

**-Town of Framingham Cable Television Renewal License-  
July 11, 2016-July 10, 2019**

**CABLE TELEVISION RENEWAL LICENSE**

**GRANTED TO**

**COMCAST OF MASSACHUSETTS III, INC.**

**THE BOARD OF SELECTMEN**

**TOWN OF FRAMINGHAM,  
MASSACHUSETTS**

**APRIL 26, 2016**

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**A G R E E M E N T**

This Cable Television Renewal License effective the 11<sup>th</sup> day of July, 2016, by and between the Board of Selectmen of the Town of Framingham, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts III, Inc. (“Comcast”).

**W I T N E S S E T H**

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

WHEREAS, the Issuing Authority conducted two (2) public ascertainment hearings: the first on June 10, 2014; the second on June 2, 2015; and

WHEREAS, the Issuing Authority of the Town of Framingham released a Request-for-a-Renewal-Proposal (“RFP”)/Renewal License to Comcast on July 16, 2015; and

WHEREAS, Comcast submitted a renewal proposal and Massachusetts Cable Division Form 100 to the Issuing Authority in response to the RFP, dated September 9, 2015, for a license to operate and maintain a Cable Television System in the Town of Framingham.

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

## ARTICLE 1

### DEFINITIONS

#### Section 1.1---DEFINITIONS

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

(1) Access: The right or ability of any Framingham resident and/or any persons affiliated with a Framingham institution to use designated PEG Access facilities, equipment and/or Licensee-owned channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel(s): A Licensee-owned video channel(s) which the Licensee makes available, at no cost to the Town and/or its designee(s) , for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, designated by the Issuing Authority of the Town of Framingham, for the purpose of operating and managing public, educational and governmental access equipment and channels on the Cable Television System.

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

(5) Basic Cable Service or Basic Service: Any service tier which includes the retransmission of local television broadcast Signals.

(6) CMR: The Code of Massachusetts Regulations.

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

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

(9) Cable Service or Service: The one-way transmission to Subscribers of (i) Video Programming or (ii) other Programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

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

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

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

(13) Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Framingham, Massachusetts.

(15) DVD: The acronym for a Digital Video Disc player.

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

(17) Drop or Cable Drop: The coaxial cable that connects an Outlet to the Cable System.

(18) Educational Access Channel: A Licensee-owned channel(s) on the Cable System made available by the Licensee to Framingham educational institutions and/or educators wishing to present non-commercial educational Programming and information to the public.

(19) Effective Date of Renewal License (the "Effective Date"): July 11, 2016.

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

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

(22) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

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

(24) Hub or Hub Site: A sub-Headend, generally located within a cable television community, use of which may include, but not be limited to Signal processing or switching, or placement of a fiber node, microwave link or transportation super trunk.

(25) Issuing Authority: The Board of Selectmen of the Town of Framingham, Massachusetts.

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

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

(28) Licensee: Comcast of Massachusetts III, Inc. ("Comcast") or any successor or transferee in accordance with the terms and conditions in the Renewal License.

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

(30) Outlet: An interior receptacle that connects a Subscriber's or User's television set to the Cable System. An Outlet can contain connections to the Subscriber Network.

(31) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

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

(33) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(34) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(35) PEG Access Channels: Any Licensee-owned channel(s) made available for the presentation of PEG Access Programming.

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

(37) Prime Rate: The prime rate of interest, at the Federal Reserve Bank of Boston or its successor.

(38) Public Access Channel: A Licensee-owned channel(s) on the Cable System made available by the Licensee for the use of Framingham residents and/or organizations wishing to present non-commercial programming and/or information to the public.

(39) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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(40) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(41) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter or other decoding device.

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

(43) State: The Commonwealth of Massachusetts.

(44) Subscriber: Any Person, firm, provider or other entity, located in Framingham, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(45) Subscriber Network: The Cable Television System of 750 MHz owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

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

(47) Town Counsel: The Town Counsel of the Town of Framingham, Massachusetts

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

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

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

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

**ARTICLE 2**

**GRANT OF RENEWAL LICENSE**

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

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

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all lawful State and federal statutes and by-laws of general application, as amended from time to time.

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

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or Town by-laws and/or regulations enacted hereafter. The Licensee reserves its right to appeal any such dispute in a court of competent jurisdiction.

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

The term of this Renewal License shall commence on July 11, 2016, and shall expire on July 10, 2019, unless sooner, terminated as provided herein.



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

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

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License.

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

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

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

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

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary for the safety and welfare of the public. The Licensee shall comply with all generally applicable DPW regulations and all applicable State and Town laws, by-laws, rules and regulations governing construction in a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

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

Upon termination of the Renewal License by passage of time or otherwise, unless (1) the Licensee has had its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 below, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution Systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition as is reasonably possible and as soon as practicable. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

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

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

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

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

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

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

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(f) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended in writing pursuant to applicable law.

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

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

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License and shall be subject to Section 11.1 infra and Section 11.2 infra..

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

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

**ARTICLE 3**

**CABLE SYSTEM DESIGN**

**Section 3.1---SUBSCRIBER NETWORK**

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town the Subscriber Network subject to Section 4.1 infra. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

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

**Section 3.2---PARENTAL CONTROL CAPABILITY**

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

**Section 3.3---EMERGENCY ALERT**

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

**Section 3.4---SYSTEM TECHNICAL SPECIFICATIONS**

The Cable Television System, pursuant to Sections 3.1 and 3.2 herein, shall conform to applicable FCC technical specifications, as may be amended and/or updated from time to time.

**ARTICLE 4**

**CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS**

**Section 4.1---AREA TO BE SERVED**

(a) The area to be served is the entire Town of Framingham, subject to paragraphs (b), (c) and (d) herein.

(b) The Licensee's Cable Service shall be available to all residences and non-commercial buildings in the Town in accordance with Section 4.1(c) below, unless legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units. The Licensee shall make its best efforts to obtain rights-of-way and Multiple Dwelling Unit ("MDU") access agreements in the Town in order to make Cable Service(s) available to all residents.

(c) Any dwelling unit within one hundred fifty feet (150') from the existing Trunk and Distribution System shall be entitled to a standard aerial installation rate. The Licensee may charge residents located more than one hundred fifty feet (150') from the existing Trunk and Distribution System time and materials charges, plus a reasonable rate of return in compliance with applicable federal and/or State laws and/or regulations.

(d) Installation charges shall be consistent with federal and State regulations.

**Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM**

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

**Section 4.3---UNDERGROUND FACILITIES**

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

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(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

**Section 4.4---TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town. The Licensee may not trim and/or prune any trees belonging to the Town without the advance notification to the Town.

**Section 4.5---RESTORATION TO PRIOR CONDITION**

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

**Section 4.6---TEMPORARY RELOCATION**

Pursuant to applicable law(s), the Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

**Section 4.7---DISCONNECTION AND RELOCATION**

The Licensee shall, without charge or cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required and requested by the Issuing Authority or its