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A-R CABLE SERVICES, INC.

MASS. DEPT OF  
TELECOMMUNICATIONS & CABLE

THIS AMENDMENT made this 9th day of February, 1995, by and between the City of Peabody, Massachusetts, acting by and through its Municipal Light Commission, organized and existing under the laws of the Commonwealth of Massachusetts, New England Telephone and Telegraph Company d/b/a NYNEX, a corporation of the State of New York, either or both hereinafter referred to as the "Licensor" and A-R Cable Services, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "Licensee".

**WITNESSETH**

WHEREAS, the parties hereto entered into agreements under date of March 16, 1987, covering attachments to certain poles of the Licensor, located in the Town of Lynnfield and October 17, 1985, covering attachments to certain poles in City of Peabody in the Commonwealth of Massachusetts.

WHEREAS, the Licensor desires, and the Licensee is agreeable, that the rights and obligations including the pole attachment licenses issued, under the agreement dated October 17, 1985, be governed by the agreement dated March 16, 1987, and that the October 17, 1985, agreement be canceled and superseded by the March 16, 1987, agreement.

WHEREAS, ARTICLE I entitled "DEFINITIONS" be amended to delete I) Patron and add I) Identification Tags and the Licensors and Licensee are agreeable thereto.

WHEREAS, ARTICLE III entitled "FEES AND CHARGES" paragraph (D) be amended and the Licensors and Licensee are agreeable thereto.

WHEREAS, ARTICLE V entitled "SPECIFICATIONS" be amended to include paragraph (C) and the Licensors and Licensee are agreeable thereto.

WHEREAS, ARTICLE XIV entitled "INSURANCE" paragraph (E) be amended and the Licensors and Licensee are agreeable thereto.

WHEREAS, ARTICLE XIX entitled "TERM OF AGREEMENT" be extended and the Licensors and Licensees are agreeable thereto.

WHEREAS, ARTICLE XX entitled "NOTICES" be amended and the Licensors and Licensee are agreeable thereto

WHEREAS, APPENDIX I, page 1 entitled "Schedule of Fees and Charges" be amended and the Licensors and Licensee are agreeable thereto.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. Article I entitled "Definitions" is hereby amended to include I) as follows:

**I) Identification Tags**

Identification tags are used to identify Licensee's plant. Identification tags shall be made of polyethylene and polyvinyl chloride with ultraviolet inhibitors. The two types of Identification tags are cable and apparatus tags as described in Appendix III, Form G.

2. Paragraph (D) of Article III entitled "FEES AND CHARGES" is hereby amended to read as follows:

The Licensor may change the amount of fees and charges specified in Appendix I by giving the Licensee not less than sixty (60) days' written notice prior to the date the change is to become effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty-day notice period if the change in fees and charges is not acceptable to Licensee; provided Licensee gives Licensor written notice of its election to terminate this Agreement at least thirty (30 days) prior to the end of such sixty-day period.

3. Article V entitled "SPECIFICATIONS" is amended to read paragraph (C) as follows:

(C) As described in Appendix III, Form G, Licensee shall place Identification cable tags on cables located on poles and Identification Apparatus tags on any associated items of Licensee's Plant, e.g., guys, anchors or terminals. The Telephone Company, in its sole determination, has the right to approve all identification tags that are different than those described in Appendix III, Section G.

4. Paragraph (E) in Article XIV entitled "Insurance" are hereby amended to read as follows:

(E) Licensee shall submit to Licensor certificates of insurance including renewal thereof shown as Form E of Appendix III hereto annexed by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name the Licensor as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to Licensee except after the giving of not less than 30 days' written notice to Licensor.

5. Paragraph (A) of Article XIX entitled "Term of Agreement" is hereby amended to extend the term thereof until December 31, 1995.
6. Article XX of said agreement dated March 16, 1987, entitled "NOTICES" is hereby amended to read as follows:

All written notices required under this Agreement shall be given by posting the same in first class mail as follows:

To Licensee: A-R Cable Services, Inc.  
Attention: Engineering Department  
167 Washington Street  
Peabody, Massachusetts 01960

with a copy to:  
A-R Cable Services, Inc.  
One Media Crossways  
Woburn, NY 11999  
Attn: Legal Dept.



To Licensor: New England Telephone and Telegraph Company  
d/b/a NYNEX  
License Administration  
125 High Street, Room 1406  
Boston, Massachusetts 02110

For Licenses:  
New England Telephone and Telegraph Company  
d/b/a NYNEX  
c/o Reimbursable Construction  
(same as above)

To Licensor: Peabody Municipal Light Plant  
201 Warren Street Extension  
Peabody, Massachusetts 01960

This agreement cancels and supersedes the previous pole attachment agreement dated October 17, 1985, between the Licensor and Licensee except as to liabilities already accrued, if any. Any and all licenses issued under the October 17, 1985, agreement shall continue in full force and effect, subject to the rights and obligations of the parties set forth in the March 16, 1987, agreement.

7. The first page of Appendix I is hereby amended to read as shown on the revised page hereto attached and made a part hereof.
8. In all other respects said agreement is continued unaltered.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed in triplicate by their respective officers thereunto duly authorized, all as of the day and year first above written.

A-R CABLE SERVICES, INC.

By: *[Signature]*  
Title: Vice President  
Date: 2/2/95

NEW ENGLAND TELEPHONE AND  
TELEGRAPH COMPANY d/b/a NYNEX

By: *[Signature]*  
Title: Director  
Date: 2/9/95

CITY OF PEABODY, MASSACHUSETTS, ACTING BY AND  
THROUGH ITS MUNICIPAL LIGHT DEPARTMENT

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX I**  
**SCHEDULE OF FEES AND CHARGES**  
**Pole Attachments**

**(A) Attachment**

1. **General Electric Company**

- (a) Attachment fees commence on the first day of the month following the date the License is issued.
- (b) Fees shall be payable quarterly in advance on the first day of January, April, July and October.
- (c) For the purpose of computing the attachment fees due hereunder, the fee shall be based upon the number of poles for which Licenses have been issued on the first day of each quarter. The first advance payment of the quarterly fee for Licenses issued under this Agreement shall include a proration from the first day of the month following the date the License was issued to the first regular quarterly payment date.

2. **General Telephone Company**

- (a) Attachment fees commence on the first day of the month following the date the license is issued.
- (b) Fees shall be payable semi-annually in advance on the first day of January and July.
- (c) For the purpose of computing the attachment fees due hereunder, the fee shall be based upon the number of poles for which licenses have been issued on the first day of each semi-annual period. The first advance payment of the semi-annual fee for licenses issued under this Agreement shall include a proration from the first day of the month following the date the license was issued to the first regular semi-annual payment date.

3. **Annual Attachment Fee**

For each pole solely owned by the Licensor and on which space has been reserved or occupied by the Licensee pursuant to this Agreement payment shall be as follows:

- \$ 8.40 \*per attachment per solely owned Electric Company pole  
plus automatic adjustment as stated below
- \$ 4.80 per attachment per solely owned Telephone Company pole
- \$ 7.02 per attachment per pole on jointly owned or used Telephone Company and Electric Company poles; \*\$4.62 of which is to be paid to the Electric Company plus automatic adjustments as stated below and \$2.40 to be paid to the Telephone Company.

Whenever and wherever Licensee makes use of such easements held by the Municipal Light Plant as may be necessary to accomplish the purposes of this Agreement, then, and in such event, Licensee shall pay to the Municipal Light Plant its pro rate share of the use thereof.

(B) Other Charges

Computation

All charges for field survey, inspections, removal of Licenses's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor of such work or for having such work performed by an authorized

\*Fees for the Electric Company are effective as of 10-1-92 and will be automatically adjusted by \$0.20 per solely owned pole and by \$0.11 per jointly owned pole on October 1 of each subsequent year.

LICENSE AGREEMENT BETWEEN  
ADAMS-RUSSELL CO., INC.  
PEABODY MUNICIPAL LIGHT PLANT  
AND  
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

DATED: MARCH 16, 1987

**LICENSE AGREEMENT**

DATED MARCH 16, 1987

**BETWEEN**

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY (LICENSOR)**

**AND**

**PEABODY MUNICIPAL LIGHT PLANT (LICENSOR)**

**AND**

**ADAMS RUSSELL CO., INC (LICENSEE)**

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LICENSE AGREEMENT

This AGREEMENT, made this 16th day of March, 1987, by and between the City of Peabody, a Massachusetts municipal corporation acting by and through its Municipal Light Commission, having its principal office in the City of Peabody, Massachusetts, and New England Telephone and Telegraph company, a corporation organized and existing under the laws of the State of New York, having its principal office in the city of Boston, Massachusetts (either or both hereinafter referred to as the "Licensor") and Adams-Russell Co., Inc., a corporation organized and existing under the laws of the State of Massachusetts, having a place of business in the City of Waltham, Massachusetts.

hereinafter called the Licensee.

W I T N E S S E I H

WHEREAS, Licensee proposes to furnish communications services in the Town of Lynnfield in the State of Massachusetts; and

WHEREAS, Licensee will need to place and maintain attachments within the area described above and desires to place such attachments on poles of Licensor; which poles are either jointly or solely owned by the Licensor; and

WHEREAS, Licensor is willing to permit, to the extent they may lawfully do so, the placement of said attachments on Licensor's facilities where reasonably available and where such use will not interfere with Licensor's service requirements or the use of its facilities by others subject to the terms of this agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I  
DEFINITIONS

As Used in This Agreement

- A) Anchor Rod  
A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod".
- B) Attachment  
Any single strand, hardware, cable, wires and/or apparatus attached to a pole and owned by the Licensee.
- C) Guy Strand  
A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.
- D) Joint Owner  
A person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.
- E) Make-Ready Work  
The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee's attachments on Licensor's pole.
- F) Field Survey Work or Survey Work  
A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

G) Other Licensee

Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

H) Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles and anchor rods owned by each party.

I) Suspension Strand

A metal cable of high tensile strength attached to pole and used to support communications facilities. Also known as "Messenger cable".

## Article II

### SCOPE OF AGREEMENT

- (A) Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose, revocable, nonexclusive licenses authorizing the attachment of Licensee's attachments to Licensor's poles within that portion of Lynnfield, Massachusetts, in which Licensor provides service.
- (B) No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of Licensor's poles.
- (C) Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements.
- (D) Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, or may in the future enter into with others not parties to this Agreement regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licensor and any joint owner(s) or joint user(s) of Licensor's poles.

## ARTICLE III

### FEEES AND CHARGES

- (A) Licensee agrees to pay to Licensor the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX I, attached hereto and made a part hereof.
- (B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.
- (C) Licensee shall furnish bond or other satisfactory evidence of financial security in such form (Appendix III Form F hereto attached) and amount as Licensor from time to time may require, in an initial amount of \$XXXXXXXXXXXXXXXX, but not exceeding \$50,000.00, to guarantee the payment of any sums which may become due to Licensor for fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including

the removal of Licensee's attachments upon termination of this Agreement or upon termination of any License issued hereunder. The financial security requirement may be waived in writing by Licensor or either of them and reinstated if waived.

- (D) At the expiration of one (1) year from the date of this Agreement, and at the end of every one (1) year period thereafter, changes in the amount of the fees and charges specified in Appendix I may be made by Licensor upon the giving of not less than six (6) months prior written notice to Licensee. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such notice period if the change in fees and charges is not acceptable to Licensee, by giving Licensor written notice of its election to terminate this Agreement at least sixty (60) days prior to the end of such notice.
- (E) Changes or amendments to APPENDIX I shall be effected by the separate execution of APPENDIX I as so modified. The separately executed APPENDIX I shall become a part of and be governed by the terms and conditions of this Agreement. Such changes or amendments shall become effective within sixty (60) days and shall be presumed acceptable unless within that period Licensee advises Licensor in writing that the changes and amendments are unacceptable and, in addition, within thirty (30) days thereafter submits the issue to the regulatory body asserting jurisdiction over this agreement for decision.

#### ARTICLE IV

##### ADVANCE PAYMENT

- (A) Licensee shall make an advance payment to the Licensor prior to:.
- (1) any undertaking by Licensor of the required field survey [See Article VIII para. (A)] in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete such survey.
  - (2) any performance by Licensor of any make-ready work required in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete the required make-ready work.
- (B) The amount of the advance payment required will be credited against the full cost to Licensor for performing such work or having such work performed by others plus, unless waived by Licensor or either of them, an amount equal to ten (10%) percent of Licensor's full cost.

- (C) Where the advance payment made by Licensee to Licensor for field survey or make-ready work is less than the full cost to Licensor for such work, Licensee agrees to pay Licensor all sums due in excess of the amount of the advance payment.
- (D) Where the advance payment made by Licensee to Licensor for field survey or make-ready work exceeds the full cost to Licensor for such work, Licensor shall refund the difference to Licensee.

#### ARTICLE V SPECIFICATIONS

- (A) Licensee's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- (B) If any part of Licensee's attachments is not so placed and maintained, Licensor may upon ten (10) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's attachments from any or all of the Licensor's poles or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense to Licensee and without any liability therefor; provided, however, that when in the sole judgement of Licensor such a condition may endanger the safety of Licensor's employees or interfere with the performance of Licensor's service obligations, Licensor may take such action without prior notice to Licensee.

#### ARTICLE VI LEGAL REQUIREMENTS

- (A) Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its attachment on public and private property at the location of Licensor's poles which Licensee uses and shall submit to Licensor evidence of such authority before making attachments on such public and/or private property.
- (B) The applicable provisions in the attachment entitled "Non-Discrimination Compliance Agreement" shall form a part of this agreement and any amendments thereto. (Attachment A)
- (C) The parties hereto shall at all times observe and comply with, and the provisions of the Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances or regulations remain in effect.

- (D) No license granted under this Agreement shall extend to any of Licensor's poles where the placement of Licensee's attachments would result in a forfeiture of the rights of Licensor or joint users to occupy the property on which such poles are located. If placement of Licensee's attachments would result in a forfeiture of the rights of Licensor or joint users, or both, to occupy such property, Licensee agrees to remove its attachments forthwith; and Licensee agrees to pay Licensor or joint users, or both, all losses, damages, and costs incurred as a result thereof.

#### ARTICLE VII

##### ISSUANCE OF LICENSES

- (A) Before Licensee shall attach to any pole, Licensee shall make application for and have received a license therefor in the form of APPENDIX III, Forms A-1 and A-2.
- (B) Licensee agrees to limit the filing of applications for pole attachment licenses to include not more than 200 poles on any one application and 2,000 poles on all applications which are pending approval by Licensor at any one time. Such limitations will apply to Licensor's poles located within a single plant construction district of Licensor. Licensee further agrees to designate a desired priority of completion of the field survey and make-ready work for each application relative to all other of its applications on file with Licensor at the same time.

#### ARTICLE VIII

##### POLE MAKE-READY WORK

- (A) A field survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The field survey will be performed jointly by representatives of Licensor, joint owner and/or joint user and Licensee.
- (B) Licensor reserves the right to refuse to grant a license for attachment to a pole when Licensor determines that the communications space on such pole is required for its exclusive use or that the pole may not reasonably be rearranged or replaced to accommodate Licensee's attachments.

- (C) In the event Licensor determines that a pole to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the attachments of Licensee in accordance with the specifications set forth in Article V, Licensor will indicate on the Authorization for Pole Make-Ready Work (Appendix III, Form B2) the estimated cost of the required make-ready work and return it to Licensee.
- (D) Any required make-ready work will be performed following receipt by Licensor of completed Form B2. Licensee shall pay Licensor for all make-ready work completed in accordance with the provisions of APPENDIX I, and shall also reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such facilities to accommodate Licensee's pole attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of attachments on Licensor's poles by reason of the use by the Licensor or other authorized user(s) of any additional space resulting from such replacement or rearrangement.
- (E) Should Licensor, or another party with whom it has a joint use agreement, for its own service requirements, need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor or joint user may be attached. The rearrangement or transfer of Licensee's attachments will be made at Licensee's sole expense. If Licensee does not rearrange or transfer its attachments within fifteen (15) days after receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor or joint user may perform or have performed such rearrangement or transfer and Licensee agrees to pay the costs thereof.
- (F) Licensor may, when it deems an emergency to exist, rearrange, transfer or remove Licensee's attachments to Licensor's poles, at Licensee's expense, and without any liability on the part of the Licensor for damage or injury to Licensee's attachments.
- (G) License applications received by Licensor from two or more licensees for attachment accommodations on the same pole, prior to the commencement of any field survey or make-ready work required to accommodate any licensee, will be processed by Licensor in accordance with the procedures detailed in APPENDIX II attached hereto.
- (H) In performing all make-ready work to accommodate Licensee's attachments, Licensor will endeavor to include such work in its normal work load schedule.

- (I) Licensee may attach its guy strand to Licensor's existing anchor rod at no charge where Licensor determines that adequate capacity is available; provided that Licensee agrees to secure any necessary right-of-way therefore from the appropriate property owner. Should Licensor, or joint user, if any, for its own service requirements, need to increase its load on the anchor rod to which Licensee's guy is attached, Licensee will either rearrange its guy strand on the anchor rod or transfer it to a replacement anchor as determined by Licensor. The cost of such rearrangement and/or transfer, and the placement of a new or replacing anchor will be at the sole expense of Licensee, which Licensee agrees to pay. If Licensee does not rearrange or transfer its guy strand within fifteen (15) days after receipt of written notice from Licensor regarding such requirement, Licensor or joint user may perform, or have performed, the work involved and Licensee agrees to pay the full costs thereof. \*

#### ARTICLE IX

##### CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

- (A) Licensee shall, at its own expense, construct and maintain its attachments on Licensor's poles in a safe condition and in a manner acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereon.
- (B) Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's attachments. Where multiple licensees' attachments are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for each licensee's attachments.
- (C) Licensee shall obtain specific written authorization from Licensor before relocating or replacing its attachments on Licensor's poles.
- (D) All tree trimming made necessary, in the opinion of the Licensors, by reason of the Licensee's proposed attachments at the time of attachment or thereafter, provided the owner(s) of such trees grants permission to the Licensee, shall be performed by contractors approved by Licensors, at the sole cost, expense and direction of the Licensee, except such trimming as may be required on Licensee's customers' premises, to clear Licensee's cable drops, which trimming shall be done by the Licensee at its expense.
- (E) Licensee, at its expense, will remove its attachments from any of Licensor's poles within fifteen (15) days after termination of the license covering such attachments.

\* Notwithstanding anything to the contrary appearing above, Licensee agrees that at Light Company's option; Licensee shall install such anchors as may be required for its own purposes and at its own cost in Light Company maintained area.

If Licensee fails to remove its attachments within such fifteen (15) day period, Licensor shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments.

- (F) Licensee, at its expense, will transfer or remove its attachments from any of the Licensor's poles within fifteen (15) days after written notification that a pole has been replaced or relocated. If Licensee fails to transfer or remove its attachments within such fifteen (15) day period, Licensor shall have the right to transfer or remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments.

If Licensee fails to remove its attachments within such fifteen (15) day period, Licensor shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments.

#### ARTICLE X

##### TERMINATION OF LICENSE

- (A) Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license.
- (B) Licensee may at any time remove its attachments from a pole after first giving Licensor written notice of such removal (APPENDIX III, Form D). Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

#### ARTICLE XI

##### INSPECTIONS OF LICENSEE'S ATTACHMENTS

- (A) Licensor reserves the right to make periodic inspections of any part of Licensee's attachments, including guying, attached to Licensor's poles, and Licensee shall reimburse Licensor for the expense of such inspections.
- (B) The frequency and extent of such inspections by Licensor will depend upon Licensee's adherence to the requirements of Articles V and VII herein.

- (C) Licensor will give Licensee advance written notice of such inspections, except in those instances where, in the sole judgement of Licensor, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee.
- (D) The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.
- (E) Any charge imposed by Licensor for such inspections shall be in addition to any other sums due and payable by Licensee under this Agreement. No act or failure to act by Licensor with regard to said charge or any unlicensed use by Licensee shall be deemed as a ratification or the licensing of the unlicensed use; and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

## ARTICLE XII

### UNAUTHORIZED ATTACHMENTS

- (A) If any of Licensee's attachments shall be found attached to Licensor's poles for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized attachment, a pole attachment application. If such application is not received by the Licensor within the specified time period, Licensee shall remove its unauthorized attachment within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
- (B) For the purpose of determining the applicable charge, absent satisfactory evidence to the contrary, the unauthorized pole attachment shall be deemed as having existed since the date of this agreement, and the fees and charges as specified in APPENDIX I, shall be applicable thereto and due and payable forthwith whether or not Licensee is permitted to continue the pole attachment.

## ARTICLE XIII

### LIABILITY AND DAMAGES

- (A) Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner, except from Licensor's sole negligence, out of the use of Licensor's poles.
- (B) Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.

(C) Except, ( ) may be caused by the sole negligence of Licensor, or either of them, Licensee shall defend, indemnify and save harmless Licensor, or either of them, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licensor, or either of them by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition, operation of said poles or any part thereof by Licensee or any of its agents, contractors, servants, or employees; (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable; (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees; (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement, (f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use thereof by Licensee or any of its agents, contractors, servants, employees or by (g) the erection, maintenance, presence, use, occupancy or removal of Licensee's attachments by Licensee or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Licensor's poles.

(D) Licensee shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's attachments in combination with Licensor's poles, or otherwise.

The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

#### ARTICLE XIV INSURANCE

(A) Licensee shall carry insurance issued by an insurance carrier satisfactory to Licensor to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XIII preceding.

(B) The amounts of such insurance, without deductibles:  
(1) against liability due to damage to property shall not be less than \$1,000,000 as to any one occurrence and \$1,000,000 aggregate, and

- (2) against liability due to injury or death of persons shall be not less than \$3,000,000.00 as to any one person and \$3,000,000.00 as to any one occurrence.
- (C) Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- (D) All insurance must be effective before Licensor will authorize Licensee to make attachments to any pole and shall remain in force until such attachments have been removed from all such poles.
- (E) Licensee shall submit to Licensor certificates of insurance shown as Form E of Appendix III hereto annexed, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name the Licensor as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to Licensee except after the giving of not less than 30 days' written notice to Licensor.

#### ARTICLE XV AUTHORIZATION NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement.

#### ARTICLE XVI ASSIGNMENT OF RIGHTS

- (A) Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor.
- (B) In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.

Pole space licensed to Licensee hereunder is for Licensee's use only, and Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder.

#### ARTICLE XVII FAILURE TO ENFORCE

Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

## ARTICLE XVIII

### TERMINATION OF AGREEMENT

- (A) If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance. Licensor may at its option forthwith terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the poles as to which such default or noncompliance shall have occurred.
- (B) If an insurance carrier shall at any time notify Licensor that the policy or policies of insurance, required under ARTICLE XIV hereof, will be cancelled or changed so that the requirements of ARTICLE XIV will no longer be satisfied, then this Agreement terminates unless prior to the effective date thereof Licensee shall furnish to Licensor certificates of insurance including insurance coverage in accordance with the provisions of ARTICLE XIV hereof.
- (C) In the event of termination of this Agreement Licensee shall remove its attachments from Licensor's poles within six (6) months from date of termination; provided, however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until Licensee's attachments are removed from Licensor's poles.
- (D) If Licensee does not remove its attachments from Licensor's poles within the applicable time periods specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor; and Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until such attachments are removed.

## ARTICLE XIX

### TERM OF AGREEMENT

- (A) This Agreement shall remain in effect for a term of five (5) years from the date hereof.



APPENDIX I

SCHEDULE OF FEES AND CHARGES  
Pole Attachments

(A) Attachment

1. General

- (a) Attachment fees commence on the first day of the month following the date the license is issued.
- (b) Fees shall be payable quarterly in advance on the first day of January, April, July and October.
- (c) For the purpose of computing the attachment fees due hereunder, the fee shall be based upon the number of poles for which licenses have been issued on the first day of each quarter. The first advance payment of the quarterly fee for licenses issued under this Agreement shall include a proration from the first day of the month following the date the license was issued to the first regular quarterly payment date.

2. Annual Attachment Fee

For each pole solely owned by the Licensor and on which space has been reserved or occupied by the Licensee pursuant to this Agreement payment shall be as follows:

- \$ 8.00 per attachment per solely owned Electric Company pole plus automatic adjustment as stated below\*
- \$ 4.80 per attachment per solely owned Telephone Company pole
- \$ 6.80 per attachment per pole on jointly owned or used Telephone Company and Electric Company poles; \$ 4.40 of which is to be paid to the Electric Company and \$ 2.40 to be paid to the Telephone Company plus automatic adjustment as stated below\*

Whenever and wherever Licensee makes use of such easements held by the Municipal Light Plant as may be necessary to accomplish the purposes of this Agreement, then, and in such event, Licensee shall pay to the Municipal Light Plant its pro rata share of the use thereof.

(B) Other Charges

Computation

All charges for field survey, inspections, removal of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor of such work or for having such work performed by an authorized

\* An automatic adjustment shall be paid to Peabody Municipal Light Plant proportionately as cable base rates increase during the term of this pole agreement.

Appendix I

representative plus, unless waived by Licensor or either of them, an amount equal to ten (10%) percent of Licensor's full cost.

(C) Cost of Pole Replacements, Rearrangements and Changes

1. Whenever any pole is, or becomes, after initial Licensee's attachments, in the opinion of the Licensor, insufficient in height or strength for the Licensee's proposed attachments thereon in addition to the existing attachments of the Licensor and municipality the Licensor shall replace such pole with a new pole of the necessary height and class and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require. The Licensee shall pay the Licensor for the expense thereof, including, but not limited, to the following:

- (a) The net loss to the Licensor on the replaced pole based on its reproduction cost less depreciation plus cost of removal.
- (b) Excess height or strength of the new pole over the existing pole necessary by reason of the Licensee's attachments.
- (c) Transferring Licensor's attachments from the old to the new pole.
- (d) Any other rearrangements and changes necessary by reason of the Licensee's proposed or existing attachments.

2. In the event that the Licensors or either of them shall permit the Licensee to place its attachments in space reserved by either of them or for any municipality and the Licensors or either of them or any municipality shall deem it necessary to use such space, or the pole is to be replaced at any time because of obsolescence, public requirement or other reason, then the Licensors shall replace the pole with a suitable pole to provide the basic space reservation where necessary, and the Licensee shall be billed, as provided for in Section (C)1. a-d, inclusive, above.

(D) Payment Date

Failure to pay all fees and charges within 30 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

For bills rendered by Licensor, Peabody Municipal Light Plant, New England Telephone and Telegraph Company, the following shall be applicable:

"Interest shall accrue and be payable to Licensor at the rate set by the Commissioner of Internal Revenue pursuant to Internal Revenue Code, Section 8621; Treasury Regulations Section 301.8621-1, from and after the payment date of any payment required by this License. The payment of any interest shall not cure or excuse any default by Licensee under this License."

APPENDIX II

MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS

Procedure for Processing  
Multiple Pole Attachment License Applications

The following procedure shall be adhered to in processing applications to attach to Licensor's poles by multiple licensees.

A. DEFINITIONS

Simultaneous license applications

Properly completed pole license applications relative to the same pole which are received by the Licensor from multiple applicants on the same business day.

Non-Simultaneous license applications

Properly completed pole license applications relative to the same pole which are received by the Licensor from multiple applicants on different business days.

Initial applicant

The applicant filing the first properly completed license application (non-simultaneous) for attachment to a specific pole.

Additional applicant

Each applicant filing a properly completed license application (non-simultaneous) for attachment to a specific pole for which a prior license application has been received by the Licensor.

Make-Ready Work

The work required (including rearrangement and transfer of existing facilities on a pole, replacement of poles or any other changes) to accommodate the Licensee's attachments on Licensor's pole.

Option 1

An arrangement whereby Licensor will process the license application of initial applicant as if there is no other license application on file for the same pole.

Option 2

An arrangement whereby Licensor will process license applications of initial and additional applicant in accordance with the procedure applicable for simultaneous multiple license applications.

**B. MULTIPLE LICENSE APPLICATION PROCESSING**

Both simultaneous and non-simultaneous multiple license applications for the same pole will be processed by the Licensor in accordance with the procedures set forth in the flow chart which comprises pages 5 to 7 inclusive, of this Appendix.

**C. OPTION ARRANGEMENTS**

1. Upon being offered Options 1 and 2, the initial applicant will be advised that he may make an immediate selection of the option he desires or he may delay his selection until the required make-ready survey work has been completed and the estimate of make-ready charges quoted by the Licensor. Where the initial applicant elects to delay his decision, he shall be required to indicate the option he desires within 15 days after the Licensor has quoted the estimate of the make-ready charges that will apply, otherwise, the Licensor will deem the initial applicant to have selected Option 1.
2. The license application processing procedure to be adhered to in accordance with Option 2 will be subject to acceptance by all of the multiple applicants involved. The additional applicant(s) will have 15 days from the date he is advised by the Licensor that the initial applicant has selected Option 2 to accept or reject the conditions applicable under Option 2, otherwise, the Licensor will deem the additional applicant(s) to have rejected such conditions.
3. All work in progress on the initial applicant's license application involving multiple pole attachments will be suspended by the Licensor from the time that the initial applicant is offered Options 1 and 2 until he notifies the Licensor of the option he elects in accordance with C.1. above.

**D. MAKE-READY SURVEY REQUIREMENT**

1. Where required make-ready survey is to be completed on two bases, the multiple applicants shall be so advised before such survey is commenced.
2. The make-ready survey required to develop the estimated charges applicable for Options 1 and 2 will include a determination of the work requirements necessary to:
  - a. issue licenses simultaneously to the multiple applicants and,
  - b. issue licenses to the initial applicant before commencing the required make-ready work necessary to accommodate the additional applicant(s).

3. Licensor will consider any license application involving simultaneous multiple attachments as cancelled upon the failure of an applicant to notify the Licensor in writing of his acceptance of the estimate of make-ready charges and accompany such acceptance with the advance payment within 15 days following his receipt of such estimate from the Licensor.
4. Licensor or his authorized representative will perform the make-ready survey in all situations involving simultaneous license applications.
5. Where an initial applicant has been authorized by Licensor to perform its own make-ready survey, and properly completed pole applications are received from an additional applicant(s), establishing a non-simultaneous license application situation, the conditions of Option 1 will automatically apply and the option arrangements, detailed in Section C of this Appendix, will not be applicable.

**E. MAKE-READY WORK SCHEDULE**

Any simultaneous multiple applicant who cannot agree with the alternative arrangement that provides for the Licensor to complete ALL make-ready work before simultaneously granting licenses to all multiple applicants will be deemed by the Licensor to have cancelled his application.

**F. CHANGES IN APPENDIX**

This Appendix may be changed in whole or in part at any time during the term of this Agreement at the sole option of the Licensor upon the giving of not less than 30 days written notice thereof to the Licensee(s) and to substitute in place thereof such other provisions as the Licensor may deem necessary as relative to multiple attachments to poles of the Licensor.

PROCEDURE FOR PROCESSING MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS

<p>1. <u>WRITE IN MAKE-READY SURVEY EXPENSE HAS BEEN INCURRED BY LICENSEE</u></p> <p>2. <u>APPLICABLE APPLICANTS</u></p>	<p><u>MAKE-READY SURVEY REQUIREMENT</u></p> <p>TO BE DONE ON TWO BASES TO DETERMINE ACCORDANCE WITH REQUIREMENTS FOR:</p> <ol style="list-style-type: none"> <li>1. attachment by single licensee</li> <li>2. attachment by multiple licensees</li> </ol>	<p><u>MAKE-READY SURVEY COST ALLOCATION</u></p> <p>TOTAL COST TO BE SHARED EQUALLY BY MULTIPLE APPLICANTS.</p>	<p><u>MAKE-READY WORK SCHEDULE</u></p> <p>MULTIPLE APPLICANTS MUST DEVELOP FEASIBLY ACHIEVABLE:</p> <ol style="list-style-type: none"> <li>1. order of pole availability and</li> <li>2. overall completion schedule</li> </ol> <p>-WHERE MULTIPLE APPLICANTS CAN NOT ACHIEVE WITHIN 15 DAYS FROM RECEIPT OF ESTIMATE FROM LICENSEE, LICENSEE WILL OFFER AS AN ALTERNATIVE, TO COMPLETE ALL MAKE-READY WORK INVOLVED BEFORE SIMULTANEOUSLY GRANTING LICENSES TO MULTIPLE APPLICANTS.</p>	<p><u>MAKE-READY COST ALLOCATIONS</u></p> <p>TOTAL COST SHARED EQUALLY BY MULTIPLE APPLICANTS.</p> <p>- IF ONLY ONE APPLICANT AGREES TO ESTIMATE SHARED PORTION OF TOTAL COST, THAT APPLICANT WILL BE COVERED THE COST APPLICABLE TO ACCOMMODATE A SINGLE LICENSEE (SEE 1. UNDER MAKE-READY SURVEY REQUIREMENT)</p>
<p>3. <u>APPLICABLE APPLICANTS</u></p> <p>APPLICANTS AVAILABLE INITIAL APPLICANTS</p> <p>(IF LICENSEE WILL PROCEED AS TO SINGLE LICENSEE APPLICATING FIRST.)</p> <p>APPLICANTS 2 (IF LICENSEE WILL PROCEED AS TO MULTIPLE LICENSEE APPLICATING.)</p>	<p>TO BE DONE ON TWO BASIS TO DETERMINE ACCORDANCE WITH REQUIREMENTS FOR:</p> <ol style="list-style-type: none"> <li>1. attachment by single licensee</li> <li>2. attachment by multiple licensees       <ol style="list-style-type: none"> <li>(a) simultaneously</li> <li>(b) non-simultaneously</li> </ol> </li> </ol>	<p>TOTAL COST TO BE SHARED EQUALLY BY MULTIPLE APPLICANTS</p>	<p><u>INITIAL APPLICANT</u></p> <p>LICENSEE WILL TREAT AS A NON-MULTIPLE APPLICANT.</p> <p>- ANY CHANGE OF PRIORITY OF POLE AVAILABILITY OR OVERALL COMPLETION SCHEDULE THAT IS DESIRED AFTER EITHER HAS BEEN INITIALLY AGREED UPON WITH THE LICENSEE IS SUBJECT TO LICENSEE'S ABILITY TO ACCOMMODATE IN ITS ESTABLISHED WORK SCHEDULE.</p> <p>ADDITIONAL APPLICANT REQUESTED MAKE-READY WORK WILL NOT BE PERFORMED UNTIL LICENSEE HAS BEEN GRANTED TO INITIAL APPLICANT UNLESS THE PERFORMANCE OF SUCH WORK WILL DELAY THE COMPLETION OF THE MAKE-READY WORK REQUIRED TO ACCOMMODATE THE INITIAL APPLICANT.</p> <p>SAME AS 1.A.</p>	<p><u>INITIAL APPLICANT</u></p> <p>IS CHARGED THE COST ATTRIBUTABLE TO THE WORK INVOLVED TO ACCOMMODATE ATTACHMENT BY ONE LICENSEE.</p> <p>ADDITIONAL APPLICANT REQUESTED THE COST ATTRIBUTABLE TO THE WORK INVOLVED TO ACCOMMODATE ATTACHMENT BY AN ADDITIONAL LICENSEE ON A POLE ALREADY ATTACHED BY INITIAL LICENSEE.</p> <p>SAME AS 1.A.</p>

PROCEDURE FOR PROCESSING MULTIPLE FIVE ATTACHMENT LICENSE APPLICATIONS

IF ONE OR MORE PARTIAL PAY-RENT SURVEY EXPENSE HAS BEEN INCURRED BY LICENSEE

APPLICANTS AVAILABLE TO INITIAL APPLICANT

OPTION 1  
 LICENSEE SHALL PROCESS AS IF NO MULTIPLE LICENSE APPLICATIONS EXIST

OPTION 2

IF LICENSEE WILL PROCESS AS SINGLE LICENSEE (MULTIPLE APPLICATIONS)

MAY-RENT SURVEY TO BE COMPLETED



BALANCE OF REQUIRED SURVEY TO BE COMPLETED ON TWO BASES REFERENCING ACCUMULATION REQUIREMENTS FOR:

1. attachment by single license
2. attachment by multiple license
  - (a) Simultaneously
  - (b) non-simultaneously

PORTION OF SURVEY ALREADY COMPLETED FOR INITIAL APPLICANT WILL BE REFERENCED TO ACCUMULATE AN ADDITIONAL LICENSE.



MAY-RENT SURVEY COST ALLOCATION



INITIAL APPLICANT

WILL BE CHARGED THE COST INCURRED FOR THAT PORTION OF THE SURVEY WHICH HAS ALREADY BEEN COMPLETED.

ADDITIONAL APPLICANT

WILL BE CHARGED THE COST INCURRED TO RESERVE THE COMPLETED PORTION OF THE SURVEY TO ACCUMULATE THE REQUIREMENTS TO ACCUMULATE ATTACHMENT BY MULTIPLE LICENSEES.

TOTAL COST OF THE BALANCE OF THE REQUIRED SURVEY WILL BE SHARED EQUALLY BY THE MULTIPLE APPLICANTS.

MAY-RENT WORK SHEET

SAME AS I.R.

MAY-RENT COST ALLOCATIONS

SAME AS I.R.

SAME AS I.A.

SAME AS I.A.

PROCEDURE FOR PROCESSING MULTIPLE FULL ATTACHMENT LICENSE APPLICATIONS

III. UNLESS MAKE-READY SURVEY IS COMPLETED, MAKE-READY SURVEY WORKS WILL NOT PROCEED TO COST ESTIMATION

OPTIONS AVAILABLE TO INITIAL APPLICANT

OPTION 1

(LICENSOR WILL PROCESS AS IF 20 SEPARATE LICENSE APPLICATIONS (A151))

OPTION 2

(LICENSOR WILL PROCESS AS "SIMULTANEOUS" MULTIPLE LICENSE APPLICATIONS)

MAKE-READY SURVEY REQUIREMENT

RESURVEY REQUIRED TO DETERMINE ACCOMMODATING REQUIREMENTS FOR ATTACHMENT BY MULTIPLE LICENSEES:

- 1. SIMULTANEOUSLY
- 2. NON-SIMULTANEOUSLY

MAKE-READY SURVEY COST ALLOCATION

INITIAL APPLICANT WILL BE CHARGED THE COST OF THE SURVEY WHICH HAS ALREADY BEEN COMPLETED.

ADDITIONAL APPLICANT

WILL BE CHARGED THE COST TO RESURVEY TO DETERMINE THE REQUIREMENTS FOR ACCOMMODATING MULTIPLE LICENSEES.

MAKE-READY SURVEY SCHEDULE

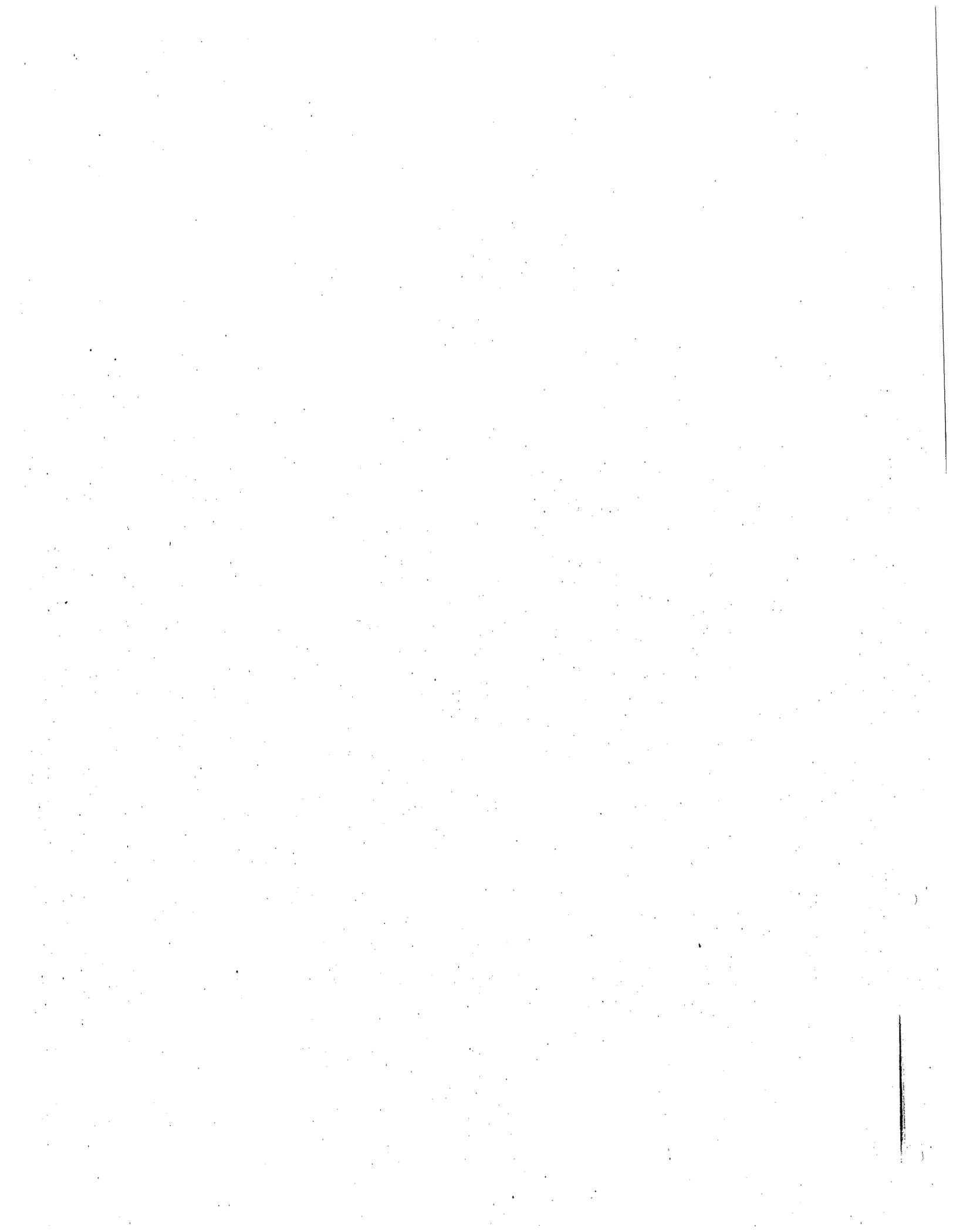
SAME AS I.B.

MAKE-READY COST ALLOCATIONS

SAME AS I.B.

SAME AS I.A.

SAME AS I.A.



APPENDIX III

ADMINISTRATIVE FORMS AND NOTICES

Index of Administrative Forms

Application and Pole Attachment License	A-1
Pole Details	A-2
Authorization for Field Survey Work	B-1
Authorization for Pole Make-Ready Work	B-2
Itemized Estimate of Pole Make-Ready Work and Charges	C
Notification of Surrender or Modification of Pole Attachment License by Licensee	D
Certificate of Insurance	E
Bond	F

APPLICATION AND POLE ATTACHMENT LICENSE<sup>1</sup>

NEW ENGLAND TELEPHONE & TELEGRAPH CO.  
(Licensor's Name)

PEABODY MUNICIPAL LIGHT PLANT  
(Licensor's Name)

Street Address \_\_\_\_\_

Street Address \_\_\_\_\_

City and State \_\_\_\_\_

City and State \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

In accordance with the terms and conditions of the License Agreement between us, dated March 16, 1987, application is hereby made for a license to make attachments to \_\_\_\_\_ poles as indicated on Form A-2. This request will be 2 designated Pole Attachment License Application Number \_\_\_\_\_

ADAMS-RUSSELL CO.; INC.  
(Name of Licensee)

By \_\_\_\_\_

Title \_\_\_\_\_

Tel. No. \_\_\_\_\_

Pole Attachment License Number \_\_\_\_\_ is hereby granted to make the attachments described in this application to \_\_\_\_\_ poles, as indicated on the attached form A-2.

\_\_\_\_\_  
(Licensor's Name)

By \_\_\_\_\_

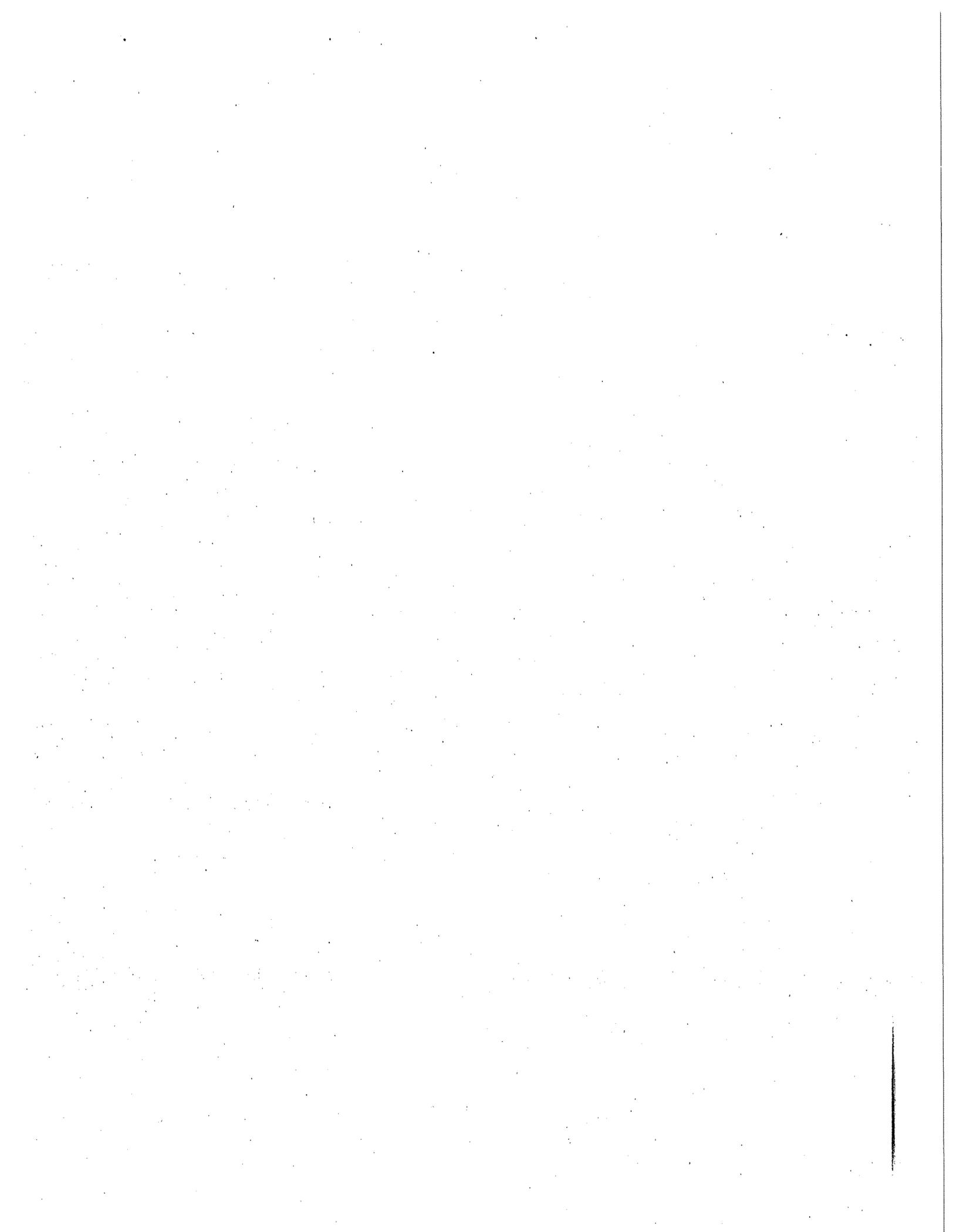
Title \_\_\_\_\_

Date \_\_\_\_\_

Tel. No. \_\_\_\_\_

<sup>1</sup>Applications shall be submitted in duplicate.

<sup>2</sup>Individual applications to be numbered in sequential ascending order by Licensee for each License Agreement. Licensor will process applications in sequential ascending order according to the application numbers assigned by the Licensee.



POLE DETAILS

ADAMS-RUSSELL CO., INC. License Application Number \_\_\_\_\_  
Licensee

4 \_\_\_\_\_  
Power Company Involved

4 \_\_\_\_\_  
Telephone Company Involved

\_\_\_\_\_ Poles located in Municipality (Locale-if appropriate), County  
(Note: Provide separate sheets for each municipality)

<u>Pole No.</u>	<u>Location<sup>1</sup></u>	<u>Attach.<sup>2</sup></u>	<u>Tax</u>	<u>Lic.</u>	<u>Lic.</u>
			<u>Dist.</u>	<u>No.</u>	<u>Date</u>

\_\_\_\_\_ LICENSEE HEREBY REQUESTS LICENSOR TO PROVIDE AN  
ITEMIZED ESTIMATE OF POLE MAKE READY WORK REQUIRED  
AND ASSOCIATED CHARGES (APPENDIX III FORM C).

Title \_\_\_\_\_

Revised 8-1-76  
6-1-83

(See Reverse)

AUTHORIZATION FOR FIELD SURVEY WORK

ADAMS-RUSSELL CO., INC.  
(Licensee)

In accordance with Article IV, Paragraph (A), (1) of the License Agreement, following is a summary of the estimated charges which will apply to complete a field survey covering Pole Attachment License Application Number \_\_\_\_\_.

	<u>HOURS</u>	<u>Rate/Hour</u>	<u>Total</u>
Field Survey	_____	_____	\$ _____
Administrative Compensation	_____	_____	\$ _____
TOTAL			\$ _____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ \_\_\_\_\_

\_\_\_\_\_  
(Licensor)

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Tel. No. \_\_\_\_\_

Date \_\_\_\_\_

The required field survey covering License Application No. \_\_\_\_\_ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement.

\_\_\_\_\_  
(Licensee)

By \_\_\_\_\_

Date \_\_\_\_\_

Tel. No. \_\_\_\_\_

AUTHORIZATION FOR POLE MAKE READY WORK

ADAMS-RUSSELL CO., INC.

Licensee

Field survey work associated with your License Application No. \_\_\_\_\_ dated \_\_\_\_\_ 19\_\_\_\_, for attachment to poles has been completed.

Following is a summary of the estimated make ready charges which will apply.

	<u>HOURS</u>	<u>Rate/Hour</u>	<u>Total</u>
<u>Make-Ready Work</u>			
Labor	_____	_____	\$ _____
Material	<u>XXX</u>	<u>XXX</u>	_____
Sub Total			_____
Administrative Compensation _____			_____
Total			\$ _____

Attached, as requested, is an itemized estimate (Form C) of required pole make-ready work and associated charges.

If you wish us to complete the required make-ready work, please sign this copy below and return with an advance payment in the amount of \$ \_\_\_\_\_

\_\_\_\_\_  
Licensor  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Tel. No. \_\_\_\_\_  
Date \_\_\_\_\_

The replacements and rearrangements included in License Application No. \_\_\_\_\_ are authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement.

\_\_\_\_\_  
Licensee  
By \_\_\_\_\_  
Title \_\_\_\_\_

Tel. No. \_\_\_\_\_  
Date \_\_\_\_\_



NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

Notice No. \_\_\_\_\_

Date \_\_\_\_\_ 19\_\_\_\_

To:

In accordance with the terms of Agreement  
dated March 16 1987 notice is hereby given that  
attachments to the following poles in the City/Town/Village

covered by permit Number \_\_\_\_\_ were removed  
on \_\_\_\_\_ 19\_\_\_\_

Street  
Name

Pole  
Number

(If Pole No. is  
not available  
Street Number)

Total number of poles to be discontinued \_\_\_\_\_

Said permit is to be cancelled in its entirety/partially as  
above.

By \_\_\_\_\_

Title \_\_\_\_\_  
(Licensee)

-----  
Use of poles has been discontinued as above.

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By \_\_\_\_\_ By \_\_\_\_\_

Title  
(Licensor)

Title

(Licensor)

**CERTIFICATE OF INSURANCE**

This is to certify that the \_\_\_\_\_ of \_\_\_\_\_ Insurance Company has issued policies of insurance, in amounts not less than that described below and identified by a policy number, to the insured named below; and that such policies name the Licensors referred to below as additional insured under the Public Liability Policy; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until thirty (30) days after written notice of such cancellation or change has been delivered to New England Telephone and Telegraph Company at \_\_\_\_\_  
245 State St., Rm. 501, Boston, Ma. and Peabody Municipal Light Commission  
at 70 Endicott Street, Peabody, Ma. 01960 (Licensors)  
 1. Insured Adams-Russell Co., Inc. Licensee)  
 2. Address 280 Bear Hill Road, Waltham, Ma. 02154  
 3. Status of Insured: Corporation  Partnership  Individual   
 4. Location of Work Operations of Insured State of: Massachusetts  
 5. Description of Work Operations Pole Attachments and/or Conduit Occupancy

**INSURANCE POLICIES IN FORCE**

<u>Form of Coverage</u>	<u>Policy Number</u>	<u>Policy Period</u>
Workmen's Compensation		From To
Public Liability (Bodily Injury and Property Damage)		From To

**LIMITS OF LIABILITY**

<u>MINIMUM REQUIRED</u>		
<u>Form of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
	Statutory	XXXXXX
Workmen's Compensation	\$	\$
Public Liability without deductibles	each person \$3,000,000 each accident \$3,000,000	each accident \$1,000,000 aggregate \$1,000,000

Date \_\_\_\_\_ Insurance Company

Issued at \_\_\_\_\_ Authorized Representative (Signature)

(NAME OF INSURANCE COMPANY)

BOND

Bond No.

KNOW ALL MEN BY THESE PRESENTS, THAT  
a corporation of the \_\_\_\_\_, located at  
\_\_\_\_\_ (hereinafter called the Principal),  
as the Principal and the \_\_\_\_\_,  
corporation organized under the laws of \_\_\_\_\_,  
and authorized to do business in the State of \_\_\_\_\_  
and having its office at \_\_\_\_\_ (hereinafter  
called the Surety), as Surety, are held firmly bound unto the  
\_\_\_\_\_ Corporation, and NEW ENGLAND  
TELEPHONE AND TELEGRAPH COMPANY, New York corporation, hereinafter referred to  
as Obligees, in the full and just sum of \_\_\_\_\_  
to the payment of which sum well and truly to be made, the Principal and  
Surety bind themselves, and each of their successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement, dated the  
\_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, with Obligees, wherein the Obligees  
have granted permission to the Principal to make attachment of Cables together  
with the necessary Appurtenant Facilities including attachments for service  
wires leading from poles to Principal's customers, to certain poles of the  
Obligees, located in the City/Town of \_\_\_\_\_

WHEREAS, THE OBLIGEEES are willing to permit such attachments to be made  
subject to the terms and conditions of the aforesaid Agreement and providing a  
bond is given by the Principal covering the true and faithful performance of  
said Agreement, which Agreement is or may be attached hereto for reference.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall well and truly perform and carry out the covenants, terms and conditions  
of said agreement, then this obligation shall be void; otherwise it shall  
remain in full force and effect.

The surety may cancel and terminate this Bond by giving thirty (30) days  
written notice thereof by Registered Mail to the Obligees, in which event the  
cancellation and termination shall be effected thirty (30) days after said  
obligees received such notice, but notwithstanding said cancellation or said  
expiration date, this bond shall remain in full force and effect as to  
attachments authorized under said agreement prior to the effective date of  
cancellation or expiration date until all of said attachments shall have been  
removed and as to any other obligations or responsibilities accrued prior to  
said cancellation date or said expiration date.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_  
(PRINCIPAL)  
By \_\_\_\_\_  
\_\_\_\_\_  
(SURETY)

ATTEST:  
\_\_\_\_\_

(NAME OF INSURANCE COMPANY)

BOND

Bond No.

KNOW ALL MEN BY THESE PRESENTS, THAT  
a corporation of the \_\_\_\_\_, located at  
(hereinafter called the Principal).

as the Principal and the \_\_\_\_\_,  
corporation organized under the laws of \_\_\_\_\_,  
and authorized to do business in the State of \_\_\_\_\_,  
and having its office at \_\_\_\_\_ (hereinafter  
called the Surety), as Surety, are held firmly bound unto the Peabody  
Municipal Light Plant, -..

hereinafter referred to as Obligees, in the full and just sum  
of \_\_\_\_\_ to the payment of which sum well and  
truly to be made, the Principal and Surety bind themselves, and each of their  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement, dated the  
\_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, with Obligees, wherein the Obligees  
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wires leading from poles to Principal's customers, to certain poles of the  
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cancellation or expiration date until all of said attachments shall have been  
removed and as to any other obligations or responsibilities accrued prior to  
said cancellation date or said expiration date.

SIGNED, SEALED AND DATED this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_

(PRINCIPAL)

By \_\_\_\_\_

(SURETY)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

NON-DISCRIMINATION COMPLIANCE AGREEMENT

To the extent that this contract is subject to these, contractor shall comply with the applicable provisions of the following Exec. Order No. 11246, Exec. Order No. 11625, Exec. Order No. 12136, Exec. Order No. 11781, Exec. Order No. 11758, Section 503 of the Rehabilitation Act of 1973 as amended by PL93-516, Vietnam Era Veterans' Readjustment Assistance Act of 1974 and the rules, regulations and relevant Orders of the Secretary of Labor pertaining to the Executive Orders and Statutes listed above.

Monetary amounts or contractual or purchasing relationships, together with the number of the contractor's employees, determine which Executive Order provisions are applicable. For contracts valued at less than \$2,500, none of the clauses shall be considered a part of this contract. However, for contracts of or which aggregate to 2,500 or more annually, the following table describes the clauses which are included in the contract.

1. Inclusion of the "Equal Employment Opportunity" clause in all contracts and orders.
  2. Certification of non-segregated facilities.
  3. Certification that an Affirmative Action program has been developed and is being followed.
  4. Certification that an annual Employers Information Report (EEO-1 Standard Form 100) is being filed.
  5. Inclusion of the "Utilization of Minority And Women's Business Enterprises" clause in all contracts and orders.
  6. Inclusion of the "Minority and Women's Business Contracting Program" clause in all contracts and orders.
  7. Inclusion of the "Listing of Employment Openings" clause in all contracts and orders.
  8. Inclusion of the "Employment of the Handicapped" clause in all contracts and orders.
 

\$2,500 to \$5,000	\$5,000 to \$10,000	\$10,000 to \$50,000
1, 2, 3, 4, 5, 6, 7, 8	1, 2, 3, 4, 5, 6, 7, 8	1, 2, 3, 4, 5, 6, 7, 8
\$500,000 to \$500,000	\$500,000 or more	1, 2, 3, 4, 5, 6, 7, 8
- \* Applies only for businesses with 50 or more employees.

1. Equal Employment Opportunity Provisions  
In accordance with Executive Order 11246, dated September 24, 1965 and Part 60-1 of Title 41 of the Code of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contractors and Subcontractors), as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.
2. Certification of Non-segregated Facilities  
The contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control, where segregated facilities are maintained; and that it will obtain a similar certification, prior to the award of any non-exempt subcontract.
3. Certification of Affirmative Action Program  
The contractor affirms that it has developed and is maintaining an Affirmative Action Plan as required by Part 60-2 of Title 41 of the Code of Federal Regulations.
4. Certification of Filing Employers Information Reports  
The contractor agrees to file annually on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place.
5. Utilization of Minority and Women's Business Enterprises  
(a) It is the policy of the Government that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of the contract.

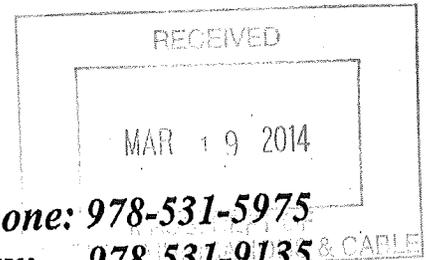
(b) The contractor agrees to use his best effort to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract the term "minority or woman's business enterprise" means a business, at least 50 percent of which is owned, controlled and operated by minority group members or women, or in the case of publicly owned businesses, at least 51 percent of the stock which is owned by minorities or women. For the purposes of this definition, minority group members are American Blacks, Hispanics, Asians, Pacific Islanders, American Indians and Alaskan Natives. Contractors may rely on written representations by subcontractors regarding their status as minority or woman's business enterprises in lieu of an independent investigation.

6. Minority and Women's Business Enterprises Subcontracting Program  
(a) The contractor agrees to establish and conduct a program which will enable minority and woman's business enterprises (as defined in paragraph 5) to be considered fairly as subcontractors and suppliers under the contract. In this connection, the Contractor shall:
    - (1) Designate a liaison officer who will administer the contractor's minority and woman's business enterprises programs.
    - (2) Provide adequate and timely consideration of the potentialities of known minority and woman's business enterprises in all "make or buy" decisions.
    - (3) Assure that known minority and woman's business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority and woman's business enterprises.
    - (4) Maintain records showing (i) procedures which have been adopted to comply with this policy set forth in this clause, including the establishment of a source list of minority and woman's business enterprises, (ii) awards to minority and woman's business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority and woman's business enterprises.
    - (5) Include the Utilization of Minority and Women's Business Enterprises clause in subcontracts which offer substantial minority and woman's business enterprises subcontracting opportunities.
    - (6) Cooperate with the Government's Contracting Officer in any studies and surveys of the Contractor's minority and woman's business enterprises procedures and practices that the Contracting Officer may from time to time conduct.
    - (7) Submit periodic reports of subcontracting to known minority and woman's business enterprises with respect to the records referred to in subparagraph (4) above, in such a form and manner and at such times (not more often than quarterly) as the Contracting Officer may prescribe.
  - (b) The contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 (or in the case of WBE, \$1,000,000) in the case of contracts for the construction of any public facility and which offer substantial subcontracting possibilities provisions which shall conform substantially to the language of this agreement, including this paragraph (b).
7. List of Employment Openings for Veterans  
In accordance with Exec. Order 11701, dated January 24, 1973, and Part 60-250 of Title 41 of the Code of Federal Regulations, as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.
  8. Employment of the Handicapped  
In accordance with Exec. Order 11758, dated January 21, 1974, and Part 60-741 of Title 41 of the Code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

**Peabody Municipal Light Plant**  
**201 Warren Street Extension**  
**Peabody, MA 01960**

**Phone: 978-531-5975**

**Fax: 978-531-9135**



**INVOICE**

<b>To</b>	ComCast Cable <i>Mike Ahearn-Foxboro</i>
	115 Epping Rd
	Exeter, NH 03833
<b>Date</b>	December 10, 2010
<b>Invoice No.</b>	S-3592
<b>Payment Due</b>	Upon Receipt

**Job Description**

Pole attachment fees for January, February and March 2011.

**Sole owned poles:**

Peabody	173		
Lynnfield	53		
Total sole owned poles	226	@3.00	\$ 678.00

**Joint owned poles:**

Peabody	6957		
Lynnfield	866		
Total joint owned poles	7823	@1.69	\$13,220.87

**Total Due:**

**\$13,898.87**

*PD*

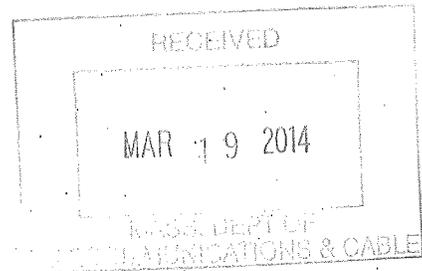


# Peabody Municipal Light Plant

Warren Street Extension • Peabody, Massachusetts 01960 • Telephone: 978-531-5975 FAX: 978-531-5476

March 3, 2011

Mr. Glenn Fiore  
Comcast Corporation  
25 Industrial Avenue  
Chelmsford, MA 01824



Re: PMLP Revised Pole Attachment Agreement

Dear Mr. Fiore:

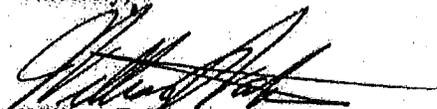
As per your recent conversation with us, the Peabody Municipal Light Plant ("PMLP") and Peabody Municipal Lighting Commission ("PMLC") have approved an updated Third Party Pole Attachment Agreement ("Agreement"). The new Agreement replaces our existing Agreement with all current third party attachers, including Comcast. The existing PMLP Agreement with Comcast (originally Adams Russell Cable Services Inc.) has not been updated since 1993. The new Agreement will be effective April 1, 2011 with the new rates being billed on the second quarter 2011 invoice. Enclosed you will find the new Agreement. The major changes are as follows:

## Major Changes to Pole Attachment Agreement

- This is a 2 party agreement between PMLP and Comcast, with no involvement from Verizon. This is a change from our old three-party agreement.
- Pole attachment rates have changed.
- Required insurance amounts for attachers have increased.
- Annual increase in rates is now a percentage based on an inflation index. Rates in the old agreement changed by a set amount every year.
- There is a new charge for power supply installations on poles.
- There is a new requirement for large attachers to join Pole Lifecycle Management (Inquest) system. Comcast already does this.
- This Agreement does not cover the installation of wireless antennas and similar equipment.

Enclosed are two signed copies of the Agreement. Please sign the enclosures and retain one for your files and return one copy to me. If you have any questions or concerns, I can be reached via email at [wwaters@pmlp.com](mailto:wwaters@pmlp.com) or at my direct line 978.573.1277.

Sincerely,



William F. Waters,  
Manager

**POLE ATTACHMENT LICENSE AGREEMENT**

DATED \_\_\_\_\_, 2011

BETWEEN

PEABODY MUNICIPAL LIGHT PLANT

(LICENSOR)

AND

COMCAST OF MASSACHUSETTS, INC.

(LICENSEE)

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APPENDIXES

- I                    Schedule of Fees and Charges
- II                   Multiple Pole Attachment License Applications
- III                  Administrative Forms and Notice

**LICENSE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Peabody Municipal Light Plant, organized and existing under the laws of the Commonwealth of Massachusetts, having its principal office at 201 Warren St. Extension Peabody, Massachusetts, hereinafter referred to as the "Licensor" and Comcast of Massachusetts, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having a place of business in 55 Concord Street North Reading, Massachusetts, hereinafter called the "Licensee."

**WITNESSETH**

WHEREAS, Licensee proposes to provide communications, broadband, fiberoptic, or CATV services in the City of Peabody in the Commonwealth of Massachusetts; and

WHEREAS, Licensee will need to place and maintain attachments within the City of Peabody and desires to place such attachments on poles of Licensor; which poles are either jointly or solely owned by the Licensor; and

WHEREAS, Licensor is willing to permit, to the extent they may lawfully do so, the placement of said attachments on Licensor's facilities where reasonably available and where such use will not interfere with Licensor's service requirements or the use of its facilities by others subject to the terms of this agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

**ARTICLE I  
DEFINITIONS**

**As Used in This Agreement**

A) Anchor Rod

A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod".

B) Attachment

"Attachment" means any wire or cable for transmission of intelligence by telegraph, wireless communication, telephone and television, including cable television, or for the transmission of electricity for light, heat, or power and any related device, apparatus, appliance or equipment installed upon any pole or in any telegraph or telephone duct or conduit owned or controlled, in whole or in part, by PMLP.

"Single Attachment" means an Attachment that is fastened to a pole with a through bolt.

C) Guy Strand

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

D) Joint Owner

A person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

E) Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee's Attachments on Licensor's pole.

F) Field Survey Work or Survey Work

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required Attachment, and to provide the basis for estimating the cost of this work.

G) Other Licensee

Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

H) Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles and anchor rods owned by each party.

I) Suspension Strand

A metal cable of high tensile strength attached to pole and used to support communications facilities. Also known as "Messenger Cable".

J) Identification Tags

Identification tags are used to identify Licensee's plant. Identification tags shall be made of polyethylene and polyvinyl chloride with ultraviolet inhibitors. The two types of Identification tags are cable and apparatus tags as described in Appendix III, Form G.

K) Overlash

To place an additional wire or cable Communications Facility onto an existing Attachment owned by Licensee.

L) Power Supply

A self-contained, pole-mounted unit used by communication and CATV companies for signal repeating and amplification.

**ARTICLE II  
SCOPE OF AGREEMENT**

- (A) Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose, revocable, non-exclusive licenses authorizing the Attachment of Licensee's Attachments to Licensor's poles located in Peabody, Massachusetts. Licensor hereby grants said license to Licensee for Licensee to attach its existing Attachments ("Existing Attachments") to Licensor's Poles, which license shall be effective as of the date this Agreement is executed.
- (B) No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a revocable license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of Licensor's poles.
- (C) Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements.
- (D) Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, or may in the future enter into with others not parties to this Agreement regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licensor and any joint owner(s) or joint user(s) of Licensor's poles.

- (E) Nothing contained in this Agreement shall be construed to permit licensee to construct, install, or maintain any type of wireless antennas, receivers, transceivers, or cellular telephone equipment.

### **ARTICLE III FEES AND CHARGES**

- (A) Licensee agrees to pay to Licensor the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX I, attached hereto and made a part hereof.
- (B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement, except for amounts disputed in good faith and with notice to Licensor within thirty days from receipt of an invoice.
- (C) Licensee shall furnish bond or other satisfactory evidence of financial security to Licensor in such form (Appendix III Form F hereto attached) and amount as Licensor from time to time may require, in an initial amount of \$50,000.00, but not exceeding \$50,000.00, to guarantee the payment of any sums which may become due to Licensor for fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the removal of Licensee's Attachments upon termination of this Agreement or upon termination of any License issued hereunder. The financial security requirement may be waived in writing by Licensor and reinstated if waived.
- (D) Licensor will bill Licensee for all Attachment fees on a quarterly basis. Licensor may, in accordance with price increases implemented in accordance with Massachusetts Department of Public Utilities/Department of Telecommunications and Cable regulations, change the amount of fees and charges specified in APPENDIX I annually, by giving Licensee not less than sixty (60) days' written notice prior to the date the change is to become effective. Any Attachments added by Licensee during the course of the calendar year shall also be billed on a pro rata basis, retroactively, from the date of installation on the first of January of the year immediately following installation.
- (E) Changes or amendments to APPENDIX I shall be effected by the Attachment of APPENDIX I as so modified. The modified APPENDIX I shall become a part of and be governed by the terms and conditions of this Agreement. Such changes or amendments shall become effective within sixty (60) days and shall be presumed acceptable unless within that period Licensee advises Licensor in writing that the changes and amendments are unacceptable.

### **ARTICLE IV ADVANCE PAYMENT**

- (A) Licensee shall make an advance payment to the Licensor prior to:
- (1) any undertaking by Licensor of the required field survey [See Article VIII par. (A)] in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete such survey.

- (2) any performance by Licensor of any make-ready work required in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete the required make-ready work.
- (B) Advance payment will be required to Licensor for performing such work or having such work performed by others plus, unless waived by Licensor, a contingency amount equal to ten (10%) percent of Licensor's estimated full cost.
- (C) Where the advance payment made by Licensee to Licensor for field survey or make-ready work is less than the full cost to Licensor for such work, Licensee agrees to pay Licensor all sums due in excess of the amount of the advance payment.
- (D) Where the advance payment made by Licensee to Licensor for field survey or make-ready work exceeds the full cost to Licensor for such work, Licensor shall refund the difference to Licensee, unless a balance for other charges specified in Appendix I remains outstanding, in which case, Licensor may apply the difference to offset the outstanding balance.

#### ARTICLE V SPECIFICATIONS

- (A) Licensee's Attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the Manual of Construction Procedures (Blue Book), Electric Company Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- (B) If any part of Licensee's Attachments is not placed and maintained in accordance with Section 5A, Licensor shall provide notice to Licensee, who shall correct any non-compliant Attachments within thirty (30) days, or longer if mutually agreed by the parties and reasonably necessary due to the nature and scope of the non-compliance. Should Licensee fail to comply, Licensor may upon ten (10) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's Attachments from any or all of the Licensor's poles or perform such other work and take such other action in connection with said Attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense to Licensee and without any liability therefor; provided, however, that when in the sole judgment of Licensor such a condition may endanger the safety of Licensor's employees or others, or may interfere with the performance of Licensor's service obligations, Licensor may take such action without prior notice to Licensee.
- (C) As described in Appendix III, Form G, Licensee shall place Identification Cable Tags on cables located on poles and Identification Apparatus Tags on any associated items of Licensee's Plant, e.g., guys, anchors or terminals. The Licensor, in its sole determination, has the right to approve all identification tags that are different than those described in Appendix III, Section G. With respect to Existing Attachments, Licensee may comply with such tagging requirements by placing identification cable tags in the course of its

routine maintenance of and/or work on its Existing Attachments within one year of the date of this Agreement.

- (D) Licensee shall not allow its Communications Facilities to impair the ability of Licensor or any third party to use Utility's Poles or Conduit System, nor shall Licensee allow its Communications Facilities to interfere with the operation of any Utility Facilities.
- (E) Utility's service restoration requirements shall take precedence over any and all work operations of Licensee on Utility's Poles or within Utility's Conduit System.

#### **ARTICLE VI LEGAL REQUIREMENTS**

- (A) Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Attachments and shall, if available, submit to Licensor evidence of such authority before making Attachments.
- (B) The parties hereto shall at all times observe and comply with, and the provisions of the Agreement are subject to, all applicable laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances or regulations remain in effect.
- (C) No license granted under this Agreement shall extend to any of Licensor's poles where the placement of Licensee's attachments would result in a forfeiture of the rights of Licensor or joint users to occupy the property on which such poles are located. If placement of Licensee's attachments would result in a forfeiture of the rights of Licensor or joint users, or both, to occupy such property, Licensee agrees to remove its attachments forthwith; and Licensee agrees to pay Licensor or joint users, or both, all losses, damages, and costs incurred as a result thereof.

#### **ARTICLE VII ISSUANCE OF LICENSES**

- (A) Before Licensee shall attach to any pole (except for Existing Attachments), Licensee shall make application for and have received a license therefor in the form of APPENDIX III, Forms A-1 and A-2.
- (B) Licensee agrees to limit the filing of applications for pole Attachment licenses to include not more than 200 poles on any one application and 2,000 poles on all applications which are pending approval by Licensor at any one time. Such limitations will apply to Licensor's poles located within a service territory of Licensor. Licensee further agrees to designate a desired priority of completion of the field survey and make-ready work for each application relative to all other of its applications on file with Licensor at the same time.

**ARTICLE VIII  
POLE MAKE-READY WORK**

- (A) A field survey will be required for each pole for which Attachment is requested to determine the adequacy of the pole to accommodate Licensee's Attachments. The field survey will be performed by representatives of Licensor, joint owner and/or joint user and Licensee.
- (B) In the event Licensor determines that a pole to which Licensee desires to make Attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Attachments of Licensee in accordance with the specifications set forth in Article V, Licensor will indicate on the Authorization for Pole Make-Ready Work (Appendix III, Form B2) the estimated cost of the required make-ready work and return it to Licensee.
- (C) Any required make-ready work will be performed following receipt by Licensor of completed Form B2, but only to the extent that Licensor's ability to complete said make-ready work is not hindered, delayed or otherwise interfered with by Licensee or any third party. Licensee shall pay Licensor for all make-ready work completed in accordance with the provisions of APPENDIX I, and shall also reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such facilities to accommodate Licensee's pole Attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of Attachments on Licensor's poles by reason of the use by the Licensor or other authorized user(s) of any additional space resulting from such replacement or rearrangement.
- (D) Should Licensor, or another party with whom it has a joint use agreement, for its own service requirements, need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its Attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor or joint user may be attached. The rearrangement or transfer of Licensee's Attachments will be made at Licensee's sole expense. If Licensee does not rearrange or transfer its Attachments within thirty (30) days after receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor or joint user may perform or have performed such rearrangement or transfer and Licensee agrees to pay the costs thereof.
- (E) License applications received by Licensor from two or more Licensees for Attachment accommodations on the same pole, prior to the commencement of any field survey or make-ready work required to accommodate any Licensee, will be processed by Licensor in accordance with the procedures detailed in APPENDIX II attached hereto.
- (F) Licensee may provide their own anchors and guy strands if necessary. Guy strand Attachments will not be permitted to Licensor anchors.
- (G) Licensee shall be under no obligation hereunder to replace or rearrange its facilities as described in this Article VIII if such replacement or rearrangement is required to accommodate the attachment or service requirements of a third party attacher where such third party attacher has failed to pay Licensee an amount equal to the total amount of the

estimated costs and expenses that Licensee anticipates will be incurred in connection with the replacement or rearrangement of its facilities.

## ARTICLE IX CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

- (A) Licensee shall, at its own expense, construct and maintain its Attachments on Licensor's poles in a safe condition and in a manner acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereon.
- (B) Licensor shall specify the point of Attachment on each of Licensor's poles to be occupied by Licensee's Attachments. Where multiple Licensees' Attachments are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for each Licensee's Attachments.
- (C) Licensee shall notify Licensor in writing before relocating, materially altering, or replacing its Attachments on Licensor's poles. If the construction maintenance and removal of attachments is six continuous spans or less, then notification of the Licensor will not be required.
- (D) Licensee shall obtain specific written consent from Licensor before overlashing its own cable on Licensor's poles.
- (E) Provided the owner(s) of such trees grants permission to the Licensee, all tree trimming made necessary in the opinion of Licensor, solely by reason of the Licensee's proposed Attachments at the time of Attachment or thereafter, shall be performed by contractors approved by Licensor, at the sole cost, expense and direction of the Licensee.
- (F) Licensor may, when it deems an emergency, rearrange, transfer or remove Licensee's Attachments to Licensor's poles, at Licensee's expense, and without any liability on the part of the Licensor for damage or injury to Licensee's Attachments.
- (G) Licensee, at its expense, will remove its Attachments from any of Licensor's poles within six (6) months after termination of the license covering such Attachments.  
  
If Licensee fails to remove its Attachments within such six (6) month period, Licensor shall have the right to remove such Attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's Attachments.
- (H) If Licensee intends on installing its Attachments on more than 25 poles, they shall be required to obtain membership in a Pole Lifecycle Management software package that is compatible with the package used by Licensor. Proof of membership and compatibility shall be provided by Licensee before a license is issued by Licensor.
- (I) Licensee, at its expense, shall transfer its Attachments in a timely manner after receiving notice by Licensor or from Pole Lifecycle Management software. If Licensee fails to transfer its Facilities within thirty (30) calendar days after receiving such notice, Licensor shall have the right to transfer Licensee's Facilities using its personnel and/or contractors at Licensee's expense plus an additional penalty equal to 10% of Licensor's total transfer

expense. Licensor shall not be liable for damage to Licensee's Facilities except to the extent provided in Article XIII.

## ARTICLE X TERMINATION OF LICENSE

- (A) Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or maintain its Attachments on the public or private property at the location of the particular pole covered by the license.
- (B) Licensee may at any time remove its Attachments from a pole after first giving Licensor written notice of such removal (APPENDIX III, Form D). Following such removal, no Attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such Attachment had previously been made.

## ARTICLE XI INSPECTIONS OF LICENSEE'S ATTACHMENTS

- (A) Licensor reserves the right to make periodic inspections of any part or all of Licensee's Attachments, including guying, attached to Licensor's poles. Licensee shall reimburse Licensor no more than once every five years for the expense of such inspections.
- (B) The frequency and extent of such inspections by Licensor will depend upon Licensee's adherence to the requirements of Articles V and VII herein.
- (C) Licensor will give Licensee advance written notice of such inspections, except in those instances where, in the sole judgment of Licensor, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee.
- (D) The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.
- (E) Any charge imposed by Licensor for such inspections shall be in addition to any other sums due and payable by Licensee under this Agreement. No act or failure to act by Licensor with regard to said charge or any unlicensed use by Licensee shall be deemed as a ratification or the licensing of the unlicensed use; and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

## ARTICLE XII UNAUTHORIZED ATTACHMENTS

- (A) If any of Licensee's Attachments shall be found attached to Licensor's poles for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this

Agreement (including termination) or otherwise, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized Attachment, a pole Attachment application. If such application is not received by the Licensor within the specified time period, Licensee shall remove its unauthorized Attachment within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.

- (B) For the purpose of determining the applicable charge, absent satisfactory evidence to the contrary, the unauthorized pole Attachment shall be deemed as having existed since the date of this Agreement (up to a maximum of 5 years), and the fees and charges as specified in APPENDIX I (off-set by an amounts Licensee may have already paid with respect to such Attachments(s)), shall be applicable thereto and due and payable forthwith whether or not Licensee is permitted to continue the pole attachment.
- (C) A field inspection will be made of all of Licensor's poles, at the Licensee's expense, to determine, at the time of signing of this Agreement, the number of Attachments and overlashing by the Licensee. Licensee will pay Attachment fees for all poles with existing and future Attachments as authorized under this Agreement.

### **ARTICLE XIII LIABILITY AND DAMAGES**

- (A) Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner, except from Licensor's sole negligence, out of the use of Licensor's poles.
- (B) Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- (C) Except, as may be caused by the sole negligence of Licensor, Licensee shall defend, indemnify and save harmless Licensor, for, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorneys' fees) including, but not limited to, those which may be incurred by or asserted against Licensor, or either of them by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees; (b) any use of said poles or any part thereof by Licensee or any of its agents, contractors, servants, or employees; (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable; (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees; (e) any failure on the part of Licensee to perform or

comply with any of the covenants, agreements, terms or conditions contained in this Agreement; (f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use of the poles by Licensee or any of its agents, contractors, servants, employees; or by (g) the erection, maintenance, use, or removal of Licensee's Attachments by Licensee or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Licensor's poles to the extent such proximity violates any provision of this agreement including, but not limited to, Article 5.

- (D) Licensee shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's Attachments, including but not limited to, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's Attachments in combination with Licensor's poles, or otherwise.

The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

#### ARTICLE XIV INSURANCE

- (A) Licensee shall carry insurance issued by an insurance carrier licensed to do business in the Commonwealth of Massachusetts having a AM Best rating of A- or better and a financial classification of VII or better to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XIII preceding.
- (B) The amounts of such insurance, with no self-insured retention:
- (1) against liability due to damage to property shall not be less than \$5,000,000 as to any one occurrence and \$5,000,000 aggregate, and
  - (2) against liability due to injury to or death of persons shall be not less than \$5,000,000.00 as to any one person and \$5,000,000.00 as to any one occurrence.
- (C) Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- (D) All insurance must be effective before Licensor will authorize Licensee to make Attachments to any pole and shall remain in force until such Attachments have been removed from all such poles.
- (E) Licensee shall submit to Licensor certificates of insurance including renewal thereof, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name the Licensor as an additional insured under the public liability policy and that it will not cancel or

change any such policy of insurance issued to Licensee except after the giving of not less than 30 days' written notice to Licensor.

#### **ARTICLE XV AUTHORIZATION NOT EXCLUSIVE**

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement.

#### **ARTICLE XVI ASSIGNMENT OF RIGHTS**

- (A) Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor; provided, that, Licensee may assign this Agreement, upon providing Licensor with notice, without the necessity of consent, to any person acquiring all or substantially all of Licensee's assets or stock. Such consent will not be unreasonably withheld.
- (B) In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.
- (C) Pole space licensed to Licensee hereunder is for Licensee's use only, and Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder.

#### **ARTICLE XVII FAILURE TO ENFORCE**

Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

#### **ARTICLE XVIII TERMINATION OF AGREEMENT**

- (A) If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance. Licensor may at its option forthwith terminate this Agreement and all authorizations granted hereunder,

or the authorizations covering the poles as to which such default or noncompliance shall have occurred.

- (B) If an insurance carrier shall at any time notify Licensor that the policy or policies of insurance, required under ARTICLE XIV hereof, will be canceled or changed so that the requirements of ARTICLE XIV will no longer be satisfied, then this Agreement terminates unless prior to the effective date thereof Licensee shall furnish to Licensor certificates of insurance including insurance coverage in accordance with the provisions of ARTICLE XIV hereof.
- (C) In the event of termination of this Agreement Licensee shall remove its Attachments from Licensor's poles within six (6) months from date of termination; provided, however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until Licensee's Attachments are removed from Licensor's poles.
- (D) If Licensee does not remove its Attachments from Licensor's poles within the applicable time periods specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor; and Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until such Attachments are removed.

#### **ARTICLE XIX TERM OF AGREEMENT**

- (A) This Agreement shall remain in effect for a term of five (5) years from the date hereof.
- (B) Termination of this Agreement or any license issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

**ARTICLE XX  
NOTICES**

All written notices required under this Agreement shall be given by posting the same in first class mail as follows:

To Licensee: Comcast  
Attention: Glenn Fiore  
Senior Construction Manager  
115 Epping Road  
Exeter, New Hampshire 03833  
Facsimile Number (603) 603-773-6049

With a copy to: Comcast Cable Communications Management, LLC.  
1701 John F. Kennedy Blvd.  
Philadelphia, PA 19103  
Attention: Cable Law Department

To Licensor: Peabody Municipal Light Plant  
Attn: William F. Waters  
Manager  
201 Warren Street Extension  
Peabody, MA 01960

**ARTICLE XXI  
AMENDMENT**

With the exception of modifications to APPENDIX I pursuant to Article III(E) herein, no amendment or modification of this Agreement shall be valid or binding upon the Parties unless made in writing, signed on behalf of each of the Parties by their respective proper officers thereunto and duly authorized, and validated.

**ARTICLE XXII  
GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement is made in, and shall be interpreted, construed, governed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any claim or action arising under or related to this Agreement shall be resolved in the proper forum within the Commonwealth of Massachusetts, and all parties irrevocably consent to the jurisdiction of such forum.

This agreement cancels and supersedes any and all previous poles Attachment agreements between the Licensors and Licensee insofar as the aforementioned municipalities are concerned except as to liabilities already accrued, if any.

In WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

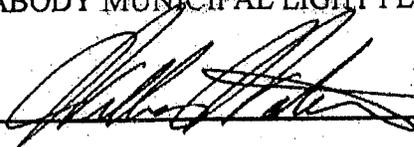
COMCAST OF MASSACHUSETTS I, INC.

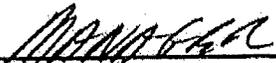
By \_\_\_\_\_

\_\_\_\_\_  
(Title)

Date of Execution: \_\_\_\_\_

PEABODY MUNICIPAL LIGHT PLANT

By  \_\_\_\_\_

  
\_\_\_\_\_  
(Title)

Date of Execution: 3/4/4

**Appendix I**  
**Schedule of Fees and Charges**

**Pole Attachments**

**A. Attachment**

**1: General**

- a. Attachment fees commence on the first day of the month following the date the license is issued.
- b. Fees shall be payable in advance of the first day of each quarter (January, April, July, October).
- c. For the purpose of computing the Attachment fees due hereunder, the fee shall be based upon the number of poles for which licenses have been issued. The first advance payment of fee for licenses issued under this Agreement shall include a proration from the first day of the month following the date the license was issued.

**2. Single Quarterly Attachment Fee**

For each Single Attachment by the Licensee pursuant to this Agreement payment shall be as follows:

- \$ 5.05 per Single Attachment per solely owned PMLP pole
- \$ 2.78 per Single Attachment per pole on jointly owned or used poles

**3. Power Supply Quarterly Attachment Fee**

For each Power Supply installed by the Licensee pursuant to this Agreement payment shall be as follows (this is based on the assessment of pole usage and is charged as four (4) jointly owned attachments as detailed in Section A.2 above):

- \$ 11.12 per Power Supply attachment on a solely owned or jointly owned pole

**B. Other Charges**

**Computation**

All charges for field survey, inspections, removal of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor of such work or for having such work performed by an authorized representative.

C. Cost of Pole Replacements, Rearrangements and Changes

1. Whenever any pole is, in the opinion of the Licensor, insufficient in height or strength for the Licensee's proposed Attachments thereon in addition to the existing Attachments of the Licensor and municipality the Licensor shall replace such pole with a new pole of the necessary height and class and shall make other changes in the existing pole line in which such pole is included as the conditions may then require. The Licensee shall pay the Licensor for the expense thereof, including, but not limited to, the following:
  - a. The net loss to the Licensor on the replaced pole based on its reproduction cost less depreciation plus cost of removal.
  - b. Excess height or strength of the new pole over the existing pole necessary by reason of the Licensee's Attachments.
  - c. Transferring Licensor's Attachments from the old to the new pole.
  - d. Any other rearrangements and changes necessary by reason of the Licensee's proposed or existing Attachments.
2. In the event that the Licensor or joint owner, if any, shall permit the Licensee to place its Attachments in space reserved by either of them or for any municipality and the Licensor or joint owner or any municipality shall deem it necessary to use such space, Licensee shall at its option, remove its attachments from such pole or, pay for the costs for rearranging its attachments, including such costs, if necessary, and the Licensee shall be billed, as provided for in Section C.1, a-d, inclusive, above.

D. Payment Date

Failure to pay all undisputed fees and charges within 30 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this agreement.

E. Pole Attachment Annual Adjustment

The Annual Attachment Fees shall be increased annually by 2.6% and will be automatically adjusted on October 1 of each subsequent year starting with the year after this agreement is signed. This increase corresponds to the average increase of the Consumer Price Index (CPI-U), published by the US Bureau of Labor Statistics, over the preceding five year period (2005-2009). The annual increase shall be reviewed and adjusted every five (5) years using the same calculation.

**APPENDIX II**  
**MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS**

**Procedure for Processing**  
**Multiple Pole Attachment License Applications**

The following procedure shall be adhered to in processing applications to attach to Licensor's poles by multiple Licensees.

If one or more additional applications are received prior to the completion of the make ready survey for the first applicant the make ready survey and make ready work will be performed considering all pending Attachments and billing will be split appropriately. Applications made after make ready work has started will be treated as a separate make ready project.

## APPENDIX III

### Index of License Application Forms

Application and Pole Attachment License	A-1
Pole Details	A-2
Authorization for Field Survey Work	B-1
Authorization for Pole Make-Ready Work	B-2
Itemized Pole Make-Ready Work and Charges	C
Notification of Discontinuance of Use of Poles	D
Sample Certificate of Insurance	E
Bond	F
Identification Tags	G

## EXPLANATION OF THE USE OF APPENDIX III ADMINISTRATIVE FORMS

1. At the time any Licensee anticipates a request for a new license, it should (pursuant to Article VII) submit to each Licensor: Form A-1 (Application and Pole Attachment License) and Form A-2 (Pole Details) - (pursuant to Article VIII) Form B-1 (Authorization for Field Survey Work), Form B-2 (Authorization for Pole Make-Ready Work) and Form C (Itemized Estimate of Pole Make-Ready Work and Charges, which will be completed by Licensor.
2. Licensor shall fill out Part I of Form B-1 (Authorization for Field Survey Work). If Licensee agrees to the field survey estimate, it will fill out, execute and return the form to the Licensor with the appropriate fee.
3. Licensor shall fill out Form B-2 (Authorization for Pole Make Ready Work) when appropriate. If Licensee agrees to the make ready changes, it will execute and return to the Licensor with the appropriate fee. (See Article VIII, par. D.)
4. Form C is used by Licensor to more fully explain the estimated charges. When requested by the Licensee, this breakdown of charges may be sent by Licensor.
5. After the completion of the Make Ready Work, the Licensor shall complete Form A-1 with a license number, date and signature. Licensee's receipt of this executed A-1 is its authorization to make the Attachments described in the application.
6. Any time a Licensee discontinues the use of a pole or poles upon which it has a license, it shall submit Form D (Notification of Discontinuance of the Use of Poles) to each Licensor.
7. Form F (Bond) will be submitted by the Licensee to the appropriate Licensor from time to time as specified in Article III, par. C.
8. Form E (Certificate of Insurance) will be submitted by Licensee prior to the execution of the License Agreement.

**APPLICATION AND POLE ATTACHMENT LICENSE**

Licensee Comcast  
Street Address \_\_\_\_\_  
City and State \_\_\_\_\_  
Date \_\_\_\_\_

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, 20\_\_\_\_, application is hereby made for a license to make \_\_\_\_\_ Attachments to JO poles, \_\_\_\_\_ Attachments to SO poles, \_\_\_\_\_ Attachments to JU poles and \_\_\_\_\_ Power Supply Attachments located in the municipality of \_\_\_\_\_, as indicated on Form A-2. This request will be designated Pole Attachment License Application Number \_\_\_\_\_.

Licensee's Name (Print) \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Tel. No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

Peabody Municipal Light Plant  
Power Company

\*\*\*\*\*For License use, do not write below this line\*\*\*\*\*

Pole Attachment License Application Number \_\_\_\_\_ is hereby granted to make the Attachments described in this application to \_\_\_\_\_ Attachments to JO poles, \_\_\_\_\_ Attachments to SO poles, \_\_\_\_\_ Attachments to JU poles and \_\_\_\_\_ Power Supply Attachments located in the municipality of \_\_\_\_\_, as indicated on the attached Form A-2. This request will be designated Pole Attachment License Application Number \_\_\_\_\_.

Licensee's Name: Peabody Municipal Light Plant  
Signature \_\_\_\_\_  
(AGREEMENT ID #) Title General Manager  
Date \_\_\_\_\_  
Tel. No. (978) 531-5975

**It is the Licensee's responsibility to submit an original copy of this application to Licensor and any co-owner \_\_\_\_\_ (co-owner receiving copy of application)**

Individual applications to be numbered in sequential ascending order by Licensee for each License Agreement. Licensor will process applications in sequential ascending order according to the application numbers assigned by the Licensee.

**POLE DETAILS**

License Application Number \_\_\_\_\_

Licensee: Comcast

Licensor: Peabody Municipal Light Plant

Co-Owner: \_\_\_\_\_

Municipality where poles are located (Note: Provide separate applications for each municipality)

Pole No.            Location<sup>1</sup>                    Attach<sup>2</sup>

LICENSOR WILL PROVIDE AN ITEMIZED ESTIMATE OF POLE MAKE READY WORK REQUIRED AND ASSOCIATED CHARGES (APPENDIX III FORM C).

Licensee's Signature \_\_\_\_\_

Title \_\_\_\_\_

- (1) Indicate location by providing name of street, highway, route, etc., e.g., South Street, north of (N/O) Jones Road. Private Property Poles should be identified as such e.g., P.P. (Lead off pole 1234 South Street).
- (2) A complete description of all facilities shall be given including quantities, sizes and types of all cables and equipment.

Note: Attach Additional sheets if necessary

**AUTHORIZATION FOR FIELD SURVEY WORK**

Licensee: Comcast

In accordance with Article IV, Paragraph (A) (1) of the License Agreement, following is a summary of the estimated charges which will apply to complete a field survey covering Pole Attachment License Application Number \_\_\_\_\_.

<u>Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
Field Survey	_____	_____	\$ _____
Plus 10% Administrative Compensation			\$ _____
<b>TOTAL</b>			\$ _____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$. **Please note, this quote is only valid for 30 days.**

Licensor's Name (Print) Peabody Municipal Light Plant

Signature \_\_\_\_\_

Title General Manager

Address 201 Warren St. Ext.  
Peabody, MA 01960

Tel. No. (978)531-5975

Date \_\_\_\_\_

The required field survey covering License Application No. \_\_\_\_\_ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement. My anticipated date of Attachment is \_\_\_\_\_.

Licensee's Name (Print) Comcast

Signature \_\_\_\_\_

Tel. No. \_\_\_\_\_

Date \_\_\_\_\_

**AUTHORIZATION FOR POLE MAKE READY WORK**

Licensee: Comcast

Field survey work associated with your License Application No. \_\_\_\_\_ dated, \_\_\_\_\_ 20 \_\_\_\_\_, for Attachment to poles has been completed.

Following is a summary of the make ready charges which will apply.

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
Make ready work			
Engineering	_____	_____	\$ _____
Labor	_____	_____	\$ _____
Police Detail	_____	_____	\$ _____
Materials	_____	_____	\$ _____
Sub Total			\$ _____
Plus 10% Administrative Compensation			\$ _____
Total			\$ _____

Attached is an itemized summary (Form C) of required make-ready work and associated charges. If you wish us to complete the required make-ready work, please sign this copy below and return with an advance payment in the amount of \$.

Licensor's Name (Print) Peabody Municipal Light Plant

Signature \_\_\_\_\_

Title General Manager

Address 201 Warren St. Ext.  
Peabody, MA 01960

Tel. No. (978) 531-5975

Date \_\_\_\_\_

The replacements and rearrangements included in License Application No. \_\_\_\_\_ are authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement.

Licensee's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Tel. No. \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



### NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

This form is to be completed and mailed to Licensor – Peabody Municipal Light Plant - at the address listed below and the co-owner of the pole(s), if any:

Peabody Municipal Light Plant  
201 Warren St. Ext.  
Peabody, MA 01960

Co-Owner \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensee: Comcast  
Street Address:  
City and State:  
Date \_\_\_\_\_

In accordance with the terms of License Agreement dated \_\_\_\_\_  
20\_\_\_\_\_, (Article X, paragraph B) this serves as written notification from Licensee that  
Attachment(s) to the following pole(s) in the municipality of  
\_\_\_\_\_, State of \_\_\_\_\_, are being discontinued (removed)  
on \_\_\_\_\_, 20\_\_\_\_\_. These Attachments are covered by license application number

<u>Pole Number</u>	<u>Location</u>	<u>Attachment</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total number of Attachments to JO poles to be discontinued \_\_\_\_\_  
Total number of Attachments to SO poles to be discontinued \_\_\_\_\_  
Total number of Attachments to JU poles to be discontinued \_\_\_\_\_  
Total number of Power Supplies to be discontinued \_\_\_\_\_

Said license is to be canceled in its entirety/partially as above.  
(circle one)

Licensee \_\_\_\_\_ Print Name \_\_\_\_\_  
Signature \_\_\_\_\_ Tel. No. \_\_\_\_\_  
Title \_\_\_\_\_ Fax No. \_\_\_\_\_  
Date \_\_\_\_\_

**To be completed by Licensor :**

**It has been verified by Licensor that use of poles has been discontinued.**

Licensee \_\_\_\_\_ Print Name \_\_\_\_\_  
Signature \_\_\_\_\_ Tel. No. \_\_\_\_\_  
Title \_\_\_\_\_ Fax No. \_\_\_\_\_  
Date \_\_\_\_\_

It is the Licensee's responsibility to submit an original copy of this form to Licensor and to any co-owner.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>INSURERS AFFORDING COVERAGE</b>
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

## COVERAGES APPENDIX III - FORM E (SAMPLE COPY)

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (any 1 fire) \$ MED EXP (any 1 person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea Accident) \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ <input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other
	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				E.L. EACH ACCIDENT \$ E.L. DISEASE -EA EMPLOYEE \$ E.L. DISEASE -POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:  
**Peabody Municipal Light shall be named as additional insured**

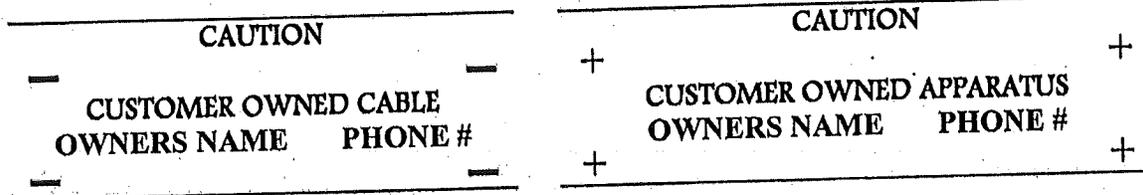
<b>CERTIFICATE HOLDER</b> (N) ADDITIONAL INSURED; INSURER LETTER:  Peabody Municipal Light Plant 201 Warren St. Ext. Peabody MA 01960	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

**IDENTIFICATION TAGS**

**1. GENERAL**

This Appendix provides a method for Licensee to follow in attaching identification tags to cables and other apparatus so that ownership of such cable and apparatus can be readily determined.

**2. DESCRIPTION OF TAGS**



**Figure I  
Identification Cable Tags**

**Figure II  
Identification Apparatus Tags**

The Identification Cable Tags, shown in Figure I are made of polyethylene and polyvinyl chloride and have ultraviolet inhibitors. The tags will be yellow with black lettering. The respective sizes are 1 3/4" x 4" and 1 1/4" x 3".

The cable tag will be used on cables, and will read as follows:  
"CAUTION: CUSTOMER OWNED CABLE."

The apparatus tags will be placed on Licensee's Plant, other than cables, including, but not limited to, guys, terminals, and terminal closures. The Identification Apparatus tag will read as follows:  
"CAUTION: CUSTOMER OWNED APPARATUS."

**3. PROCUREMENT OF TAGS**

It is the responsibility of the Licensee to obtain, place and maintain Identification tags.

**4. INSTALLATION OF CABLE TAGS - AERIAL APPLICATION**

The cable tag shall be placed on the bottom of the cable at the pole either under the suspension clamp or just between the suspension clamp and cable spacer. Such placement will make it visible from the ground that the cable is not owned by the Telephone Company. Attach the cable tag using weather and sunlight resistant materials.

At anchor and guy locations, the apparatus tag shall be placed between the device used to secure the strand (i.e., strandwise, guy, grips or clamps) and the eye of the rod. If a guy shield is in place, the apparatus tag can be attached at the top of the guy shield on the strand.

(NAME OF INSURANCE COMPANY)

**BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_  
a corporation of the \_\_\_\_\_, located at  
\_\_\_\_\_ (hereinafter called the Principal),  
as the Principal and the \_\_\_\_\_, a  
corporation organized under the laws of \_\_\_\_\_  
and authorized to do business in the State/Commonwealth of \_\_\_\_\_  
and having its office at \_\_\_\_\_ (hereinafter  
called the Surety), as Surety, are held firmly bound unto the Peabody Municipal Light Plant, a  
Massachusetts municipal light plant created and operating pursuant to M.G.L. c. 164, hereinafter  
referred to as Obligee, in the full and just sum of \_\_\_\_\_ to the payment of which sum well and  
truly to be made, the Principal and Surety bind themselves, and each of their successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Agreement wherein the Obligees have granted  
permission to the Principal to make Attachment of Cables together with the necessary Appurtenant  
Facilities including Attachments for service wires leading from poles to Principal's customers, to  
certain poles of the Obligees, located in the City/Town of \_\_\_\_\_

WHEREAS, THE OBLIGEES are willing to permit such Attachments to be made subject to the  
terms and conditions of the aforesaid Agreement and providing a bond is given by the Principal  
covering the true and faithful performance of said Agreement, which Agreement is or may be  
attached hereto for reference.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall well and truly perform and carry out the covenants, terms and conditions of said agreement,  
then this obligation shall be void; otherwise it shall remain in full force and effect.

The surety may cancel and terminate this Bond by giving thirty (30) days written notice thereof by  
Registered Mail to the Obligee, in which event the cancellation and termination shall be effected  
thirty (30) days after said obligees received such notice, but notwithstanding said cancellation or  
said expiration date, this bond shall remain in full force and effect as to Attachments authorized  
under said agreement prior to the effective date of cancellation or expiration date until all of said  
Attachments shall have been removed and as to any other obligations or responsibilities accrued  
prior to said cancellation date or said expiration date.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(PRINCIPAL)

By \_\_\_\_\_  
(SURETY)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

At terminal locations, the Identification tag shall be placed around the neck of the terminal, on the stub. Attach the cable tag using weather and sunlight resistant materials.

An Identification tag shall be placed on each cable at each pole that is on a separate suspension strand, if the lead is ten poles or less. For CATV companies, it shall be permissible to place a tag on every fourth pole. For all other companies, a tag shall be placed on every pole, unless an alternative arrangement is agreed to by Licensor in writing.