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January 4, 2011

VIA OVERNIGHT MAIL

Honorable Mayor Richard Cohen
Agawam Town Hall
Town of Agawam
36 Main Street
Agawam, MA 01001

Re: Agawam, Massachusetts Cable Television Renewal License

Dear Mayor Cohen:

Enclosed please find two fully executed originals of the Cable Television Renewal License between the Town of Agawam and Comcast of Massachusetts II, Inc. As you know, the term is for a ten year period, which commenced on December 15, 2010 and will expire at midnight on December 14, 2020.

If you have any questions, please feel free to contact me at 603.695.1490.

Sincerely,

Carol A. Murray
Franchising Coordinator

/cam

Enc.

cc: Cable Advisory Committee, c/o Agawam Town Hall
Catrice Williams - Massachusetts Cable Television Division Municipal Liaison
Nick Leuci - Comcast Vice President of Franchising & Community Relations (3rd original)
Dan Glanville - Comcast Vice President of Government & Community Relations (4th original)
Steve Fitzgibbons - Comcast Sr. Manager of Government & Community Relations
Comcast Local Accounting Department
Comcast Corporate Government Affairs Department
Jeffrey Fialky - Bacon and Wilson, P.C.

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF AGAWAM,
MASSACHUSETTS

Table of Contents

INTRODUCTION.....	4
ARTICLE 1 DEFINITIONS.....	5
SECTION 1.1 - DEFINITIONS.....	5
ARTICLE 2 GRANT OF RENEWAL LICENSE	11
SECTION 2.1 - GRANT OF RENEWAL LICENSE.....	11
SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE M.G.L.C. 166A §3(D) AND 13]	11
SECTION 2.3 – POLE AND CONDUIT ATTACHMENT RIGHTS.....	12
SECTION 2.4 – RENEWAL	12
SECTION 2.5 - RESERVATION OF AUTHORITY	12
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE	13
ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION	15
SECTION 3.1 – AREA TO BE SERVED.....	15
SECTION 3.2 - SUBSCRIBER NETWORK	16
SECTION 3.3 – SUBSCRIBER NETWORK CABLE DROPS	16
SECTION 3.4 - PARENTAL CONTROL CAPABILITY	17
SECTION 3.5- EMERGENCY ALERT OVERRIDE CAPACITY	17
ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS	18
SECTION 4.1 – SYSTEM MAINTENANCE	18
SECTION 4.2 - REPAIRS AND RESTORATION	19
SECTION 4.3 - CABLE LOCATION	19
SECTION 4.4 – TREE TRIMMING.....	20
SECTION 4.5 – PLANT MAPS	20
SECTION 4.6 – BUILDING MOVES	20
SECTION 4.7 – DIG SAFE	21
SECTION 4.8 – DISCONNECTION AND RELOCATION	21
SECTION 4.9 – EMERGENCY REMOVAL OF PLANT	21
SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE.....	22
SECTION 4.11 -PEDESTALS	22
SECTION 4.12 -PRIVATE PROPERTY	22
SECTION 4.13 -RIGHT TO INSPECTION OF CONSTRUCTION.....	23
SECTION 4.14 -SERVICE INTERRUPTION.....	23
ARTICLE 5 PROGRAMMING.....	24
SECTION 5.1 - BASIC CABLE SERVICE.....	24
SECTION 5.2 - PROGRAMMING	24
SECTION 5.3 - REMOTE CONTROLS	24
SECTION 5.4 - STEREO TV TRANSMISSIONS	25
SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE	25
ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT	26
SECTION 6.1 - PEG ACCESS CHANNEL(S)	26
SECTION 6.2 - PEG ACCESS CABLECASTING	27
SECTION 6.3 – PEG ACCESS SUPPORT / CABLE RELATED TECHNOLOGY	28
SECTION 6.4 - PEG ACCESS CAPITAL EQUIPMENT/FACILITIES FUNDING CABLE RELATED TECHNOLOGY	28
SECTION 6.5 - ACCESS PROVIDER’S ANNUAL REPORT	29
SECTION 6.6 – CENSORSHIP	29
ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION	30

SECTION 7.1 - CUSTOMER SERVICE	30
SECTION 7.2 — TELEPHONE ACCESS	30
SECTION 7.3 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME.....	31
SECTION 7.4 — FCC CUSTOMER SERVICE OBLIGATIONS	31
SECTION 7.5 — BUSINESS PRACTICE STANDARDS	32
SECTION 7.6 – CONSUMER COMPLAINT PROCEDURES	32
SECTION 7.7 – SUBSCRIBER’ ANTENNAS – SWITCHING DEVICES.....	32
SECTION 7.8- SERVICE INTERRUPTIONS [SEE M.G.L.C. 166A §5(1)].....	33
SECTION 7.9 - SUBSCRIBER TELEVISION SETS	33
SECTION 7.10 - PROTECTION OF SUBSCRIBER PRIVACY	33
SECTION 7.11 – MONITORING [SEE 47 USC 551]	33
SECTION 7.12 – POLLING [SEE 47 USC 551]	34
SECTION 7.13 – PROPRIETARY INFORMATION	34
SECTION 7.14 - EMPLOYEE IDENTIFICATION CARDS.....	35
ARTICLE 8 PRICES AND CHARGES	36
SECTION 8.1 - PRICES AND CHARGES	36
ARTICLE 9 REGULATORY OVERSIGHT	37
SECTION 9.1 - INDEMNIFICATION.....	37
SECTION 9.2 - INSURANCE.....	37
SECTION 9.3 - PERFORMANCE BOND	38
SECTION 9.4 - LICENSE FEES	39
SECTION 9.5 - REPORTS	40
SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY	40
SECTION 9.7 - DETERMINATION OF BREACH.....	40
SECTION 9.8 -LIQUIDATED DAMAGES.....	42
SECTION 9.9 -REVOCATION OF THE RENEWAL LICENSE.....	43
SECTION 9.10 -TERMINATION.....	43
SECTION 9.11 -NO WAIVER-CUMULATIVE REMEDIES.....	43
SECTION 9.12 – TRANSFER OR ASSIGNMENT.....	44
SECTION 9.13 NOTICE TO TOWN OF LEGAL ACTION.....	46
SECTION 9.14 - REMOVAL OF SYSTEM	46
SECTION 9.15 - INCORPORATION BY REFERENCE	46
SECTION 9.16 - NO THIRD PARTY BENEFICIARIES.....	47
ARTICLE 10 MISCELLANEOUS	49
SECTION 10.1 - SEVERABILITY	49
SECTION 10.2 - FORCE MAJEURE.....	49
SECTION 10.3 - NOTICES.....	50
SECTION 10.4 - ENTIRE AGREEMENT	51
SECTION 10.5 - CAPTIONS	51
SECTION 10.6 - WARRANTIES	51
SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE.....	52
<u>SIGNATURE PAGE</u>.....	53
EXHIBIT A PUBLIC BUILDINGS ON THE CABLE SYSTEM	54
EXHIBIT B PROGRAMMING	55
EXHIBIT C PEG ACCESS VIDEO ORIGINATION LOCATIONS	56

AGAWAM RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts II, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Agawam, Massachusetts (hereinafter the "Town"), said license having commenced on July 6, 2000;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated August 7, 2007 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal March 5, 2010;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Mayor, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

- (a) Access Provider – shall mean the person, group or entity, or non-profit corporation or agency, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.
- (b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.
- (c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.
- (d) Cable Division – shall mean the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A)
- (e) Cable Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which

is required for the selection or use of such video programming or other programming service.

- (f) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Agawam, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, 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; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.
- (g) Drop – shall mean the coaxial cable that connects a home or building to the feeder cable of the Subscriber Network or Video Return Line.
- (h) Effective Date – shall mean December 15, 2010.
- (i) FCC – shall mean the Federal Communications Commission or any successor governmental entity.
- (j) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Agawam and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.
- (k) Gross Annual Revenues – shall mean revenues derived from the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System and calculated in accordance with generally accepted accounting principles (GAAP) including, without

limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; and all other Service fees; all Digital Cable Service revenue; installation, reconnection, downgrade, upgrade, and any similar fees; interest earned on Subscriber fees and/or charges; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; fees paid on all Subscriber fees; Converter, remote control and other equipment rentals, and/or leases and/or sales that relate to the transmission of Cable Services; home shopping services revenues; and advertising revenues. In the event that an Affiliate 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 for said Affiliate's use of the Cable System for the carriage of advertising excluding third party agency fees and commissions. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly or indirectly from or in connection with the provision of Cable Services on the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid in herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to the Signal carriage of Cable Service over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected.

- (l) Issuing Authority – shall mean the Mayor of the Town of Agawam, Massachusetts, or the lawful designee thereof.
- (m) Licensee – shall mean Comcast of Massachusetts II, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

- (n) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Agawam and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.
- (o) Modulator – shall mean CATV modulator or equivalent device used for video signal transport.
- (p) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.
- (q) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.
- (r) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of non-commercial PEG Access Programming as opposed to utilization solely as a Subscriber.
- (s) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.
- (t) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.
- (u) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Agawam residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

- (v) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.
- (w) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Agawam, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Agawam for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. In no event shall any reference to a Public Way be construed as any representation by Issuing Authority, or by the Town of Agawam, relative to the nature of the rights of the Town of Agawam with respect thereto, and any occupation of said Public Way by Licensee, shall be subject and subordinate to the extent of any real property rights therein.
- (x) Renewal License or License – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.
- (y) Signal – shall mean any transmission which carries Programming from one location to another.

- (z) Standard Installation – shall mean the standard two hundred foot (200') aerial Drop connection to the existing distribution system.
- (aa) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service over said Cable System.
- (bb) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.
- (cc) Town – shall mean the Town of Agawam, Massachusetts.
- (dd) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.
- (ee) Video Programming or Programming – shall mean the 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

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts II, Inc., a Delaware Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Agawam at all times subject to the terms of this Renewal License. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE M.G.L.c. 166A §3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on December 15, 2010, and shall expire at midnight on December 14, 2020, unless earlier terminated as provided herein.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25]

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided Licensee secures the permission and consent of the public utility companies, or other owners of such poles or conduits, to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL [SEE M.G.L.c. 166A §13]

- (a) In accordance with the provisions of federal law, M.G.L.c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.
- (b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such modified or additional terms as Licensee and the Issuing Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town of Agawam to adopt and enforce general by-laws as necessary or as desired by the Town of Agawam. The Licensee shall comply with all generally applicable and lawful by-laws and/or regulations in effect as of the effective date, and thereafter enacted. Any conflicts in the terms of this Renewal License and in future exercise of the Town of Agawam's police and regulatory powers shall be resolved by a court of competent jurisdiction. Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public

improvements of any description, (B) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways.

SECTION 2.6 - NON-EXCLUSIVITY OF 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 Agawam; 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.

(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, 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 for 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. 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, the Issuing Authority shall consider, 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.

ARTICLE 3
SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE M.G.L.c. 166A §3(a)]

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least fifteen (15) dwelling units per aerial mile, fifteen (15) homes per underground mile, provided that there is underground conduit that is made available to the Licensee; or twenty-five (25) homes per underground mile, if there is no available conduit for use by the Licensee, providing however, that any plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Licensee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within two hundred feet (200 ft.) of Licensee's Distribution Cable. For non-Standard Installations Licensee shall offer said service within forty-five (45) days of a Subscriber requesting such for aerial installations and ninety (90) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting Town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial or underground two hundred feet (200 ft.) of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(c) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 - SUBSCRIBER NETWORK

Licensee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS [SEE M.G.L.c. 166A §5(e)]

(a) Licensee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

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

Outlet, prior to any such installation. The Licensee shall install such aerial Outlet(s) within sixty (60) days of any such requests from the Issuing Authority, weather permitting.

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

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

SECTION 3.4 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

SECTION 3.5- EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE [SEE M.G.L.c. 166A §5]

- (a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.
- (b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.
- (c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.
- (d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.
- (e) All Broadcast station signals carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Issuing Authority, Licensee shall remedy a general deficiency with respect to the technical standards described herein within thirty (30) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of 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 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 Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon demand by the Issuing Authority.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall, at its sole cost and expense, install its Cable System underground provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without material (e.g. causing such signal quality to fall below such standards set forth in 47 CFR 76.05) technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Renewal License such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at

the time that such are placed underground. All costs of the aforesaid shall be the sole responsibility of the Licensee, provided, however, that Licensee may be entitled to an equitable reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way.

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

SECTION 4.4 - TREE TRIMMING [SEE M.G.L.c. 166A §5(a)]

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with MGL c. 87 and any Town bylaws/ordinances and regulations.

SECTION 4.5 – PLANT MAPS

Licensee shall maintain a complete set of Cable System maps of the Town (the “Maps”), which will show those areas in which its facilities exist. The maps will be retained at Licensee’s primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request. Upon written request by the Issuing Authority, the Licensee shall provide the Town an electronic copy of the maps. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format maintained by the Licensee.

SECTION 4.6 - BUILDING MOVES [SEE M.G.L. c. 166 §39]

(a) In accordance with applicable laws, Licensee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to

permit the moving of the building(s). Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

(b) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 - DIG SAFE [SEE M.G.L.c. 82 §40]

Licensee shall comply with all applicable "dig safe" provisions pursuant to M.G.L.c. 82, § 40.

SECTION 4.8 - DISCONNECTION AND RELOCATION [SEE M.G.L.c. 166 §39]

(a) Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, 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 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.

(b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided

however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE

The Licensee may enforce any rights it may have pursuant to State or Federal law relative to preventing the unauthorized sale and/or reception of its Cable Service.

SECTION 4.11 -PEDESTALS

In any cases in which Pedestals housing active and passive devices are to be utilized, in Town Public Ways, such equipment must be installed in accordance with applicable Town rules, DPW regulations, by-laws; and subject to all permitting required thereto. Such equipment 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 any service, the Licensee shall remove any such Pedestals, and accompanying infrastructure, from the Public Way(s) expeditiously, provided that such removal requirement applies to all users of the Town's Public Ways.

SECTION 4.12 -PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town and shall obtain any and all easements, licenses, or other property rights prior to occupying such private property. 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 CONSTRUCTION

The Issuing Authority and/or its designee(s) shall have the right to inspect at its sole cost and expense 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 this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations and shall be conducted with Licensee's designated personnel, except in emergency situations.

SECTION 4.14 -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, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

The Licensee shall provide a Basic Service which shall include all Basic Service 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 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.
- (b) Licensee shall comply with 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of remotes. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of channel capacity for Public, Educational and Governmental (“PEG”) Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use, provided, however, that same shall be subject and subordinate to the rights granted to the Town hereunder. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall initially designate capacity on one (1) channel for a PEG Access Channel to be used for PEG Access Programming provided by the Issuing Authority or its designee, educational access video programming provided by the Issuing Authority or its designated educational institution(s), and governmental video programming provided by the Issuing Authority. PEG Access Channels may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion.

(c) Within one (1) year of the execution date of the Renewal License, Licensee shall designate capacity on one (1) additional PEG Access Channel to be used for PEG Access programming provided by the Issuing Authority. The Licensee shall provide the additional PEG Access Channel in digital format only.

SECTION 6.2 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channels, all PEG Access Programming shall be modulated, then transmitted from the origination locations listed in **Exhibit C** to Licensee-owned headend or hub-site. At the Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on the respective Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) No later than July 7, 2011 ("Transition Date"), in order to permit the Town to cablecast its Programming over the respective PEG Access Downstream Channels, the Town shall be responsible for providing Upstream capacity in order to deliver all PEG Access Programming to the Town's PEG Access hubsite, where the Town shall switch said Programming to the appropriate Downstream channel. After the Transition Date, Licensee will have no further obligation to provide video origination capability from the PEG Access Origination locations identified in Section 6.3(a) and Exhibit C, provided, however, that the Licensee shall continue to provide video transport of the PEG Access Programming signal from the Town's PEG Access hubsite to the Licensee's headend and retransmission over the PEG Access Downstream Channels.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio and/or video signal processing equipment, at no cost to the Town. The demarcation point between Licensee's equipment and the Town's equipment shall be at the input of the Licensee's signal transport device at the Town's hub location.

SECTION 6.3 – PEG ACCESS SUPPORT / CABLE RELATED TECHNOLOGY

Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, equal to one and one half percent (1.5%) of its Gross Annual Revenues. Said Franchise Fee shall be used for such purposes including: salaries, operating and other expenses related to PEG Access programming operations, equipment and/or facilities, or cable related technology purposes as determined by the Issuing Authority including, without limitation, capital, connectivity, leasing, and maintenance costs relating to the Town's municipal area network. Said one and one half percent (1.5%) Franchise Fee shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on February 15, 2011 for the period of the effective date through December 31st. Quarterly thereafter during each year of the Term, Licensee shall provide payments each, May 15th, August 15th, November 15th and February 15th based on revenues from the previous calendar quarter. The final payment shall be made on February 15, 2021 for the period of October 1, 2020 through the expiration date. The Licensee reserves the right to pass through this Franchise Fee associated with this Renewal License to Subscribers in accordance with applicable law and regulations.

SECTION 6.4 - PEG ACCESS CAPITAL EQUIPMENT/FACILITIES FUNDING CABLE RELATED TECHNOLOGY

(a) The Licensee shall provide the Issuing Authority and/or his or her designee(s) with funding totaling Two Hundred Five Thousand Dollars (\$205,000) for such purposes including: salaries, operating and other expenses related to PEG Access programming operations, equipment and/or facilities, or cable related technology purposes as determined by the Issuing Authority including, without limitation, capital, connectivity, leasing, and maintenance costs relating to the Town's municipal area network. Said funding shall be paid to the Issuing Authority on an annual basis no

later than June 15th in equal annual installments of Twenty Thousand Five Hundred Dollars (\$20,500.)

(b) There shall be no charges to the Issuing Authority, the Town and/or the Access Provider for said PEG Access equipment/facilities costs. The Licensee reserves the right to pass through PEG Access equipment/facilities costs associated with this Renewal License to Subscribers in accordance with applicable law and regulations.

SECTION 6.5 – PEG ACCESS PROVIDER'S ANNUAL REPORT

Licensee Reserves the right to request copies of the annual report prepared by the PEG Access Provider, to the extent the Access Provider is lawfully obligated pursuant to applicable state and federal law to prepare such annual report, detailing disbursements made of the funds provided by the Licensee pursuant to Sections 6.3 and 6.4 herein.

SECTION 6.6 – CENSORSHIP

Neither the Licensee nor the Issuing Authority 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

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time. The Licensee shall evidence its compliance with the terms of this Section by providing any and all customer service, installation, or other reports mandated by federal or state law or regulation as reasonably requested in writing by the Issuing Authority, provided however, that no such report shall contain personally identifiable customer information.

SECTION 7.2 — TELEPHONE ACCESS

(a) The Licensee shall maintain and operate its customer services 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.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Agawam Subscribers, unless required otherwise by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii), 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 standard shall be met no less than ninety (90%) percent of the time under normal operating conditions, measured on a quarterly basis.

- (d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operation conditions.

SECTION 7.3 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

- (a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers, including times other than 9:00 a.m. to 5:00 p.m. weekdays.
- (b) A Subscriber complaint or request for Cable Service received after Normal Business Hours shall be acted upon the next business day.
- (c) The Licensee shall ensure that there are stand-by technicians 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 or (ii) an outage as described in section 9.2 (d) below.
- (d) System outages shall be responded to promptly, twenty-four (24) hours a day 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 twenty-one (21) days of receiving a request from a Subscriber to do so.

SECTION 7.4 — 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

SECTION 7.5 — BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq:

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

SECTION 7.6 - CONSUMER COMPLAINT PROCEDURES [SEE M.G.L.c. 166A §10]

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Cable Division or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Cable Division shall be notified by Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 7.7 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES [SEE M.G.L.c. 166 §5(h)]

Licensee shall not remove any television antenna of any Subscriber but shall, at Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable television reception.

SECTION 7.8- SERVICE INTERRUPTIONS [SEE M.G.L.c. 166A §5(1)]

In the event that Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Licensee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Licensee from the Subscriber.

SECTION 7.9 - SUBSCRIBER TELEVISION SETS

Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 7.10 - PROTECTION OF SUBSCRIBER PRIVACY

Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 7.11 – MONITORING [SEE 47 USC 551]

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television

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

(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 7.12 – POLLING [SEE 47 USC 551]

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless:

1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 7.13 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this License, Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by Licensee, pursuant to the terms of this License, as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information in accordance with any such public record laws. Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable

System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by Licensee to be competitively sensitive. In the event that the Issuing Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Licensee has designated as confidential, trade secret or proprietary, the Issuing Authority shall notify the Licensee of such request and cooperate with Licensee in opposing such request.

SECTION 7.14 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee’s employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Licensee.

ARTICLE 8
PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

- (a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. The Town reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under applicable State and federal laws.
- (b) Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.
- (c) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other Renewal License/Franchise requirements, may be passed through to the Subscribers in accordance with federal law.
- (d) 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.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give the Licensee timely written notice within a reasonable period of time of its obligation to indemnify and defend the Issuing Authority within the timely receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

SECTION 9.2 - INSURANCE

(a) Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, Licensee and naming the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) 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 (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy

will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, in the amounts as required by applicable law, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) Upon written request of the Issuing Authority, Licensee shall provide Issuing Authority with copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

SECTION 9.3 - PERFORMANCE BOND

(a) Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of M.G.L.c. 166A, § 5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);

(3) the indemnity of the Town in accordance with M.G.L.c. 166A, § 5(b);
and

(4) the satisfactory removal or other disposition of the Cable System in
accordance with M.G.L.c. 166A, § 5(f).

(b) Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent. The Issuing Authority shall not unreasonably withhold its consent. The Town may recover from the surety of such bond all damages suffered by the Town as a result of the violation of the terms referenced in this Section, pursuant to the provisions of Section 9.7.

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law including, without limitation, pursuant to Pursuant to M.G.L. c. 166A, § 9, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year.

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include (i) the PEG Access Support (Section 6.3) and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) PEG Access Capital Equipment/Facilities Funding (Section 6.4); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by Licensee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

(d) The License Fee payments 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 Licensee 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 payments 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 of general applicability shall be used as offsets or credits against the License Fee or Franchise Fee payments.

SECTION 9.5 - REPORTS

- (a) Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.
- (b) In addition, Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.7 - 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 this 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; or
- (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 forty-five (45) 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 (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) 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, question witnesses, if any, and be heard at such public hearing.
- (d) Within thirty (30) days after the close of said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:
 - (i) assess liquidated damages in accordance with the schedule set forth in Section 9.8 below;
 - (ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
 - (iii) commence an action at law for monetary damages;
 - (iv) foreclose on all or any appropriate part of the security provided by Licensee pursuant to this License;
 - (v) declare the Renewal License to be revoked as further provided herein and pursuant to and applicable law;
 - (vi) invoke any other lawful remedy available to the Town.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days of accepting or rejecting Licensees' response pursuant to 9.7(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.7(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.7(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.7(d) above, then the issue of said default against the Licensee by the Issuing Authority shall be considered null and void.

SECTION 9.8 -LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority. 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 the Determination of Breach Section 9.7 above.

(1) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License, One Hundred Dollars (\$100.00) per day, for each day that any such non-compliance continues;

(2) For failure to comply with the PEG Access provisions in accordance with Article 6 herein, One Hundred Dollars (\$100.00) per day, for each day that any such non-compliance continues;

(3) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 7.1 infra, One Hundred Dollars (\$100.00) per day that any such non-compliance continues;

(b) Such liquidated damages shall not be a limitation upon any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, the collection of such liquidated

damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(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 9.9 -REVOCATION OF THE RENEWAL LICENSE

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

SECTION 9.10 -TERMINATION

The termination of this 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; (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 this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

SECTION 9.11 -NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this 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 this Renewal License.

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

(c) No waiver of, or failure to exercise any right or remedy by the Issuing Authority, 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.

SECTION 9.12 - TRANSFER OF THE RENEWAL LICENSE [SEE M.G.L.c. 166A §7]

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a 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 a license or control thereof under MGL c. 166A Section 7. 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. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify the Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on the Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms 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 this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial qualifications, management and technical expertise and legal ability and other criteria allowable under law and/or regulation.

(c) 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 this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(c) 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 one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

(f) 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 this Renewal License.

SECTION 9.13 NOTICE TO TOWN OF LEGAL ACTION

In the event that the Town or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed and (ii) meet with the other party before filing any such action.

SECTION 9.14 - REMOVAL OF SYSTEM

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.15 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent

that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.16 - NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

SECTION 9.17- PAYMENT/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 6.3 and/or Section 6.4 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later 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.

ARTICLE 10
MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, environmental restrictions, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within Licensee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Agawam
Office of the Mayor
36 Main Street
Agawam, MA 01001

with a copy to:

Bacon Wilson, P.C.
33 State Street
Springfield, MA 01103
Attention: Counsel for the Town of Agawam

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Government & Community Relations
3303 Main Street
Springfield, MA 01107

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

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

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

SECTION 10.4 - 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 without written amendment.

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

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

- (a) Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) 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 date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against Licensee which would interfere with the performance of this Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

SECTION 10.8 - ANNUAL PERFORMANCE EVALUATION HEARINGS

(a) At any time during the Term of this Agreement, but in no event more frequently once per each year thereof, the Issuing Authority may hold a performance evaluation hearing, to evaluate the performance of the Licensee with respect to its requirements pursuant to the terms of this Agreement.

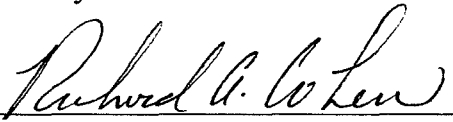
(b) The Issuing Authority shall provide no less than fourteen (14) day prior notice of any such performance evaluation hearing to Licensee, and Licensee agrees to cooperate with the Issuing Authority with respect to such hearing including, without limitation, attendance by qualified representatives of the Licensee, and any documentation reasonably requested by the Issuing Authority as necessary to determine the Licensee's performance under the terms of this Agreement.

(c) In the event that, as a result of any such hearing pursuant to this Section, the Issuing Authority determines that the Licensee has not performed with respect to any obligation under this Agreement, it shall notify Licensee, and shall otherwise be subject to any remedies available to the Issuing Authority under this Agreement.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF
December, 2010.

TOWN OF AGAWAM

By its Mayor


Richard A. Cohen

COMCAST OF MASSACHUSETTS II, INC.

By:

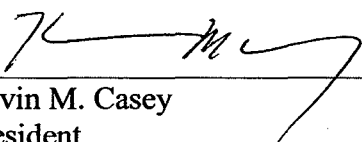

Kevin M. Casey
President
NorthCentral Division

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

Agawam High School	760 Cooper Street
Agawam Junior High School	1305 Springfield Street
Agawam Middle School	68 Main Street
Granger School	31 South Westfield Street
Phelps School	689 Main Street
Robinson Park School	65 Begley Street
Clark School	65 Oxford Street
Town Hall	36 Main Street
Library	750 Cooper Street
Fire Station 92	1200 Springfield Street
Fire Headquarters	800 Main Street
Senior Center	68 Meadowbrook Manor
DPW Office	1347 Main Street
Senior Center	950 Main Street
DPW Annex	1000 Suffield Street
Childhood Education Center	108 Perry Lane

EXHIBIT B
PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT C
PEG ACCESS VIDEO ORIGINATION LOCATIONS

Agawam HS	760 Cooper Street
Agawam Middle School	68 Main Street
Agawam Junior High School	1305 Springfield Street