

TOWN OF AMHERST

**RENEWAL CABLE
TELEVISION LICENSE**

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

October 16, 2006

**SELECT BOARD
TOWN OF AMHERST
MASSACHUSETTS**

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

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

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

10 CMR: The abbreviation for Code of Massachusetts Regulations.

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

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

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

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

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

24 Effective Date: October 16, 2006

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Section 2.2 --- TERM OF RENEWAL LICENSE

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

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

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

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

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

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

30

1 Section 2.4 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

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

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

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

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

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

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

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

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

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

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

22 Section 2.6 --- POLICE AND REGULATORY POWERS

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

30

1 Section 2.7 --- REMOVAL OR ABANDONMENT

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

11

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

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

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

20 Section 3.3 --- PARENTAL CONTROL CAPABILITY

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

24 Section 3.4 --- EMERGENCY ALERT SYSTEM

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

28

1 Section 4.4 --- RESTORATION TO PRIOR CONDITION

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

11 Section 4.5 --- TEMPORARY RELOCATION

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

18 Section 4.6 --- DISCONNECTION AND RELOCATION

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

26 Section 4.7 --- EMERGENCY REMOVAL OF PLANT

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

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

4 Section 4.8 --- REMOVAL AND RELOCATION

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

10 Section 4.9 --- SAFETY AND OTHER STANDARDS

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

19 Section 4.10 --- PRIVATE PROPERTY

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

25 Section 4.11 --- CABLE SYSTEM MAPS

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