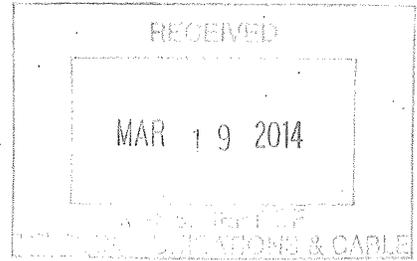


From: Bill Waters <wwaters@pmlp.com>
Sent: Friday, September 02, 2011 11:11 AM
To: Flore, Glenn
Subject: RE: Comcast Pole Attachment Agreement



Thank you for your response. We will review and get back to you soon.

From: Flore, Glenn [mailto:Glenn_Flore@cable.comcast.com]
Sent: Friday, September 02, 2011 10:59 AM
To: Bill Waters
Subject: RE: Comcast Pole Attachment Agreement

Mr. Walters,

First, my apologies with the delay to get back to you. My legal department has been backed so it took a bit of time to get to this. That said, attached for your review is the Pole Attachment Agreement Draft you send over to me this past spring with operational and legal red-line changes that Comcast is requesting. Let me know if you have any questions once you have had a chance to take a look at it. If you'd like I could set up a conference call to include you and I and both our counsels to discuss further.

Glenn M. Flore
Sr. Construction Manager
Comcast - Northeast Division Technical Operations
25 Industrial Avenue
Chelmsford, MA 01824
ph- (978) 848-5890
fx- (978) 848-5488

From: Bill Waters [<mailto:wwaters@pmlp.com>]
Sent: Wednesday, March 16, 2011 4:33 PM
To: Flore, Glenn
Cc: Barbara Previte; gtruelra@pmlp.com
Subject: RE: Comcast Pole Attachment Agreement

I have copied my secretary, Barbara Previte on this response. She should be able to fulfill your request.

From: Flore, Glenn [mailto:Glenn_Flore@cable.comcast.com]
Sent: Wednesday, March 16, 2011 9:22 AM
To: wwaters@pmlp.com
Subject: Comcast Pole Attachment Agreement

Good Morning Mr. Waters,

I wanted to confirm with you that I have received your letter dated March 3, 2011 and the attached documents pertaining to the renewal of the pole attachment agreement that exists between Comcast and Peabody Municipal Light Plant.

Before I can have this agreement executed I need to have it reviewed by Comcast's legal and regulatory departments. To facilitate this review I would like to ask if you could provide an electronic copy of this draft agreement in MS Word? Once I receive this file back from you I will forward it to my corporate office to begin the review process.

In the meantime should you have any questions feel free to contact me at the number below.

Thanks,
GF

Glenn M. Fiore
Sr. Construction Manager
Comcast - Technical Operations
Northeast Division
25 Industrial Avenue
Chelmsford, MA 01824
ph- (978) 848-5890
fx- (978) 848-5488

POLE ATTACHMENT LICENSE AGREEMENT

DATED _____, 2014

BETWEEN

PEABODY MUNICIPAL LIGHT PLANT

(LICENSOR)

AND

COMCAST OF MASSACHUSETTS III, INC.

(LICENSEE)

CONTENTS

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|----------------|--|-------------|
| I | Definitions | 5 |
| II | Scope of Agreement | 6 |
| III | Fees and Charges | 7 |
| IV | Advance Payment | 7 |
| V | Specifications | 8 |
| VI | Legal Requirements | 9 |
| VII | Issuance of Licenses | 9 |
| VIII | Pole Make-Ready Work | 10 |
| IX | Construction, Maintenance and Removal of Attachments | 11 |
| X | Termination of License | 12 |
| XI | Inspections of Licensee's Attachments | 12 |
| XII | Unauthorized Attachments | 12 |
| XIII | Liability and Damages | 13 |
| XIV | Insurance | 14 |
| XV | Authorization Not Exclusive | 15 |
| XVI | Assignment of Rights | 15 |
| XVII | Failure to Enforce | 15 |
| XVIII | Termination of Agreement | 15 |
| XIX | Term of Agreement | 16 |
| XX | Notices | 17 |
| XXI | Amendment | 17 |
| XXII | Governing Law, Jurisdiction and Venue | 17 |

APPENDIXES

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

LICENSE AGREEMENT

THIS AGREEMENT (this "Agreement"), made this ____ day of _____, 2011 (the "Effective Date") 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" or "PMLP" and Comcast of Massachusetts III, a corporation organized and existing under the laws of the Commonwealth State of Massachusetts Delaware, having a place of business in 55 Concord Street North Reading, Massachusetts 330 Billerica Road Chelmsford, MA 01824, hereinafter called the "Licensee."

Comment [JMT1]: inserted for reference later

WITNESSETH

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

Comment [gmf2]: Will this agreement include the area of Lynnfield where Comcast is attached to PMLP poles or will there be a separate agreement for Lynnfield?

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, broadband communications, services including without limitation 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. ~~Guy wires and equipment located in the unusable space of a pole shall not constitute an Attachment for purposes of pole rental fees.~~

Comment [JMT3]: Tweaked

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"Single Attachment" means an Attachment that is within twelve (12) inches of 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. Any single strand, hardware, cable, wires and/or apparatus which is owned by Licensee which is attached to any strand, hardware, cable, wires and/or apparatus which is owned by either the individual Licensee or another Licensee.~~

L) Power Supply

~~A self-contained, pole-mounted unit used by communication and CATV companies for signal repeating and amplification for the purpose of providing power to the Licensee's network and to provide uninterruptable stand-by power in situations when commercial/utility power is unavailable.~~

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 Effective Date of 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. Notwithstanding anything to the contrary contained herein, Owner does represent and warrant that this Agreement conveys to Licensee all the public easement rights previously conveyed in any prior agreement between Owner and Licensee related to Attachments.

(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 core electric 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 party to this Agreement regarding the poles covered by this Agreement, provided such agreement(s) or arrangement(s) shall be on terms no more favorable than the terms provided to Licensee hereunder and provided that the rights granted to third parties after the Effective Date shall not infringe upon the rights of Licensee hereunder. Owner agrees that it shall maintain all such agreements without favor to any particular party or licensee (including without limitation, entities affiliated with Licensor). Subject to the language in this Section II(d), 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.

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(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-fourty-five (45) days from receipt of an invoice.

(C) Licensee shall furnish bond or other satisfactory evidence of financial security to Licensor in such ~~substantially the form attached hereto as (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.~~

Comment [CU4]: Discuss

(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, provided that such increases shall not exceed 3% of the amount of such fees in effect immediately before such increase. Any Attachments added by Licensee during the course of the calendar year shall also be billed on a pro rata basis, retroactively,

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Comment [CU5]: Discuss

from the date of installation on the first of January of the year immediately following installation.

- (E) Changes or amendments to APPENDIX I that have been mutually agreed upon by Licensor and Licensee 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) ~~(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 ("Governing Authority" and together with the Blue Book, NEC, the NESC and OSHA, the "Rules"). Where a difference in specifications may exist, the more stringent shall apply. Notwithstanding anything to the contrary contained herein, if Licensee's Attachments were in compliance with the Rules in effect at the time

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the Attachment is made, any subsequent revisions of Rules requirements which were not in effect at the time of the Attachment, shall not render such Attachments non-compliant.

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- (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-fourty-five (4530)~~ 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 Effective Date of this Agreement.
- (D) Licensee shall not knowingly 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 materially interfere with the operation of any Utility of Licensor's Facilities.
- (E) ~~Utility's Licensor's~~ service restoration requirements shall take precedence over any and all work operations of Licensee on ~~Utility's Licensor's~~ Poles or within Utility's Conduit System.

Comment [CU6]: Discuss

Comment [CU7]: We need to define this term

Comment [CU8]: Conduit System is not defined.

Comment [CU9]: Discuss

Comment [CU10]: Facilities is not defined.

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.

Comment [CU11]: Please provide us with examples of the types of forfeitures you are worried about. Also, let's discuss reasonable time periods.

ARTICLE VII ISSUANCE OF LICENSES

- (A) Before Licensee shall attach to any pole (except for Existing Attachments and Overlash), 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. Licensor shall reply to all applications within 45 days from receipt.

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 ("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 within forty-five (45) days 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, provided that Licensor shall reimburse Licensee for its expenses incurred to rearrange its facilities to accommodate pole attachments made by other attachers to Licensor's poles.

(D) Should Licensor, or another party with whom it has a joint use agreement, for its own core electric 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; provided, that Licensee shall be reimbursed by Licensor for ~~it~~ 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 at their sole cost and expense. ~~Licensee agrees to pay the costs thereof.~~

(E) License applications received by Licensor from two or more ~~L~~icensees 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. If capacity exists on an existing anchor owned by the Licensor, Licensor ~~ee~~ may consider a request by the Licensee/Licensor to allow Licensee to attach ~~its~~ Licensee's guy strand to Licensor's anchor, which approval shall not be unreasonably withheld, conditioned or delayed.
~~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 ~~L~~icensees' 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 related to Overlash or is six continuous spans or less, then notification of the Licensor will not be required.

- (D) Licensee shall ~~obtain specific written consent from~~ notify Licensor ~~before within seven (7) business days following License Overlapping its own Licensee's~~ 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-fourty-five (3045)~~ 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.

Comment [gm12]: Comcast has been an active participant in the PLM program since its inception over ten years ago.

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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**

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(A) Licensors reserves the right to make periodic inspections, which inspections shall occur no more frequently than every five (5) years after the first inspection made hereunder, of any part or all of Licensee's Attachments, including guying, attached to Licensor's poles at the expense of Licensee; provided that such costs shall be equitably apportioned among all attachers and that work done at the same time for the benefit of Owner shall not be charged to Licensee. Licensee shall reimburse Licensor no more than once every five years for the expense of such inspections.

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~~(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) Licensors will give Licensee at least sixty (60) days advance written notice of such inspections and provide Licensee with an opportunity to participate in the inspection, except in those instances where, in the ~~sole~~reasonable 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. Licensee agrees that the inventory may be performed by a neutral contractor or through a joint field check with Licensee upon mutual agreement of Licensor and Licensee. Inventory results of the inspections will be made available to all Licensees included in the inventory.~~

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~~(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, other than Existing Attachments and Overlash, 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~~ thirty (30) 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 ~~thirty~~ thirty-five (35) 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 Effective dDate 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 and subject to the terms of this Agreement.

Comment [CU13]: Discuss. We could do a record exchange instead a full blown inspection.

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 core electrical 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 or its agent'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 directly caused by Licensee's employees, agents or contractors. Licensee shall ~~make an immediate~~ promptly notify 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~~ or willful actions of Licensor or its agents, 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 providing written notice in accordance with policy provisions to Licensor. ~~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 ~~thereafter~~, 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 and not cured within the time periods set forth herein, 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, or such other reasonable time as is required to cure such violation, 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.

Comment [CUI4] Discuss - Comcast needs a termination right.

- (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-ten~~ (510) 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~~ Michael Ahearn
~~Senior Construction Manager~~ Director, Planning & Design
25 Industrial Ave. Chelmsford, MA 01824 85 East. Belcher Road Foxborough,
MA 02035
Telephone Number ~~978-848-5890~~ (508) 543-9022 x37801

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 II, INC.

By _____

(Title)

Date of Execution: _____

PEABODY MUNICIPAL LIGHT PLANT

By _____

(Title)

Date of Execution: _____

Appendix II
Schedule of Fees and Charges

Comment [CU15]: Please provide us with the backup for your proposed rates.

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, 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. 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

Comment [gm16]: Current Rate is \$9.00/quarter - \$12.00/annually
Currently billed for 217.80 Poles.

Comment [gm17]: Current Rate is \$1.69/quarter - \$8.76/annually
Currently billed for 7,818 JO 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, to 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 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~~ the Effective Date. 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.

Comment [gmf18]: States 2.6% here but the rates published Section A(2) are an increase of 40% over the rates Comcast was just billed for the Q1/2011 invoice.

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) _____

/ Peabody Municipal Light Plant
Power Company

Signature _____

Title _____

Tel. No. _____

Fax No. _____

*****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 _____.

Licensor'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. Location¹ Attach²

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 | | | \$ _____ |
| TOTAL | | | \$ _____ |

Comment [JMT19]: Haven't seen this before

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.**

Licensors 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.

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

Comment [JMT20]: See comment above

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 \$.

Licensors 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 Licensors in accordance with Appendix I to License Agreement.

Licensee's Name (Print) _____
 Signature _____ Tel. No. _____
 Title _____ Date _____

Place Appendix 3, Form C
here

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

This form is to be completed and mailed to **Licensors – 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. _____
Fax No. _____
Title _____ Date _____

To be completed by Licensors :
It has been verified by Licensors that use of poles has been discontinued.

Licensee _____ Print Name _____
Signature _____ Tel. No. _____
Fax No. _____
Title _____ Date _____

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

Sample Insurance Form Goes Here

(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: _____

APPENDIX III
FORM G

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

| | | | |
|------------------------|---|--------------------------|---|
| CAUTION | + | CAUTION | + |
| CUSTOMER OWNED CABLE | | CUSTOMER OWNED APPARATUS | |
| OWNERS NAME PHONE # | + | OWNERS NAME PHONE # | + |

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.

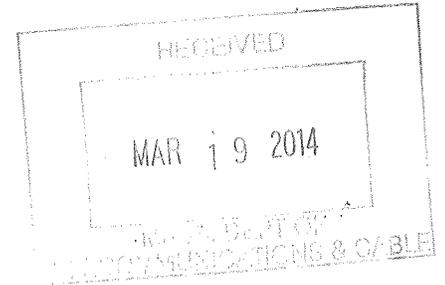
At terminal locations, the Identification tag shall be placed around the neck of the terminal, on the stub. Attach the cable tag using weather and sunlight resistant materials.

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~~ Licensor, 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.



New England Cable & Telecommunications Association, Inc.

Ten Forbes Road
Suite 440W
Braintree, MA 02184
Tel: (781) 843-3418
Fax: (781) 849-6267



April 11, 2013

General Manager
Peabody Municipal Light Plant
201 Warren Street,
Peabody, MA 01960

Re: Comcast Cable Communications
Pole Attachment Invoice No. S-3738

Attention General Manager:

As Executive Vice President and Chief Legal Counsel at the New England Cable & Telecommunications Association, Inc. ("NECTA"), I have been asked by one of our members, Comcast of Massachusetts III, Inc., to contact you regarding the referenced pole attachment rent invoice. The invoice dated September 18, 2012, indicates quarterly pole attachment rates of \$5.32 per solely owned pole, \$2.93 per jointly owned pole and \$11.71 for power supplies. This amounts to annual pole rates of \$21.28 and \$11.72 and an annual power supply rate of \$46.84 respectively.

In order for NECTA to verify that the rates are properly calculated please provide the methodology and calculations that Peabody Municipal Light Plant ("PMLP") used to establish the annual rates. Please also provide the most recent total pole count for all poles that PMLP owns any interest in and the annual depreciation percentage rate PMLP applies to poles. For the poles jointly owned with other utilities please indicate the total number of such poles and the applicable ownership percentages. Finally, please provide a copy of PMLP's Annual Reports for 2011 and 2012 filed with the Massachusetts Department of Public Utilities on Form AC-19.

The provision of the requested information will allow NECTA to verify the rate calculations and follow up with any questions.

Thank you for your prompt attention to this matter and please contact me if you have any questions regarding this request. You may reach me on my cell at (781) 424-5125 or by email at wdurand@necta.info.

Sincerely,

William D. Durand

Executive Vice President Chief Legal Counsel

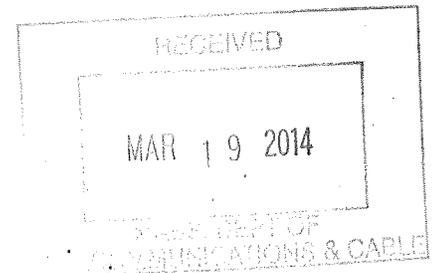


Peabody Municipal Light Plant

Community Owned. Not for profit. It's Ours.

May 24, 2013

Mr. William D. Durand
New England Cable and Telecommunications Association, Inc.
10 Forbes Rd.
Suite 440 W
Braintree, MA 02184



Re: Comcast Cable Communications / Information Request

Dear Mr. Durand:

We received your letter dated April 18, 2013 regarding pole attachment invoices for Comcast, and your request for information we used to calculate our annual rates. In updating our third-party attachment rates, which had not been updated since 1993, we used a calculator provided by the American Public Power Association ("APPA") to calculate a new "fully allocated" attachment fee. The calculator, which is based on FCC pole attachment regulations, uses information from our DPU reports to arrive at a fair and equitable rate.

We used this calculator in 2009 to come up with a solely owned annual pole attachment rate of \$20.02. PMLP owns 55% of all jointly owned poles in our system, with the other 45% owned by Verizon. In 2009 we calculated a jointly owned annual pole attachment rate of \$11.01. We calculated a power supply annual cost of \$44.04, which corresponds to four times the jointly owned rate, as most power supplies are installed on jointly owned poles and take up approximately four feet of pole space.

To justify these costs, please find the following information attached to this letter:

- Background from APPA Pole Attachment Calculator
- Data used in 2009 to arrive at initial attachment rates
- Output from APPA Pole Attachment Calculator
- Calculation used for "Estimated Pole Cost" input to calculator
- Copy of our 2011 DPU report

Our 2012 DPU report should be available in a few weeks and will be provided to you at that time. Please let me know if you need any additional information or if you have any questions regarding the provided information.

Sincerely,

Glenn Trueira
Manager

Enclosures (5)

B. Annual Attachment Fees

The second aspect of the Model Agreement's fee methodology is an annual attachment fee to compensate the utility for the use of its poles or conduits. As a starting point, the Model Agreement has adopted a pole/conduit attachment rate formula that parallels the new federal attachment formulas contained in the Telecommunications Act applicable to telecommunications service attachments.⁶ Since municipal utilities are not, however, regulated by the FCC, the federal formula's methodology was used only as a reference source.

1. Pole Rates

The rate methodology for poles involves a series of calculations addressing the historical average cost of a bare pole, carrying charge components (including administrative, maintenance, depreciation, taxes and cost of capital, which is set at the utility's operating margin). The Rate Calculator program that has been developed as part of the Model Agreement allows the utility the option of entering its specific pole costs and accounts. Like the FCC's formula, the Model Agreement's Rate Calculator establishes an annual fee that is comprised of two elements: a charge for the actual space occupied by the attaching entity; and a charge for the common space on the pole that benefits all users of the pole equally. Together, these two elements create a fully allocated attachment fee.

a. Assigned Space Charge

The formula apportions the cost of "assigned space" on the pole among all attaching entities according to the percentage of the usable space required for each entity. "Assigned space," often referred to in the federal rules as "usable space," is space on a utility's poles that can be used, as defined by applicable engineering and safety standards,

⁶ Codified at 47 U.S.C. § 224(e). The FCC adopted regulations implementing the Act's new rate formula for attachments to investor-owned electric utility poles by telecommunications carriers on February 6, 1998, FCC *Report and Order*, CS Docket No. 97-151, FCC 98-20. These rules were subsequently modified as part of the *Order on Reconsideration*.

for the attachment of wires, cables and associated equipment for the provision of communications service.

In order to avoid a pole-by-pole rate calculation, the Model Agreement's Rate Calculator adopts an industry-accepted presumption that the average pole height is 37.5 feet. The average amount of "assigned space" on a pole is 10 feet, and a communications attachment occupies one foot of Assigned Space on a pole. Unlike the FCC's presumption, the Rate Calculator has reduced total Assigned Space by 40 inches needed for the NESC safety clearances and has treated the "safety space" as "Common Space." Based on these assumptions, the "Assigned Space" component of the annual attachment fee is 1/10.17 of the historical average cost of a bare pole (including applicable carrying charges). The rate calculator, however, will allow the user to assign the safety space to either category. As with the FCC's formula, a utility may elect to substitute the actual measurements for the presumptions.

b. Common Space Charge

The formula apportions all "Common Space" on a pole equally among all attaching entities. "Common Space," often referred to in federal rules as "other than usable space," consists of space on a pole that is not used for the placement of wires or cables but which jointly benefits all users of the pole by supporting the underlying structure, and consists of the portion of the pole beneath ground level up to the lowest place on the pole at which a telecommunications circuit may be attached, plus the safety space.

In order to calculate the "Common Space" charge the Rate Calculator takes 27.33/37.50 of the historical average cost of a bare pole (including applicable carrying charges) that is attributable to Common Space on a pole and apportions it equally among all attaching entities including the owning utility as an additional attacher. Since this model allocates costs associated with common space equally to all users, the utility is included in the allocation of common space. For example, if the utility averages two attachers, common space allocations will be allocated between three entities—the two attachers and the owning electric utility.

c. Algebraic Representation of the Formula

The Model Agreement Rate Formula can be expressed in algebraic terms as follows:

Maximum Rate = Assignable Space Factor + Common Space Factor

Assignable Space Factor = $\frac{\text{Space Occupied by Attachment}}{\text{Assignable Space}} \times \frac{\text{Assignable Space}}{\text{Pole Height}} \times \text{Average Cost of Bare Pole} \times \text{Carrying Charge}$

Common Space Factor = $\frac{\text{Common Space}}{\text{Pole Height}} \times \frac{\text{Average Cost of Bare Pole}}{\text{Number of Attachers}} \times \text{Carrying Charge}$

Explanation of Formula:

- **“Pole Height”** is presumed to be 37.5 feet.
- **“Space Occupied by Attachment”** is presumed to be one foot.
- **“Assignable Space”** is presumed to be 10.17 feet per pole.
- **“Common Space”** is presumed to be 27.33 feet per pole.
- **“Average Cost of Bare Pole”** is derived from FERC Account 364 (“gross pole investment”). This figure, representing the historical “Pole Investment,” is further reduced by 15 percent to account for the electric utilities’ costs of cross-arms, which are not used by communications attachers, and is finally divided by the number of poles owned by the utility to arrive at an historical “Average Cost of Bare Pole.”
- **“Carrying Charges”** are expenses attributable to the poles, and include: administrative expenses; taxes; costs of capital; depreciation; and operation and maintenance. The sum of these five expense items will yield a figure that represents the costs of a pole expressed as a percentage of pole investment.

Required Plant Data for Pole Attachment Cost (Updated 10/28/2010 with 2009 DPU report information)

| Description | FERC A/C | Page # | Amount (2008) | Amount (2009) |
|--|----------|--------|---------------|---------------|
| Depreciation Rate of poles, towers, fixtures | | 4 | 3% | 3.25% |
| Utility "margin" on poles, towers, fixtures | | | 5% | 5% |
| % of in-lieu of tax payments (tax payment / total plant) | | | 0.55% | 0.50% |
| Historical Cost of Pole Installation | | | \$581,72 | \$599,17 |
| Total Electric Plant in service | | 8B | \$86,382,840 | \$96,796,713 |
| Construction Work in progress | | 107 | \$0 | \$0 |
| Materials and Supplies inventory | | 154 | \$0 | \$537,610 |
| Accumulated Depreciation - Total Plant | | 108 | \$6,922,139 | \$5,056,830 |
| Historical Cost of all poles, towers, fixtures | | 364 | \$8,315,377 | \$8,655,693 |
| Overhead conductors and devices | | 365 | \$17,037,953 | \$17,242,536 |
| Services | | 369 | \$942,452 | \$1,021,723 |
| Total number of poles | | | 8,000 | 8,000 |
| Distribution operation supervision and engineering | | 580 | \$360,483 | \$417,057 |
| Overhead line expenses | | 583 | \$0 | \$0 |
| Distribution maintenance supervision and engineering | | 590 | \$0 | \$0 |
| Maintenance of overhead lines | | 593 | \$67,270 | \$120,169 |
| Total distribution operation and maintenance expenses | | 41 | \$2,376,981 | \$2,683,864 |
| Total electric administrative and general expenses | | 42 | \$6,931,199 | \$7,004,270 |

Resulting SO rate 2008 data \$ 20.20
 2008 JO Rate = 55% of SO \$ 11.11

Resulting SO rate 2009 data \$ 20.02
 2009 JO Rate = 55% of SO \$ 11.01

20.02
 11.01

Approx. 5000 total poles

Approx. 7040 SO poles

Ownership percentage: 55% Emf

45% Verizon

Power Supply = 4 x SO rate = \$44.04

(Takes up 4' of pole space)

PMLP

Summary of Assumptions Used in Calculations

1. Allocation Method:

Costs have been allocated to attachments on a fully-allocated basis.

2. Treatment of Support Space:

Support space is shared equally among all attaching entities (including utility).

3. Accounting for Cross-Arm Cost:

For utilities without detailed property records, cross-arm costs must be taken-out of pole costs to arrive at bare pole cost. There is a presumption that 15% of the cost of a pole is due to the cross-arm.

4. Basis for Determining Pole Costs

Records are inadequate to determine pole costs. Estimated cost per pole is: \$599.17

5. Rate of Return

Rate of return percentage entered is for net pole investment.

6. Treatment of Safety Clearance Space:

Forty (40) inches of safety space shared equally between the utility and attaching entities.

PMLP

Summary of the Computation of Pole Attachment Rates

Calculations Were:

| | |
|--|--------------------------|
| Performed by: | <u>Brian</u> |
| Performed on the date: | <u>February 1, 2010</u> |
| Based on historical data for the year ended: | <u>December 31, 2009</u> |

Method Used:

Fully Allocated

| | | |
|------------------------------|-----------|--------------|
| Pole Attachment Rate: | <u>\$</u> | <u>20.02</u> |
|------------------------------|-----------|--------------|

Summary of Key Demographics Used:

| | | |
|--|-----------|---------------|
| Estimated average bare pole cost (based on historical costs) | <u>\$</u> | <u>599.17</u> |
| Carrying charge percentage | | <u>16.83%</u> |
| Average number of attaching entities (includes utility as one) | | <u>3.00</u> |

PMLP

Computation of Carrying Charge Rate
Prepared on February 1, 2010

Administrative and General Expense Percentage

Total administrative and general expenses

7,004,270.00

Divide by: Plant in Service, CIP and Supplies

Plant @ 12/31/2009

Plant in service

96,796,713.00

Construction work in progress

Materials and supplies

537,610.00

Plant in Service, Less Accumulated Depr

91,739,883.00

Administrative and General Expense Percentage

7.63%

Operating and Maintenance Expense Percentage

Allocation of Supervision/Engineering to Poles:

Distribution supervision/engineering expense

417,057.00

Multiply by: Allocation percentage

Poles and overhead line expenses

120,169.00

Divided by: Total distribution expenses

(net of supervision costs of \$417,057)

2,266,807.00

5.30%

Supervision/Engineering expense

22,109.21

Add: Poles and overhead line expense

120,169.00

Add: Other directly attributable expenses

Subtotal

120,169.00

Divide by: Overhead-related items

Poles, towers and fixtures (FERC Account # 364)

8,655,693.00

Overhead cond. and devices (FERC Account # 365)

17,242,536.00

Services (FERC Account # 369)

1,021,723.00

26,919,952.00

Operating and Maintenance Expense Percentage

0.45%

Depreciation Rate for Utility Poles

3.25%

Tax Equivalent Rate

0.50%

Return on Investment for Utility

5.00%

TOTAL ANNUAL CARRYING CHARGE RATE

16.83%

PMLP

Computation of Pole Attachment Fee - Fully Allocated Method
Prepared on February 1, 2010.

| <i>Support Space Factor</i> | | | |
|---|--------------|-----------------|----------|
| Cost of the bare pole | | \$ 599.17 | Computed |
| Multiply by: Percentage of unusable space on the pole | | | |
| Support space | 24.00 | | Given |
| Divide by: Average pole height | <u>37.50</u> | | Given |
| Support space percentage | | 64.00% | |
| Multiply by: Carrying charge rate | | <u>16.83%</u> | Computed |
| Multiply by: Statutory Limit on Attaching Entities | | 66.67% | |
| Total Support Carrying Charge per pole | | 43.03 | |
| Divide by: Average number of attachers | | <u>3.00</u> | Entered |
| Total Support Space Factor | | <u>\$ 14.34</u> | |

| <i>Usable Space Factor</i> | | | |
|---|--------------|-----------------|----------|
| Cost of a bare pole | | 599.17 | Computed |
| Multiply by: Percentage of usable space on the pole | | | |
| Usable feet of pole space (presumed to be 13.5 feet) | 13.50 | | Given |
| Divide by: Average pole height | <u>37.50</u> | | Given |
| Usable space percentage | | 36.00% | |
| Multiply by: Percent of usable space used by the cable attachment | | | |
| Total space occupied by cable attachment | | | |
| Directly attributable to cable attachment (presumed to be 1ft) | 1.00 | | Given |
| Allocation of 40" safety space to non-utility attaching entities | <u>1.11</u> | | Given |
| Usable space allocated to the cable attachment | 2.11 | | |
| Usable feet of pole space (presumed to be 13.5 feet) | <u>13.50</u> | | Given |
| Space used by cable attachment | | 15.64% | |
| Multiply by: Carrying charge rate | | <u>16.83%</u> | Computed |
| Total Usable Space Factor | | <u>\$ 5.68</u> | |
| POLE ATTACHMENT FEE - FULLY-ALLOCATED METHOD | | <u>\$ 20.02</u> | |

D

Estimated Pole Cost - Calculation

Cost of 40' pole - most recent order

\$319.61

Pole Installation - current costs

estimate - 3 guys, 2 trucks, 3 hours

$$\text{Labor} \rightarrow 3 \times 3 \times 88.13/\text{hr} = 793.17$$

$$\text{Equipment} \rightarrow 2 \times 3 \times 45.38/\text{hr} = 272.28$$

$$\text{Totals (2010 dollars)} = \$1385.06$$

Convert to average pole installation year (1981)

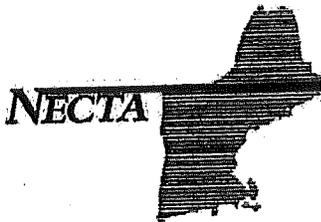
Using CPI calculator:

$$\$1.00 \text{ in 2010} \rightarrow \$0.42 \text{ in 1981}$$

$$\begin{array}{r} \$1385.06 \\ \times \quad 0.42 \\ \hline \end{array}$$

Estimated Pole Cost

\$581.72



New England Cable & Telecommunications Association, Inc.
Ten Forbes Road, Suite 440W ~ Braintree, MA 02184

New England Cable & Telecommunications Association, Inc.

June 4, 2013

Sent via Federal Express

Glenn Trueira
General Manager
Peabody Municipal Light Plant
201 Warren Street Ext.
Peabody, MA 01960

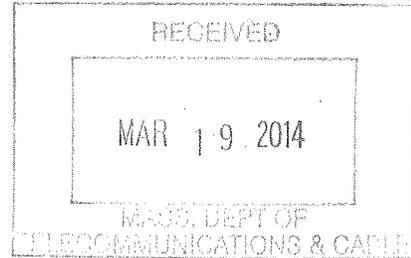
Re: Peabody Municipal Light Plant
Pole Attachment Rate – 2013

Dear Mr. Trueira:

Thank you for the pole attachment rate calculation explanation you provided in your May 24, 2013 letter. While you have not yet provided the information necessary to calculate the 2013 pole attachment rate from Peabody Municipal Light Plant's ("PMLP") 2012 DPU Annual Report, we understand that PMLP uses the American Public Power Association ("APPA") pole attachment rate formula to calculate pole attachment rental rates. Please be advised that the use of the APPA rate formula conflicts with Massachusetts law and results in excessive pole rates that are unjust and unreasonable.

As you know, the amount of pole attachment rent that can be charged by a utility in Massachusetts (including a municipally owned utility like PMLP) is governed by Department of Telecommunications and Energy ("DTE") requirements. Chapter 166, Section 25A ("Utility", means any person, firm, corporation or municipal lighting plant that owns or controls or shares ownership or control of poles...). The DTE's formula for calculating the lawful pole attachment rent that a utility can charge is set forth in Table 1 of DPU/DTE 97-82, *Complaint of Cablevision of Boston Co. et al. against Boston Edison Co.* (April 15, 1998).

NECTA has calculated PMLP's permitted attachment rate for 2012 under the applicable DTE formula based on data from PMLP's 2011 DPU Annual Report. Under the DTE formula, PMLP's rates in 2012 should have been \$13.25 for solely owned poles and \$7.29 for jointly owned poles. Attached is our spreadsheet calculating these rates under the DTE formula.



To expedite matters with respect to correcting PMLP's 2013 pole rates, please feel free to use the spreadsheet to input the appropriate cost and pole data from the 2012 DPU Annual Report. If you prefer we can do that calculation once you provide us with the annual report.

Please feel free to give me a call with any questions regarding this or to discuss next steps.

Sincerely,



William D. Durand
Executive Vice President, Chief Legal Counsel

WDD/cdk
Enclosure

Pole Attachment Rate Analysis for Peabody Municipal Light Plant ("PMLP")
 Computed using the Mass. DTC Formula with financial data from PMLP's 2011 MA DPU Annual Return

Mass. DTC Formula

Net Investment Per Bare Pole

| | |
|-----------------------------------|-------------|
| Investment in Pole Plant | \$9,023,530 |
| - Depreciation Reserve for Poles | \$6,171,402 |
| - Accumulated Deferred Taxes | \$0 |
| Net Investment in Pole Plant | \$2,852,128 |
| - Net Investment in Appurtenances | \$427,819 |
| Net Investment in Bare Pole Plant | \$2,424,309 |
| / Number of Poles--Equivalent | 4,832 |
| Net Investment per Bare Pole | \$501.72 |

Carrying Charges

Administrative

| | |
|---------------------------------------|--------------|
| Administrative Expenses | \$6,836,137 |
| Total Plant--Electric | \$98,738,271 |
| -Depreciation Reserve--Electric | \$60,721,056 |
| -Accumulated Deferred Taxes--Electric | \$0 |
| Net Plant in Service | \$38,017,215 |
| Administrative Carrying Charge | 17.98% |

Taxes

| | | |
|-----------------------------|--------------|--|
| Normalized Tax Expense | \$495,000 | Payments to Peabody and Lynnfield in lieu of taxes |
| Total Plant | \$98,738,271 | |
| -Depreciation Reserve | \$60,721,056 | |
| -Accumulated Deferred Taxes | \$0 | |
| Net Plant in Service | \$38,017,215 | |
| Tax Carrying Charge | 1.30% | |

Maintenance

| | |
|-------------------------------|--------------|
| Maintenance Expenses | \$130,406 |
| Net Investment in 364,365,369 | \$11,984,722 |
| =Maintenance Carrying Charge | 1.09% |

Depreciation

| | |
|---------------------------------------|-------------|
| Annual Depreciation Rate for Poles | 3.25% |
| Gross Investment in Pole Plant | \$9,023,530 |
| /Net Investment in Pole Plant | \$2,852,128 |
| Gross/Net Adjustment | 3.16 |
| Deprec Rate Applied to Net Pole Plant | 10.28% |

Return

| | |
|--------|-------|
| Return | 5.00% |
|--------|-------|

Total Carrying Charges 35.66%

Space Factor

| | |
|---------------------------|-------|
| Space Occupied (ft.) | 1.0 |
| Unusable Space (ft.) | 24.0 |
| Usable Space (ft.) | 13.5 |
| Average Pole Height (ft.) | 37.5 |
| Cable TV | 7.41% |

Maximum Rates

| | |
|--------------|---------|
| SO Pole Rate | \$13.26 |
| JO Pole Rate | \$7.29 |

Assuming 55% ownership of JO poles by PMLP

DATA ENTRY AND SOURCE

Annual Report

| | |
|---|---|
| Accumulated Deferred Taxes 190 (Plant) | \$0 |
| Accumulated Deferred Taxes 281 (Plant) | \$0 |
| Accumulated Deferred Taxes 282 (Plant) | \$0 |
| Accumulated Deferred Taxes 283 (Plant) | \$0 |
| Accumulated Deferred Taxes-Total (Plant) | \$0 |
| Accumulated Deferred Taxes 190 (Electric) | \$0 |
| Accumulated Deferred Taxes 281 (Electric) | \$0 |
| Accumulated Deferred Taxes 282 (Electric) | \$0 |
| Accumulated Deferred Taxes 283 (Electric) | \$0 |
| Accumulated Deferred Taxes-Total (Electric) | \$0 |
| Taxes 408.1 | \$0 |
| Taxes 409.1 Federal | \$0 |
| Taxes 409.1 Other | \$0 |
| Taxes 410.1 | \$15,000 Payment to the City of Lynnfield in lieu of taxes |
| Taxes 411.1 Cr. | \$0 |
| Taxes 411.4 | <u>\$480,000</u> Payment to the City of Peabody in lieu of taxes |
| Total Normalized Taxes | \$495,000 |
| Gross Investment in Dist. Plant | \$53,349,449 pg. 8B, row 16 |
| Accumulated Prov. For Deprec.--Dist. | \$30,371,865 pg. 8B, row 16 - pg. 17, row 16 |
| Gross Investment in Total Plant | \$98,738,271 pg. 8B, row 30 |
| Gross Investment in Total Plant--Electric | \$98,738,271 pg. 8B, row 30 |
| Accumulated Prov for Deprec.--Total | \$60,721,056 pg. 8B, row 30 - pg. 17, row 30 |
| Accumulated Prov for Deprec.--Electric | \$60,721,056 pg. 8B, row 30 - pg. 17, row 30 |
| Gross Investment in 364 | \$9,023,530 pg. 8B, row 6 |
| Gross Investment in 365 | \$17,680,392 pg. 8B, row 7 |
| Gross Investment in 369 | <u>\$1,075,818</u> pg. 8B, row 11 |
| Sum | \$27,779,740 sum |
| Pole Maintenance Expense 593 | \$130,406 pg. 41, row 18 |
| Administrative Expense 920-931 | \$6,836,137 pg. 41, row 54 |
| Administrative Expense 935 | \$0 n/a |
| Total Administrative Expenses | \$6,836,137 sum |
| Depreciation Reserve for 364 | \$6,171,402 pg. 8B, row 6 - pg. 17, row 6 |
| Depreciation Reserve for 365 | \$10,147,780 pg. 8B, row 7 - pg. 17, row 7 |
| Depreciation Reserve for 369 | <u>\$938,638</u> pg. 8B, row 11 - pg. 17, row 11 |
| Sum | \$17,257,820 sum |
| Accumulated Deferred Taxes | \$0 |
| Accumulated Deferred Taxes | \$0 |
| Accumulated Deferred Taxes | <u>\$0</u> |
| Sum | \$0 |
| Depreciation Rate for Poles | 3.25% PMLP's rate calc |
| Overall Rate of Return | 5.00% PMLP's rate calc |
| Number of Poles--Equivalent | PMLP (980 SO poles + 55% of 7,040 JO poles) (2010 PMLP Rate calculation) 4,832 |
| DPU Formula Line KK | \$15,815,018 Sum of 364, 365, 369 * Accum Depr Dist / Total Dist Plant |
| DPU Formula Line LL | 32.48% Acct 364 / Sum of 364, 365, 369 |
| DPU Formula Line MM | \$0 Sum of 364, 365, 369 * ADT / Total Electric Plant |