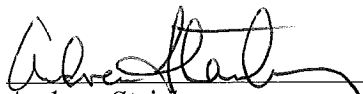
-Town of Amherst Cable Television Renewal License-  
October 16, 2016-October 15, 2026

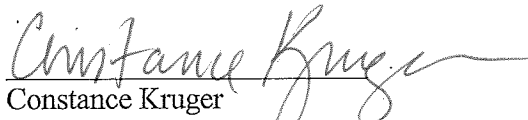
**SIGNATURE PAGE**

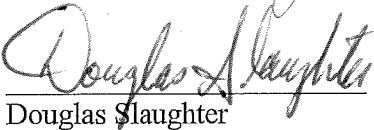
In Witness Whereof, this Renewal Cable Television License is hereby issued by the Select Board of the Town of Amherst, Massachusetts, as Issuing Authority, this 13th day of October, 2016, and all terms and conditions are hereby agreed to by Comcast of Massachusetts/Virginia, Inc.

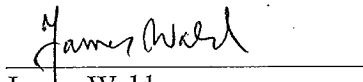
**The Amherst Select Board,  
as Issuing Authority**

  
Alisa Brewer  
Chair

  
Andrew Steinberg  
Clerk

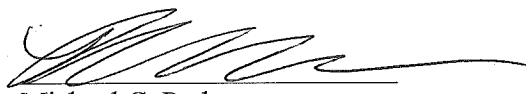
  
Constance Kruger

  
Douglas Slaughter

  
James Wald

**Comcast of Massachusetts/Virginia, Inc.**

By:

  
Michael C. Parker  
Regional Senior Vice-President



October 11, 2016

Amherst Select Board  
Town of Amherst  
4 Boltwood Avenue  
Amherst, MA 01002

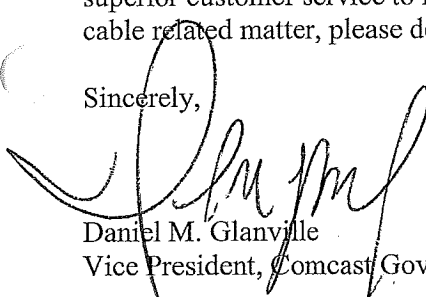
**Re: Town of Amherst – Renewal Cable Television License  
Local Office**

Dear Honorable Members of the Select Board:

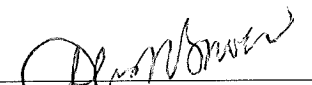
The purpose of this letter is to memorialize the intention of Comcast to maintain a customer service presence in the Town of Amherst. In the event that Comcast discontinues operation of its local business office currently located at 160 Old Farm Road, Comcast will use its best efforts to locate a third party payment center in a convenient location in the Town of Amherst or a contiguous Town, which location shall be along public transportation routes.

Comcast looks forward to continuing to work with the Town in our endeavors to provide quality products and superior customer service to its Amherst customers. Should you have any questions regarding this or any other cable related matter, please do not hesitate to contact me.


Sincerely,

  
Daniel M. Glanville  
Vice President, Comcast Government and Regulatory Affairs

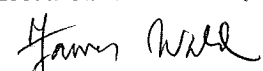
For the Amherst Select Board,

  
\_\_\_\_\_  
Select Board

  
\_\_\_\_\_  
Select Board

  
\_\_\_\_\_  
Select Board

  
\_\_\_\_\_  
Select Board

  
\_\_\_\_\_  
Select Board

cc: Peter Epstein, Esquire



October 11, 2016

Amherst Select Board  
Town of Amherst  
4 Boltwood Avenue  
Amherst, MA 01002

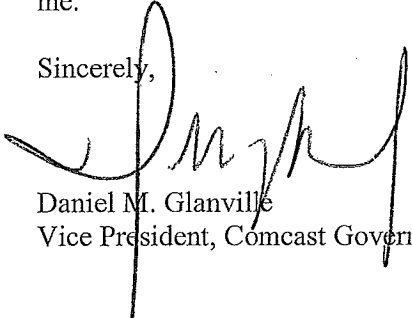
**Re: Town of Amherst – Renewal Cable Television License  
HD PEG**

Dear Honorable Members of the Select Board:

The purpose of this letter is to memorialize the agreement between Comcast and the Town of Amherst regarding High Definition PEG Channels. Should Comcast from the date of this letter forward make available High Definition PEG Channels in any of the 33 Western Massachusetts communities (excluding Longmeadow, Massachusetts) in which Comcast currently offers service, it shall make the same available to the Amherst PEG operator within twelve months.

Should you have any questions regarding this or any other cable related matter, please do not hesitate to contact me.

Sincerely,

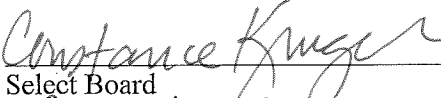


Daniel M. Glanville  
Vice President, Comcast Government and Regulatory Affairs

For the Amherst Select Board,



\_\_\_\_\_  
Select Board



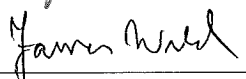
\_\_\_\_\_  
Select Board



\_\_\_\_\_  
Select Board



\_\_\_\_\_  
Select Board



\_\_\_\_\_  
Select Board

cc: Peter Epstein, Esquire

## WESTERN MASSACHUSETTS COMMUNITIES

Agawam  
Bernardston  
Buckland  
Chester  
Conway  
Deerfield  
Erving  
Gill  
Granby  
Granville  
Greenfield  
Hardwick  
Hatfield  
Holyoke  
Huntington  
Monson  
Montague  
Northfield  
Northampton  
Palmer  
Pelham  
Shelburne  
South Hadley  
Southwick  
Springfield  
Sunderland  
Ware  
Warren  
Westfield  
West Springfield  
Westhampton  
Whately  
Williamsburg