

Town of Tewksbury Cable Television Renewal License
March 29, 2016

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST OF SOUTHERN NEW ENGLAND, INC.

THE BOARD OF SELECTMEN

**TOWN OF TEWKSBURY,
MASSACHUSETTS**

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AGREEMENT

This Cable Television Renewal License entered into by and between the Board of Selectmen of the Town of Tewksbury, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Southern New England, Inc. (“Comcast” or the “Licensee”).

WITNESSETH

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

WHEREAS, the Issuing Authority conducted a public ascertainment hearing on November 18, 2014 pursuant to Section 626 of the Cable Act in order to (1) ascertain the future cable related community needs and interests of Tewksbury, and (2) review the performance of Comcast during its then-current license term; and

WHEREAS, the Issuing Authority submitted a Request-for-Proposal to Comcast on July 17, 2015; and

WHEREAS, Comcast submitted a renewal proposal and Massachusetts Cable Division Form 100 to the Town of Tewksbury, dated May 21, 2015 for a renewal license to operate and maintain a Cable Television System in the Town of Tewksbury; and

WHEREAS, the Issuing Authority and Comcast engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for Comcast’s continued operations and maintenance of its Cable Television System in the Town of Tewksbury.

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 and abbreviations 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 Tewksbury resident and/or any Persons affiliated with a Tewksbury institution to use designated public, education and government (“PEG”) access facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use herein.
- (2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations.
- (3) 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.
- (4) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.
- (5) CMR: The acronym for Code of Massachusetts Regulations.
- (6) 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).

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

(8) Cable Service or 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 of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(9) 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.

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

(11) 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.

(12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(13) Department of Public Works ("DPW"): The Department of Public Works of the Town of Tewksbury, Massachusetts.

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

(15) Drop or Cable Drop: The cable that connects an Outlet to feeder cable of the Cable System.

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(16) Educational Access Channel: A specific channel(s) on the Subscriber Network owned and made available by the Licensee to the Issuing Authority, educational institutions and/or its designee(s) to present non-commercial educational programming and information to the public.

(17) Effective Date of Renewal License (the "Effective Date"): September 20, 2015.

(18) Execution Date of Renewal License (the "Execution Date"): March 29, 2016.

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

(20) Government Access Channel: A specific channel(s) on the Subscriber Network owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial governmental programming and/or information to the public.

(21) 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 Cable Service over the Cable System; Basic Service monthly fees and all other Cable 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

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Annual Revenues in the period so collected. For purposes of this section, the term "Cable Services" shall include any other services now or in the future that the Licensee agrees shall be deemed to be lawful for purposes of computing Gross Annual Revenues resulting from a decision by a court or forum of appropriate jurisdiction.

(22) 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.

(23) Institutional Network: The separate cable, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority, its designees and/or Town departments.

(24) Issuing Authority: The Board of Selectmen of the Town of Tewksbury, Massachusetts.

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

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

(27) Licensee: Comcast of Southern New England, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(28) Normal Business Hours: Those hours during which most similar businesses in Tewksbury 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.

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

(30) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned equipment to the Cable System.

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

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(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 by the Licensee and provided for use 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.

(38) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designee(s) for use by, among others, Tewksbury 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.

(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 unreceivable without the use of a Converter or other decoding device issued by the Licensee.

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

(43) State: The Commonwealth of Massachusetts.

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(44) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, Cable Television System.

(45) Subscriber Network: The 750 MHz, bi-directional network, owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

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

(47) Town Counsel: The Town Counsel of the Town of Tewksbury, Massachusetts.

(48) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops 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 Tewksbury, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Tewksbury.

(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 Town, State and federal statutes and by-laws of general application, as all may be amended.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Tewksbury 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 Cable Service and Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Tewksbury. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere 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 or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any generally applicable regulations of the Town and any special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on September 20, 2015 and shall expire at midnight on September 19, 2025, unless sooner terminated as provided herein.

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 Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Tewksbury; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

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

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider 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 the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town, unless legally prevented from applying such standards in private ways. 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 competent jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has 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 applicable law, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. 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 or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

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

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) 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 this Renewal License.

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

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

(g) 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 120 days of receipt of said application. After 120 days, the application shall be deemed approved.

(h) 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.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, 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 its existing 750 MHz Subscriber Network.

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

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications, as amended from time to time. . At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards, as amended.

Section 3.2---INSTITUTIONAL NETWORK

(a) For nine (9) months from the Execution Date, the Licensee shall continue to maintain and operate the existing cable Institutional Network ("I- Net") for video and audio purposes. The I-Net will be limited to those buildings listed in **Exhibit 1**.

(b) In the event there are technical problems with the I-Net subject to Section 3.5(a) above, excluding any devices, hardware, or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem. The demarcation point between the Licensee's portion of the system and the Town's portion shall be the output of the end-use equipment (modulator, data modem, etc.) Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly. Said tests shall be performed as prescribed by FCC regulations for video and audio signals provided by a cable television system. The Licensee reserves the right to charge the Issuing Authority or the Issuing Authority's designee(s) a customary and hourly service charge for actual service calls related to signal transmission problems caused by end user equipment, with the point of demarcation being that described above. The Issuing Authority or its designee(s) shall be responsible for paying such charges only if the problem was caused by such end user equipment.

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Section 3.3---EMERGENCY ALERT OVERRIDE CAPACITY

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

Section 3.4---PARENTAL CONTROL CAPABILITY

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

ARTICLE 4

**CABLE SYSTEM LOCATION, MAINTENANCE
AND OPERATIONAL STANDARDS**

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall continue to make its Cable System Service available to all areas of the Town where Cable Service is currently available to residents as of the Effective Date of this Renewal License, within fifteen (15) days of a request therefore from any residences in those areas, subject to the Licensee being able to obtain any necessary easements and/or permits.

(b) In those areas of the Town where Cable Service is not available, as of the Effective Date of this Renewal License, the Licensee shall provide Cable Service to residents in such areas within ninety (90) days of a request for aerial service and one hundred eighty (180) days for underground service, subject to (i) the Licensee being able to obtain any necessary easements and/or permits; (ii) there being fifteen (15) dwelling units per aerial mile or fractional proportion thereof and/or thirty (30) dwelling units per underground mile or fractional proportion thereof in those areas where Cable Service is not available; and (iii) subject to Force Majeure. If within a development the contractor is responsible for providing an open trench or conduit to the Licensee, the underground density requirement shall be fifteen (15) dwelling units per mile or fractional proportion thereof.

(c) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of Section 4.1(b) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of dwelling units in such area minus the costs of extending service to dwelling units in an area along the Public Ways that meets the density requirements specified in Section 4.1(b) above. The resulting cost shall equal the per dwelling unit contribution relating to line extension of cable service in that particular area of the Town, or

Q - CA

SC - LE = P

- * C equals the cost of construction of new plant from existing Cable System plant;
- * LE equals the number of dwelling units requesting service in the line extension area and who subsequently pay a contribution in aid;
- * CA equals the average cost of construction per mile in the primary service area;
- * P equals the required number of dwelling units per mile; and

(d) Subject to the provisions herein, any dwelling unit within one hundred fifty feet (150 ft.) of the Distribution Cable shall be entitled to a standard installation rate. Installations of more than one hundred fifty feet (150 ft) shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws, however the first one hundred fifty feet (150 ft.) shall be at a standard installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred fifty feet (150 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

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

Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Tewksbury. Licensee-owned poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, 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 having telephone lines and electric utility lines underground, 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 company, the Licensee shall likewise place its facilities underground at no cost to the Town.

(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 should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 4.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the Public Ways and places 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 and/or its designee(s) during the term of the 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 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 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

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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

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town at no cost to the Town, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable advance notice necessary to maintain continuity of service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, pursuant to applicable law(s), if any, 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 by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided,