

COMMONWEALTH OF MASSACHUSETTS

TOWN OF HOLLAND

**RENEWAL CABLE TELEVISION LICENSE ISSUED TO
COXCOM, LLC, D/B/A COX COMMUNICATIONS**

EFFECTIVE DATE: NOVEMBER 5, 2014

A handwritten signature in black ink, appearing to be "J. F. [unclear]", is written over the date "5, 2014".

INTRODUCTION

WHEREAS, CoxCom, LLC, d/b/a Cox Communications (hereinafter "Licensee") is the duly authorized holder of a license to operate a Cable System in the Town of Holland, Massachusetts (hereinafter the "Town"), said license having originally commenced on October 30, 1989, as originally issued to Continental Cablevision of Western New England, Inc., and subsequently transferred to Licensee;

WHEREAS, Licensee and the Town entered into a renewal license with an effective date of October 30, 2004, and a term ending on October 29, 2014;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated April 9, 2012, in conformity with the Cable Communications Policy Act of 1984 and the Town notified Licensee that it had commenced the ascertainment process;

WHEREAS, Licensee filed a reply to a list of issues raised by the Issuing Authority on December 19, 2013, by letter dated April 8, 2014, and following further discussions with the Issuing Authority in September and October 2014, submitted a revised proposal dated October 19, 2014.;

WHEREAS, there has been an opportunity for public comment, and both parties conducted ascertainment to ascertain the future cable-related needs of the community, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Board of Selectmen, as the Issuing Authority, finds that the renewal of Licensee's license is appropriate in light of its past performance, its renewal proposal and

successful and mutual resolution of compliance-related matters under its current license, with such resolution being the adoption of this renewal license;

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License (“License” or “Agreement”) is issued upon the following terms and conditions, as set forth herein.

ARTICLE 1 DEFINITIONS

Section 1.1 – DEFINITIONS

For the purpose of this License, the following words, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. The word “shall” is always mandatory and not merely directory.

Access Channel - A video programming channel which Licensee makes available to the Issuing Authority without cost for the purpose of transmitting non-commercial programming by members of the public, Town department and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531 and the terms herein

Affiliate or Affiliated Person: A Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

Basic Service: The lowest service tier other than a pay cable service, distributed over the Cable System which includes without limitation, all Public, Educational and Governmental Access

Channels and all broadcast signals, if any, required to be carried on Basic Service pursuant to federal law.

Cable Act: Cable Communications Policy Act of 1984 ("CCPA") Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

Cable Service: The one-way transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such programming which Licensee may make available to subscribers generally, in accordance with the Cable Act.

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, as defined in accordance with the Cable Act.

Channel: A portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as a television channel is defined by the FCC by regulation). CMR: Code of Massachusetts Regulations.

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

Department: The Massachusetts Department of Telecommunications and Cable , formerly known as the Massachusetts Community Antenna Television Commission, or its successor agency.

Educational Access: The specific channel assigned by Licensee and the programming thereon on the Cable System which has been allocated for use by the Town of Holland School Department, and the use thereof, to present non-commercial educational programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Effective Date: November 5, 2014.

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

Government Access: The specific channel assigned by the Licensee and the programming thereon on the Cable System which has been allocated for use by the Town of Holland, the Issuing Authority or its designee(s), and the use thereof, to present non-commercial programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable System for the provision of Cable Service(s) including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or cable service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all

Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales that relate to the operation of the Cable System for the provision of Cable Services; Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System for the provision of Cable Service to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to the operation of the Cable System for the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to the operation of the Cable System for the provision of Cable Service. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. Gross Annual Revenues shall not include any home shopping revenues and any advertising revenues.

Issuing Authority: The Board of Selectmen of the Town of Holland, Massachusetts.

Leased Access Channel: Any channel available for lease for programming by persons other than Licensee subject to and in accordance with 47 U.S.C. 532.

Licensee: CoxCom, LLC, d/b/a Cox Communications or any successor or transferee in accordance with the terms and conditions in this License.

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

Multichannel Video Programming Distributor: A person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

Normal Business Hours: As defined in 47 CFR 76.309 to be those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

Public Access: Any specific channel(s) on the Cable System which has been allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming other than Educational Access and Governmental Access in accordance with 47 U.S.C. 531 and the terms hereof.

Public, Educational and Government Access ("PEG Access"): The right or ability of any Holland residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that are in the nature of streets and roads or any other easements or rights of way dedicated for compatible uses, and other publicly owned real ways 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 without applicable legally required permits, 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.

Service Area: The corporate limits of the Town.

Subscriber: An individual, organization, corporation, or government entity that is legal authorized to receive Cable Service from Licensee.

Town: The Town of Holland, Massachusetts.

ARTICLE 2 GRANT AND TERM OF LICENSE

Section 2.1 – GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Act, and subject to the terms and conditions set forth herein, the Board of Selectmen, as the Issuing Authority of the Town, hereby grants a non-exclusive cable

television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable System within the corporate limits of the Town of Holland.

Section 2.2 – RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the Public Ways of the Town of Holland within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and other services customarily provided by a cable operator subject to and in accordance with all applicable laws.

Section 2.3 – APPLICABLE LAW

This License is granted under, in compliance with and subject to Chapter 166A of the General Laws and all other lawful general laws and lawful acts of the Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the FCC, as amended, and in compliance with and subject to all other generally applicable municipal, state and federal laws in force and effect during the period for which this License is granted.

Section 2.4 – TERM OF RENEWAL LICENSE

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on October 30, 2014 and shall terminate at midnight on October 29, 2024.

Section 2.5 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by G.L.c. 166A, Section 7, and the regulations of the Division promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application and forms therefor as provided by the Division and on FCC or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this Renewal License.

(c) The Licensee shall submit to the Issuing Authority four (4) copies, unless otherwise directed, of the license transfer application, including any forms required by state or federal law. Unless otherwise allowed by applicable law, the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. If no

action is taken by the Issuing Authority on the application after one hundred and twenty (120) days, the application shall be deemed approved.

(d) Notwithstanding the provisions of paragraphs (a) through (c) hereunder, and in accordance with 207 CMR 4.01, no approval of the Issuing Authority shall be required for a transfer or assignment of the License to an Affiliate of the Licensee. Licensee shall provide written notice of any such Affiliate transfer not more than thirty (30) days after such transfer. Such notice shall include an affirmative statement that the Affiliate agrees to be bound by the terms and conditions of this license to the same extent as the Licensee.

Section 2.6 -- NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable System within the Town of Holland; 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 when taken as a whole, than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(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 when taken as a whole 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 and reasonable evidence for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate, with reasonable evidence that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License when taken as a whole. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate and the Issuing Authority find 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 and Licensee 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), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Programming to residents of the Town, and

is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of receipt of a hearing request from the Licensee.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons with reasonable evidence for its determination of such substantial negative material impact upon the financial viability of the Cable System. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as the Issuing Authority reasonably determines is relevant to the proceeding.

(ii) Should the Licensee demonstrate with reasonable evidence that the Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, and the Issuing Authority finds a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing

Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) As of the Effective Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Distributor(s), which are not in any way an affiliate of the Licensee and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

Should the parties not agree about any matter with regard to this section, the parties reserve their state and federal appellate rights.

Section 2.7 – POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to this License, not specific to Licensee, not specific to this Cable System or not specific to cable operators only. Licensee shall comply with all applicable lawful bylaws and/or ordinances enacted by the Town and/or Issuing Authority pursuant to any such powers. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers may be resolved in a court of competent jurisdiction or other lawfully available forum.

Section 2.8 – REMOVAL OR ABANDONMENT

The parties shall be subject to applicable state and federal laws regarding removal and abandonment of the Cable System including but not limited to 47 U.S.C. 547 and M.G.L. Ch. 166.

ARTICLE 3 SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 – AERIAL AND UNDERGROUND CONSTRUCTION

(a) In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Licensee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Licensee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Otherwise, where pole placements of telephone and electric utilities exist the Licensee shall follow them in constructing its Cable System. Nothing contained in this Section shall require the Licensee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, network reliability units, pedestals, or other related equipment.

(b) Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this License, the Licensee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

(c) The Issuing Authority shall provide the Licensee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of cable facilities. The Issuing Authority agrees to require as a condition of issuing any permit for open trenching to any utility or developer, that the utility or developer give the Licensee reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by the Licensee at least ten (10) business days prior to availability.

Section 3.2 – REQUIRED EXTENSIONS OF SERVICE

The Licensee agrees to provide Cable Service to all residences in the Service Area, subject to the density requirements specified in this Section. Whenever the Licensee receives a request for Cable Service from a potential Subscriber in a contiguous unserved area where there are at least ten (10) residences within one (1) mile from the portion of the Licensee's trunk or distribution cable which is to be extended, the Licensee shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the applicable installation

charge; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the Cable System. No such extension shall be required if there are no aerial or underground electric distribution facilities between such residences and the portion of the Licensee's trunk or distribution cable which would need to be extended. Notwithstanding the foregoing, the Licensee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Licensee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such a runway or freeway crossing. Licensee shall not be required to offer Cable Service to individual units of a multiple dwelling unit (MDU) facility within the Service Area unless the owner of the facility consents in writing to the following:

- (i) to Licensee's providing of Cable Service to individual units of the facility;
- (ii) to reasonable conditions and times for installation, maintenance and inspection to the portion of the Cable System on the facility premises;
- (iii) to reasonable conditions promulgated by the Licensee to protect Licensee's equipment and to encourage widespread use of the Cable System; and
- (iv) to not demand or accept payment from Licensee for permitting Licensee to provide Cable Service to the facility and to not discriminate in rental charges, or otherwise, between tenants who receive Cable Service from the Licensee and those who do not.

Section 3.3 – SUBSCRIBER CHARGES FOR EXTENSIONS OF SERVICE

If a potential Subscriber resides in an area that does not meet the density requirements of Section 3.2 above, the Licensee shall only be required to extend the Cable System if the Subscribers in that area are willing to share the capital costs of extending the Cable system by making a capital contribution in aid of construction including cost of material, labor and easements. Specifically, the Licensee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per mile of its trunk or distribution cable, and whose denominator equals (10). Subscribers who request service hereunder shall bear the remaining construction costs on a PRO RATA basis. The Licensee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence.

Section 3.4 – SUBSCRIBER NETWORK

The Licensee shall continue to make available to all residents of the Town a minimum seven hundred fifty Megahertz (750 MHz) Cable System, fully capable of carrying at least seventy-eight (78) NTSC video channels in the downstream direction and currently fed by a hybrid fiber optic coaxial network.

Section 3.5 – SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the Town regardless of its geographical location, subject to

Sections 3.1 through 3.3 above. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for non-standard and customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within one hundred fifty (150) feet of the cable plant for an aerial drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage or for non-standard installation drops, for materials and labor, and upon request, subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard drop and such itemization shall disclose the basis for Licensee's deeming the installation non-standard. If requested by the Issuing Authority, Licensee shall meet with the Issuing Authority or his/her designee to discuss, for advisory purposes, the basis of Licensee's determining that an installation is non-standard.

Section 3.6 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Licensee shall continue to provide and maintain one (1) free Subscriber Cable Drop and Outlet and Basic Service to all police and fire stations, public schools, public libraries and other town-owned public buildings along the Cable System plant route included in Schedule 3.6, attached hereto and made a part hereof. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service and upon request provide reasonable consultation for making new internal wiring compatible with the cable system. The internal wiring shall be the responsibility of the institution. There shall be no costs to the

Town or any designated institution for the installation and provision of monthly Basic Service and related maintenance. Municipal and School buildings already having more than one Subscriber Cable Drop or Outlet will continue to receive same in accordance with the terms of this section.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the Town, if necessary for the reception of monthly Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority, weather conditions permitting.

(d) (e) Notwithstanding anything to the contrary in this Section 3.6, Licensee shall continue to provide an aerial connection between the Town Elementary School at 28 Sturbridge Road and the Town Hall at 27 Sturbridge Road so as to enable the live cablecasting of events occurring at the Elementary School gymnasium. The Licensee shall also continue to provide a similar aerial connection between the Town Library at 25 Sturbridge Road and the Town Hall so as to enable similar live cablecasting of events occurring at the Town Library.

Section 3.7 – STANDBY POWER

The Licensee shall maintain a minimum of twenty-four (24) hours standby power at the headend facility and any sub-headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply.

Section 3.8 – TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all lawful generally applicable rules established by the Issuing Authority and/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.

Section 3.9 – PEDESTALS AND VAULTS

In any cases in which vaults, housing devices or pedestals are to be utilized, in the Town Public Ways or within the Town public layout, such equipment must be in accordance with applicable lawful Public Works Department, or similar department, regulations. In any event, Licensee will comply with Town lawful ordinances or by-laws and regulations of general

applicability with respect to the foregoing. This provision shall not apply to vaults, housing devices or pedestals currently in use as of the Effective Date.

Section 3.10 – PRIVATE PROPERTY

Licensee shall be subject to all lawful laws, ordinances, bylaws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 3.11 – RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, surface, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as is reasonably possible as soon as possible, subject to the lawful requirements of the Town's Department of Public Works or their designee. Such street restoration shall be in accordance with the lawful generally applicable requirements of the Department of Public Works. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town.

Section 3.12 – COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon ninety (90) days written request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure, so long as other comparable utilities are subject to similar requirements. The expense of such raising or lowering shall be in accordance with applicable law or if applicable law does not specify such expense, by the party requesting such relocation.

Section 3.13 – RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

Section 3.14 – RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

Section 3.15 – SERVICE INTERRUPTION; REBATES

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use. Rebates for service interruptions shall be in accordance with Section 6.1 of this Renewal License and applicable law, including FCC customer service regulations.

Section 3.16 – CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable System and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall therefore be in conformance with, among other things, the applicable provisions of the National and Massachusetts Electrical Codes, the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division and the FCC. Upon written request of the Issuing Authority, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the Town.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.