

Collocated Interconnection Service
Overhead Loading Calculations

Attach. E(1)
Page 1 of 1

** REVISED **

COSTS FOR COMPARABLE ACCESS SERVICES
Channel Termination Costs, Transmittal No. 700, Adjusted

	<u>DS3</u>	<u>DS1</u>
Investment	\$64,638.55	\$5,646.15
Depreciation	\$6,906.38	\$507.96
Cost of Money	\$5,025.76	\$465.54
Income Taxes	\$2,319.21	\$212.69
Maintenance	\$1,422.45	\$94.88
Administration	\$1,880.53	\$170.61
Other Taxes	<u>\$358.20</u>	<u>\$30.64</u>
Total, Annual	\$17,912.53	\$1,482.32
Total, Monthly	\$1,492.71	\$123.53

RATES FOR COMPARABLE ACCESS SERVICES
Channel Termination Rates, Transmittal No. 777 (Annual Filing)

	<u>DS3</u>	<u>DS1</u>
Month-to-Month	\$3,080	\$210
3-Year	\$2,700	\$180
5-Year	\$1,900	\$160

** REVISED **

OVERHEAD LOADINGS FOR COMPARABLE ACCESS SERVICES
Channel Termination Rates / Costs

	<u>DS3</u>	<u>DS1</u>
Month-to-Month	2.06	1.70
3-Year	1.81	1.46
5-Year	1.27	1.30



**BROADCAST SERVICE
POLES AND CONDUIT**

LINE	DESCRIPTION	ACCT	INVESTMENT			ANNUAL COSTS					TOTAL
			PER POT SUB	DEPR	COM	INC TAX	MTCE	ADMIN	OTHER		
			A	F	G	H	I	J	K	L	
POLES											
1.	VDO TO VSO FACILITIES	1C 2411	\$0.01	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.0000
2.	VSO TO HDT FACILITIES	1C 2411	\$0.30	\$0.033360	\$0.003183	\$0.000120	\$0.000002	\$0.000000	\$0.000000	\$0.000000	\$0.0367
3.	VAM-OSP	1C 2411	\$0.01	\$0.001112	\$0.000106	\$0.000004	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.0012
4.	HDT TO ONU	1C 2411	\$19.74	\$2.195088	\$0.209411	\$0.007895	\$0.000118	\$0.000004	\$0.000000	\$0.000000	\$2.4125
5.	DROP	1C 2411	\$9.77	\$1.086424	\$0.103645	\$0.003907	\$0.000059	\$0.000002	\$0.000000	\$0.000000	\$1.1940
6.	TOTAL		\$29.83	\$3.315984	\$0.316345	\$0.011928	\$0.000179	\$0.000005	\$0.000000	\$0.000000	\$3.6444
7.	TOTAL INVESTMENT * 38,319 POT SUBS		\$1,143,055.77	\$127,065.19	\$12,122.02	\$457.00	\$6.86	\$0.21	\$0.00	\$0.00	\$139,651.27
8.	TOTAL INVESTMENT PER # OF POLES*		\$181.70	\$17.97	\$1.71	\$0.06	\$0.00	\$0.00	\$0.00	\$0.00	\$19.76
CONDUIT											
9.	VDO TO VSO FACILITIES	4C 2442	\$0.13	\$0.002652	\$0.000273	\$0.000011	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.0029
10.	VSO TO HDT FACILITIES	4C 2442	\$4.24	\$0.086496	\$0.008892	\$0.000362	\$0.000005	\$0.000000	\$0.000000	\$0.000000	\$0.0958
11.	VAM-OSP	4C 2441	\$0.14	\$0.002856	\$0.000294	\$0.000012	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.0032
12.	HDT TO ONU FACILITIES	4C 2442	\$1.85	\$0.037740	\$0.003880	\$0.000158	\$0.000002	\$0.000000	\$0.000000	\$0.000000	\$0.0418
13.	TOTAL		\$6.36	\$0.129744	\$0.013336	\$0.000543	\$0.000007	\$0.000000	\$0.000000	\$0.000000	\$0.1436
14.	TOTAL INVESTMENT * 38,319 POT SUBS		\$243,708.84	\$4,971.66	\$511.09	\$20.80	\$0.26	\$0.01	\$0.00	\$0.00	\$5,503.82
15.	ANNUAL INVESTMENT PER CONDUIT FOOT*		\$0.6899	\$0.0141	\$0.0014	\$0.0001	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0156
16.	MONTHLY INVESTMENT		\$20,309.07	\$414.31	\$42.59	\$1.73	\$0.02	\$0.00	\$0.00	\$0.00	\$458.65
17.	MONTHLY INVESTMENT PER CONDUIT FOOT*		\$0.0576	\$0.0012	\$0.0001	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0013

* Source: Dover Township Property Records
of Poles = 7,069
of Conduit Feet = 353,244

AGREEMENT NO. _____

POLE, CONDUIT AND TRENCH LICENSE AGREEMENT

THIS AGREEMENT, made this _____ **day of** _____ **198** _____
between NEW JERSEY BELL TELEPHONE COMPANY, A Corporation organized and
existing under the laws of the State of New Jersey, having its principal office in the City of
Newark, New Jersey (hereinafter called "Licensor"); and

(hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Licensee proposes to furnish cable television services in

shown on the map attached hereto as Exhibit A and made a part hereof.

WHEREAS, Licensee will need to place and maintain aerial and/or under-
ground cables, equipment and facilities within the area described above and desires to
place such cables, equipment and facilities on poles and/or in the conduit or trench
systems of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so,
the placement of said cables, equipment and facilities on or within Licensor's facilities
where reasonably available and where such use will not interfere with Licensor's service
requirements, or the use of its facilities by others.

NOW THEREFORE, in consideration of the mutual covenants, terms and
agreements herein contained, Licensor hereby grants, conveys, transfers and agrees as

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

July, 1985

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ARTICLE I**DEFINITIONS**

As used in this Agreement:

(a) Licensor's "poles" mean poles owned by Licensor and poles owned by others for which Licensor has the right to permit others to attach in the communication space. The term "poles" shall also include all associated anchors, guys and supports. Poles owned by others with whom Licensor has an agreement permitting joint use, but for which Licensor determines there is no foreseeable requirement for acquiring an interest or rental, are not covered by this Agreement.

(b) "Conduit system" means any reinforced passage or opening in, on, under or through the ground capable of containing communications facilities, including but not limited to: Main conduit and any of the following not associated with buried plant, underground dips and short sections of conduit under roadways, driveways, parking lots and similar conduit installations: laterals to poles and into buildings; ducts; and man-holes.

(c) Licensor's "trench" means trenches owned by Licensor and trenches owned by others for which Licensor has the right to permit others to occupy in the communications space.

(d) "Trench system" means any unreinforced passage or opening in, on, under or through the ground capable of containing communications facilities, and may include any of the following not part of a conduit system: short sections of ducts under roadways, driveways, parking lots and similar improved areas; laterals to poles and into buildings; manholes; pull boxes; handholes and pedestals.

(e) "Make-ready survey" means all work, including but not limited to field inspections and administrative processing, necessary or appropriate to determine the make-ready work to be performed in order to accommodate Licensee's attachment or installation of Licensee's facilities on or into Licensor's poles, conduit and/or trench systems.

(f) "Make-ready work" means all work, including but not limited to construction, replacement, rearrangement, or removal of existing facilities such as poles and their appurtenant structures and/or cables, wires and associated facilities, necessary or appropriate in order to provide for attachment or installation of Licensee's facilities on or into Licensor's poles, conduit and/or trench systems.

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PAGE 3 OF 42**ARTICLE II****SCOPE OF AGREEMENT**

(a) Subject to the provisions of this Agreement, the Licensor will issue to Licensee non-exclusive licenses authorizing Licensee's cables, equipment and facilities required for the provision of cable television services to the public to be attached to Licensor's poles or installed in Licensor's conduit or trench systems within the areas shown on Exhibit A attached hereto.

(b) No use, however extended, of Licensor's poles, conduit or trench systems or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, conduit or trench systems, but Licensee's rights therein shall be and remain a license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any facilities not needed for its own service requirements.

(c) It is recognized by the Licensee that the Licensor has heretofore entered into, or may in the future enter into, agreements and arrangements with others not parties to this Agreement regarding the poles, conduit or trench systems covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction or prohibition against Licensor with respect to such other agreements and arrangements. The rights of the Licensee shall at all times be subject to any joint use arrangement in effect at the time of execution of this Agreement between Licensor and any other party providing service in the general interest of the public utilizing the facilities covered herein. Licensor shall inform Licensee of any changes in such joint use arrangements which materially affect Licensee's status on the poles and shall furnish copies of such provisions upon request. Licensor reserves to itself, its successors and assigns, the right to maintain its poles, conduit or trench systems and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements.

ARTICLE III**FEES AND CHARGES**

(a) The Licensee shall pay to Licensor the fees and charges as specified in and in accordance with the terms and conditions of Appendix 1 (Schedule of Fees and Charges), attached hereto and made a part hereof.

(b) Non-payment of any amount due under this Agreement shall constitute a default of this Agreement. Licensee shall pay interest on all payments required hereunder which are not made by Licensee when due at the rate of 1 1/2% per month pro rated for each day payment is past due.

(c) Licensee shall furnish and maintain in effect:

(i) a Payment and Performance Bond, with surety satisfactory to Licensor, in an amount equal to the total projected costs of completing all make-ready work, make-ready surveys, post-installation inspection, and any other necessary or appropriate work or inspections required in connection with the installation of Licensee's facilities in or on the poles, conduit systems or trench systems of Licensor under any license granted pursuant to this Agreement, and said Bond shall remain in effect until satisfactory completion of all such installation and other work and satisfactory completion of a post-installation inspection of all facilities so installed; and (ii) a continuing Payment Bond in an amount equal to one-half of the annual rental charges due or to become due under this Agreement as set forth in Appendix 1. Licensee may, at its option, satisfy either of the foregoing bonding requirements set forth in items (i) and (ii) above by assigning to Licensor as security a certificate of deposit with a banking institution licensed to transact business in the State of New Jersey and insured by the Federal Deposit Insurance Corporation, in a form and manner satisfactory to Licensor in the same amounts required under items (i) and (ii) above, in lieu of posting the aforementioned surety bonds. At Licensor's option, said requirement of maintaining a Payment Bond to secure payment of the annual rental fees, as set forth in item (ii) above, may be waived by Licensor in the event that Licensee has demonstrated, to Licensor's satisfaction, its credit-worthiness and has established a satisfactory payment history during which all payments required hereunder have been regularly paid in a proper and timely manner. Notwithstanding any such waiver of said bonding requirement, Licensor may, in its sole discretion, reinstate such requirement by written notice thereof to Licensee in the event that Licensee defaults in the timely payment of any amounts due or to become due hereunder (except for amounts due for other than rental charges hereunder which are the subject of a good faith dispute between the parties, which disputed amounts shall be paid by Licensee into escrow, pursuant to a mutually acceptable escrow arrangement, pending resolution of such dispute) or in the event of any material change in the financial condition of Licensee.

(d) At any time following the expiration of one (1) year (or such other period of time as may be expressly stated in Appendix 1) from the effective date of the Appendix 1 of this Agreement, the fees and charges specified in Appendix 1 may be adjusted at the request of either Licensor or Licensee after notice made in writing to the other party not later than sixty (60) days before the effective date of such requested adjustment. If agreement is not reached as to fees and charges within sixty (60) days after notification of the desire of either party to adjust fees and charges, Licensee shall continue to pay fees and charges at the then current rates applicable hereunder, provided, however, that the rates ultimately established by agreement of the parties or otherwise shall be deemed effective retroactive to the sixtieth day following notice of request for an adjustment in fees and charges, and Licensee shall immediately pay said amount, or receive a credit for any overpayment, as the case may be.

(f) Changes or amendments to Appendix 1 shall be memorialized by the separate execution of Appendix 1 as so modified. The separately executed Appendix 1 shall become a part of and be governed by the terms and conditions of this Agreement.

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ARTICLE IV
SPECIFICATIONS

(a) Licensee's cables, equipment and facilities shall be placed safely and maintained in a good and safe condition and in accordance with the requirements and specifications of Appendix 2 (Poles), Appendix 3 (Conduit Systems) and Appendix 4 (Trench Systems) attached hereto and made a part hereof. Unless different standards are specified herein, all currently applicable provisions of the current editions of the National Electrical Code ("NEC"), and National Electrical Safety Code ("NESC") and any subsequent amendment or replacement, and all construction procedures and other specifications provided or specified by Licensor, and any present or future amendments or revisions thereto, or replacements thereof, shall be applicable. Notice of any changes in construction standards, procedures or other specifications will be provided by Licensor to Licensee 90 days in advance of their taking effect.

(b) Changes or amendments to Appendix 2, Appendix 3 and Appendix 4 shall be memorialized by the separate execution of an amendment hereto which shall include Appendix 2, Appendix 3 or Appendix 4 as so modified, and such Appendix 2, Appendix 3 or Appendix 4 as so modified shall become a part of and be governed by the terms and conditions of this Agreement.

ARTICLE V
LEGAL AUTHORITY

(a) Licensee shall obtain and submit to Licensor evidence of Licensee's lawful authority to place, maintain and operate its facilities within public streets, highways, and other thoroughfares and shall secure any necessary permits and consents from Federal, State, County and Municipal authorities and from the owners of property to construct, maintain and operate facilities at the locations of poles, conduit systems or trench systems of Licensor which it uses. The Licensee shall not pay or recompense any property owner for right-of-way granted to construct, maintain or operate facilities on that property.

In the case of poles which are constructed and maintained by Licensor with the permission of the owners of such property on which such poles are located (by virtue of easement, license agreement or otherwise), Licensor shall not deny Licensee's request to install its facilities on such poles solely on the grounds that the permission granted by the property owner to the Licensor does not expressly permit such attachments of the Licensee; provided, however, that Licensee shall defend, indemnify and hold harmless the Licensor and any other joint user from and against all claims, actions, demands, and liabilities, including all attorneys' fees and costs incurred in connection therewith, that may arise in connection with the Licensee's installation or attachment of its facilities on such poles, including any costs, losses or damages resulting from the Licensor's or other

joint user's loss of use in whole or in part of their right to maintain their poles and facilities thereon and costs of relocating poles and other facilities and acquiring any necessary consents or permission from any property owners. Notwithstanding the preceding sentence, however, in the event that written permission granted to the Licensor to maintain its poles and facilities on such property prohibits the attachments or installations sought by the Licensee, Licensor shall not be required to permit Licensee to make any installations or attachments therein or thereon without Licensee's obtaining the necessary consent or permission from the owner of such property. In the event that it is determined that the Licensor had not obtained a valid easement or other rights to maintain Licensor's poles and facilities on such property for which the Licensee has sought to install or attach its facilities, all costs that may be necessary or appropriate with respect to obtaining a valid easement or permission to construct or maintain the facilities of Licensor, Licensee, and other lawful users or occupants of said poles, or to relocate, rearrange or replace such poles, which such property owner will not permit to remain on said property owner's property shall be allocated in the same proportion as the total pole space is allocated to Licensor, Licensee and such other user for purposes of calculating their respective annual pole rental charges.

(b) The parties hereto shall at all times observe and comply with the provisions of this Agreement and are subject to all laws, ordinances and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances or regulations remain in effect.

ARTICLE VI

ISSUANCE OF LICENSES

(a) Before Licensee shall have the right to attach to any pole of Licensor, Licensee shall make application for and receive a non-exclusive license therefor in the form of Exhibit B, hereto attached and made a part hereof.

(b) Before Licensee shall have the right to place any cable, equipment or facilities within any conduit system of Licensor, Licensee shall make application for and receive a revocable, non-exclusive license therefor in the form of Exhibit C, hereto attached and made a part hereof.

(c) Before Licensee shall have the right to place any cable, equipment or facilities within any trench system of Licensor, Licensee shall make application for and receive a revocable, non-exclusive license therefor in the form of Exhibit D, hereto attached and made a part hereof.

(d) Any license granted hereunder for attachment to Licensor's poles shall terminate without further notice to Licensee as to individual poles covered by the license to which Licensee has not attached within 90 days from the date that Licensor has notified Licensee that such poles are available for attachment of the facilities of Licensee.

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(e) Any license granted hereunder for placement of Licensee's facilities in Licensor's conduit system shall terminate without further notice to Licensee as to individual sections of Licensor's conduit system covered by the license in which Licensee has not placed its facilities within 90 days from the date that Licensor has notified Licensee that such sections of the conduit system are available for the placement of facilities of Licensee.

(f) Any license granted hereunder for placement of Licensee's facilities in Licensor's trench system shall terminate without further notice to Licensee as to individual sections of Licensor's trench system covered by the License in which Licensee has not placed its facilities at the time the trench is opened. Licensor will notify the Licensee 48 hours in advance that such sections of the trench system will be available for the placement of facilities of Licensee.

ARTICLE VII

POLE REPLACEMENTS AND REARRANGEMENTS

(a) Licensor reserves the right to refuse to grant a license for the attachment to its poles when Licensor determines that the communication space on such pole is required for its exclusive use or that the pole may not reasonably be rearranged or replaced.

(b) In the event Licensor determines that any pole of Licensor to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to support or accommodate the additional facilities of Licensee in accordance with the specifications set forth in Appendix 2, Licensor will indicate on the application (Exhibit B) the changes necessary to provide adequate pole space and the estimated cost thereof to Licensee and return it to Licensee. If Licensee desires that such changes be made and returns the application marked to so indicate, Licensor will make such changes, including the replacement of inadequate poles, and Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for the rearrangement of facilities on Licensor's poles by reason of the use of any of the pole space so acquired by Licensor or other authorized user.

(c) Should Licensor, or another utility with whom it then has a joint use agreement, need for its own service requirements the space occupied by Licensee's attachments on any of Licensor's poles, Licensee will be notified that Licensee shall, at Licensee's option, either surrender its license for that pole and, at its own expense, vacate the space by removing its attachments, or it shall authorize Licensor to replace the poles at the expense of Licensee, in the same manner as stated in the preceding Paragraph (b) covering the replacement or rearrangement of poles when required to accom-

moderate Licensee's attachments or, if Licensor advises Licensee that Licensee's desired attachments can be accommodated on present poles of Licensor by rearranging Licensor's facilities thereon, Licensee shall authorize Licensor to make such rearrangements. Licensee shall also reimburse the Licensor and the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Any strengthening or stepping of poles will be provided at the expense of Licensee in accordance with the specifications in APPENDIX 2.

Notwithstanding the preceding paragraph, should Licensor, or another utility with whom it then has a joint use agreement, need for its own service requirements the space occupied by Licensee's attachments on Licensor's poles for which space Licensee has previously paid capital costs in connection with a replacement of such poles, pursuant to Article VII (b) or (c) and/or Appendix I, Section 3(a)(2), so as to accommodate Licensee's facilities, then the party requiring additional space shall pay for the additional wood and setting of such pole and each party shall be responsible for rearranging its own facilities at its own cost.

(d) When multiple applications, including application of Licensee, are received by the Licensor with respect to any pole which must be replaced or rearranged to provide additional space prior to commencement of the work on that pole, Licensor will endeavor to prorate to the extent that it is practical between Licensee and the other applicants for pole space, the common expenses of engineering, rearrangement and replacement, if any, which result from the processing of multiple applications. Charges will not be prorated for work on poles where it has been determined no work is required to permit attachment by earlier applicants, but where work is necessary to permit attachment by subsequent applicants. Licensee shall be bound by Licensor's determination as to any such proration of costs to Licensee. Any costs for relocation or rearrangement required to accommodate the facilities sought to be installed by Licensees (other than another utility with whom Licensor has joint use agreement with respect to such pole) pursuant to license(s) granted subsequent to the granting of a license to Licensee for Licensee's facilities on said pole shall be the responsibility of such subsequent licensee.

(e) Whenever it is necessary for Licensor to make pole replacements or rearrangements in order to accommodate Licensee's cable, equipment and facilities, Licensor will endeavor to perform or have performed such work after issuance of the license to, and acceptance of responsibility for costs by, Licensee in the form of Exhibit B, as soon as is practicable upon consideration of Licensor's service requirements.

(f) Notwithstanding the above, in the event that Licensee requests permission to attach its facilities to Licensor's poles subsequent to completion of a make-ready survey but prior to completion of the necessary or appropriate make-ready work, Licensee shall submit such request in writing to Licensor together with all pertinent information and drawings as to the nature and location of such attachments, and in the event that Licensor, in its sole and exclusive discretion, determines that such attachments do not create any dangerous or hazardous condition and do not violate the National Electrical Safety Code (NESC) or National Electrical Code (NEC), then Licensor may permit such attach-

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ments notwithstanding the fact that such attachments might not conform to the requirements of any applicable agreement for joint use of such pole between Licensor and another user of such pole prohibiting such attachments prior to completion of all necessary or appropriate make-ready work; provided, however, that in the event any corrections or relocations or other work are found to be required by any survey performed following such attachments, the Licensee shall be responsible for all costs, expenses and liabilities in connection with performing such corrections, relocations or other work. In the event of any dispute as to the hazardous nature of any such attachments sought to be made prior to completion of any make-ready work, the determinations of the Licensor shall control.

(g) Upon request of the Licensee, Licensor shall permit the Licensee to perform the appropriate make-ready surveys for the pole attachments requested by Licensee; provided, however, that any such surveys performed by Licensee shall be subject to the review of the Licensor, and in the event Licensor determines that any such survey is inaccurate or contains significant or numerous violations or errors, the Licensor, at its option, may reperform such survey or direct the Licensee to reperform such survey, at the sole cost, expense and liability of the Licensee; and provided, further, that Licensor may in its discretion rescind this option to permit Licensee to perform make-ready surveys in the event that Licensor is not satisfied with make-ready surveys performed by Licensee in connection with this Agreement.

ARTICLE VIII

OCCUPANCY OF CONDUIT SYSTEM

(a) When an application in the form of Exhibit C is submitted by Licensee for a license to place its cables, equipment and facilities in the conduit system of Licensor, Licensor will advise Licensee of the availability of conduit space. In determining the availability of space in Licensor's conduit system, Licensor will consider its present and foreseeable communications and maintenance needs for conduit space. If conduit space is available, a license to occupy the conduit system will be granted to Licensee; provided, however, that Licensor will not warrant the condition of such conduit system.

(b) Licensor reserves the right to exclude cable, equipment and facilities of Licensee from manholes in Licensor's conduit system, or to limit the type, number and size of Licensee's cable, equipment and facilities which may be placed in any of Licensor's manholes.

(c) In the event Licensor determines that any conduit of the Licensor which the Licensee desires to occupy is inadequate or otherwise needs rearrangement of the existing facilities therein to accommodate the additional facilities of Licensee in accordance with the specifications set forth in Appendix 3, Licensor will indicate on the application (Exhibit C) the changes necessary to provide adequate conduit space and the estimated cost thereof to Licensee and return it to Licensee. If Licensee desires that such changes be made and returns the application marked to so indicate, Licensor will make such

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changes and Licensee shall pay Licensor in accordance with the terms of Appendix 1. Licensee shall also reimburse the owner or owners of other facilities occupying said conduit for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's facilities. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for the rearrangement of facilities in Licensor's conduit by reason of the use of any of the conduit space so acquired by Licensor or other authorized user.

(d) Should Licensor need for its own service requirements any of the space occupied by Licensee's cable, equipment and facilities located in Licensor's conduit system, Licensee will be notified that it shall either surrender its license for that portion of Licensor's conduit system, and, at its expense, vacate the space occupied by its said cable, equipment or facilities, or, if Licensor advises Licensee that Licensee's cable, equipment and facilities can be accommodated otherwise in Licensor's conduit system, Licensee shall authorize Licensor to rearrange Licensee's cable, equipment and facilities in the manner in which Licensee's cable, equipment and facilities can be accommodated at the expense of Licensee.

(e) Where emergency needs of Licensor require, (i.e., an imminent threat is posed to the health or safety of persons or property or to the provision of uninterrupted service) Licensor may, without incurring any liability, remove the cables, equipment and facilities of Licensee from Licensor's conduit system, at Licensee's expense. As soon as practicable thereafter, Licensor will make arrangements for the relocation or restoration of Licensee's cables, equipment and facilities in Licensor's conduit system at Licensee's expense.

ARTICLE IX

OCCUPANCY OF TRENCH SYSTEMS

(a) When an application in the form of Exhibit D is submitted by Licensee for a license to place its cables, equipment and facilities in the trench system of Licensor, Licensor will advise Licensee of the availability of trench space. In determining the availability of space in Licensor's trench system, Licensor will consider its present and foreseeable communications and maintenance needs for trench space. If trench space is available, a license to occupy the trench system will be granted to Licensee provided, however, that Licensor will not warrant the condition of such trench system.

(b) Licensor reserves the right to exclude cable, equipment and facilities of Licensee from manholes and ducts in Licensor's trench system, or to limit the type, number and size of Licensee's cable, equipment and facilities which may be placed in any of Licensor's manholes or ducts.

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(c) In the event Licensor determines that any trench of the Licensor which the Licensee desires to occupy is inadequate or otherwise needs rearrangement of the existing facilities therein to accommodate the additional facilities of Licensee in accordance with the specifications set forth in Appendix 1V, Licensor will indicate on the application (Exhibit D) the changes necessary to provide adequate trench space and the estimated cost thereof to Licensee and return it to Licensee. If Licensee desires that such changes be made and returns the application marked to so indicate, Licensor will make such changes and Licensee shall pay Licensor in accordance with the terms of Appendix 1. Licensee shall also reimburse the owner or owners of other facilities occupying said trench for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's facilities. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for the rearrangement of facilities in Licensor's trench by reason of the use of any of the trench space so acquired by Licensor or other authorized user.

(d) Should Licensor need for its own service requirements any of the space occupied by Licensee's cable, equipment and facilities located in Licensor's manholes and ducts of the trench system, Licensee will be notified that it shall either surrender its license for that portion of Licensor's trench system, and, at its expense, vacate the space occupied by its said cable, equipment or facilities, or, if Licensor advises Licensee that Licensee's cable, equipment and facilities can be accommodated otherwise in Licensor's trench system, Licensee shall authorize Licensor to rearrange Licensee's cable, equipment and facilities in the manner in which Licensee's cable, equipment and facilities can be accommodated at the expense of Licensee.

(e) Where emergency needs of Licensor require, (i.e., an imminent threat is posed to the health or safety of persons or property or to the provision of uninterrupted service), Licensor may, without incurring any liability, remove the cables, equipment and facilities of Licensee from Licensor's trench system, at Licensee's expense. As soon as practicable thereafter, Licensor will make arrangements for the relocation or restoration of Licensee's cables, equipment and facilities in Licensor's trench system at Licensee's expense.

ARTICLE X

CONSTRUCTION AND MAINTENANCE OF FACILITIES

(a) Licensee shall, at its own expense, make and maintain its pole attachments in a safe condition and in thorough repair, and in a manner acceptable to Licensor and so as not to conflict with the use of said poles by Licensor or by other authorized users of said poles, or interfere with other facilities thereon or which may from time to time be placed thereon. Licensee shall, at its own expense, upon ten (10) business days notice from Licensor, relocate or replace its facilities placed on said poles, or transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may ar-

range to relocate or replace the attachments placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles or of the facilities thereon or which may be placed thereon, and Licensee shall reimburse Licensor for the expense thereby incurred. Attachments of Licensee to poles of Licensor as mentioned herein shall be understood to include attachments of Licensee in space reserved for Licensor, or space which Licensor has the right to use, on poles of other companies with which Licensor now has or may hereafter have agreements for joint use and occupancy; and the use of such space by Licensee shall be subject to the terms and conditions of the agreements between Licensor and said other companies.

(b) Licensee's cable, equipment and facilities shall be placed in, removed from, relocated in or maintained in Licensor's conduit or trench system only when specific authorization for the work to be performed and approval of the person, firm or corporation that will perform the work, has been obtained in writing in advance from Licensor. Licensor retains the right to specify what, if any, work shall be performed by Licensor.

(c) In each instance where Licensee's cable, equipment and facilities are to be placed in Licensor's conduit or trench system, Licensor shall specify, among other things, the cable configuration and location of Licensee's cable, equipment and facilities, the particular duct of the conduit or trench such cable will occupy, and the location where and manner in which Licensee's cable will enter and exit Licensor's conduit or trench system.

(d) Licensor's manholes or trenches shall be opened only as permitted by Licensor's authorized employees or agents. Licensee shall be responsible for obtaining any necessary permits from Federal, State, County, Municipal or other local authorities to open manholes or trenches and to conduct the work operations. Licensee's employees, agents or contractors will be permitted to enter or work in Licensor's manholes or trenches only when an authorized agent or employee of Licensor is present. In cases of emergency, Licensor shall arrange for the presence of such required employee or agent as soon as practicable. Licensor's said agent or employee shall have the authority to close down Licensee's work operations in and around Licensor's manholes or trenches if, in the sole discretion of said agent or employee, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents or contractors. Licensee agrees to pay, in accordance with the terms and conditions of Appendix 1, the full cost of having Licensor's agent or employee present when Licensee's work is being done in Licensor's manholes or trenches. The presence of Licensor's authorized agent or employee shall not relieve Licensee of its responsibility to conduct all of its work operations in and around Licensor's manholes or trenches in a safe and workmanlike manner, and in accordance with the terms of Appendix 3, and Appendix 4, nor shall his presence relieve Licensee of its obligation to indemnify and defend Licensor under the provisions of Article XIII hereof.

PAGE 15 OF 42**ARTICLE XI****TERMINATION OF LICENSES**

(a) Upon notice from Licensor to Licensee that the use of any pole, conduit or trench system is not authorized by Federal, State, County or Municipal authorities or private property owners, the license covering the use of such pole, conduit or trench system shall immediately terminate and shall be surrendered and Licensee shall remove its cables, equipment and facilities at once from the affected pole or poles or shall make arrangements for the removal of its cable, equipment and facilities from the affected portion of Licensor's conduit or trench system at Licensee's expense.

Upon 90 days notice from Licensor to Licensee that any pole, conduit or trench system, or portion thereof, which is subject to any license granted hereunder to Licensee will no longer remain in service by Licensor and will not be replaced, maintained, or continued in use by Licensor, or that Licensor's rights, title or interest therein or as to the space licensed to Licensee shall for any reason terminate, expire or otherwise be conveyed or relinquished, the license covering the use of such pole, conduit or trench system shall terminate upon the expiration of 90 days from the date of such notice and shall be surrendered. On or before such termination of license, Licensee shall remove its cables, equipment and facilities from the affected pole or poles or shall make arrangements for the removal of its cable, equipment and facilities from the affected portion of Licensor's conduit or trench systems at Licensee's expense (unless such poles, conduit or trench systems are then owned and operated by another entity and Licensee enters into an agreement with such other entity permitting Licensee's continued use thereof, but in no event shall Licensor have any obligations or liabilities whatsoever in connection therewith following such termination of license). As to any of such Licensor's poles, conduit or trench systems which Licensor will not replace, maintain or continue in use and for which, as stated above, licenses granted hereunder shall terminate, Licensor shall, in those instances in which Licensor does not wish to retain any rights, title or interest, permit Licensee to purchase same provided the parties agree on mutually acceptable terms, conditions and price of such sale.

(b) Licensee may at any time remove its facilities from any pole of Licensor, but shall immediately give Licensor written notice of such removal and surrender of license in the form of Exhibit E, hereto attached and made a part hereof. If Licensee surrenders its license but fails to remove its facilities from Licensor's poles, Licensor shall have the right to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities. In the event the Licensee's cables, equipment and facilities shall be removed from any pole as provided by this Article, no attachment shall again be made to such pole unless Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

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(c) If Licensee desires to terminate its license for the right to occupy any part of Licensor's conduit system, Licensee shall give Licensor written notice of such surrender in the form of Exhibit F, hereto attached and made a part hereof. In such event, Licensee shall make arrangements with Licensor for the removal of Licensee's cables, equipment and facilities from the part of Licensor's conduit system at Licensee's expense. In the event that Licensee's cables, equipment and facilities shall be removed from Licensor's conduit system as provided by this Article, no cable, facilities or equipment shall again be placed in that part of such conduit system unless Licensee shall have first complied with all of the provisions of this Agreement as though no cables, equipment and facilities of Licensee had previously been placed in that part of Licensor's conduit system.

(d) If Licensee desires to terminate its license for the right to occupy any part of Licensor's trench system, Licensee shall give Licensor written notice of such surrender in the form of Exhibit G hereto attached and made a part hereof. In such event, Licensee shall make arrangements with Licensor for the removal of Licensee's cables, equipment and facilities from that part of Licensor's trench system at Licensee's expense. In the event that Licensee's cables, equipment and facilities shall be removed from Licensor's trench system as provided by this Article, no cable, facilities or equipment shall again be placed in that part of such trench system unless Licensee shall have first complied with all of the provisions of this Agreement as though no cables, equipment and facilities of Licensee had previously been placed in that part of Licensor's trench system.

ARTICLE XII

INSPECTIONS OF LICENSEE'S INSTALLATIONS

(a) The parties understand that post-installation inspections shall be performed by Licensor at the sole expense of Licensee to ensure that Licensee's attachments, installations or other work has been performed in accordance with all applicable requirements. Thereafter, Licensor reserves the right to make periodic inspections of any part of the cable, equipment and facilities of Licensee on its poles and in its conduit or trench systems and in the vicinity of such cable, equipment and facilities; and Licensee shall reimburse Licensor for the expense of such inspections in accordance with the terms and conditions of Appendix 1. Inspections will not be made more often than once every three (3) years and upon notice to Licensee unless, in Licensor's judgment, such inspections are required for reasons involving safety or are required because of a violation of the terms of this Agreement by Licensee. The charge for the inspection shall be in accordance with the terms and conditions of Appendix 1. The making of such inspections or the failure to do so shall not operate to impose upon Licensor any liability of any kind whatsoever nor relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

(b) If any cable, equipment and facilities of Licensee shall be found on a pole or within a conduit or trench system for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may (1) impose a charge, and (2) require Licensee to remove such cable, equipment and facilities forthwith or Licensor may remove them without liability and the expense of removal shall be borne by Licensee. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning with the date of this Agreement, whichever period shall be the shorter; and the fee, at the appropriate rate as shown in Appendix 1, for each year and for any portion of a year contained in such period, shall be due and payable forthwith. Any such fee imposed by Licensor shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by Licensor with regard to said fee or said unlicensed use shall be deemed as a ratification or the licensing of the unlicensed use, and if any license in the form of Exhibits B, C or D should subsequently be issued, after application and payment of the application fee therefor, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

ARTICLE XIII

LIABILITY AND DAMAGES

(a) Each party to this Agreement shall be liable for, and shall defend, indemnify and save the other party harmless from and against, any and all claims, demands, liabilities, and expenses (including attorney's fees) for injuries to any persons, including death, or damage to any property to the extent caused by or arising in connection with the fault or negligence of such party, or its employees, agents or subcontractors, or the failure to comply with any applicable specifications or requirements of this Agreement by such party, or its employees, agents or subcontractors, or such party's cable, equipment, or facilities; provided, however, that in the event any such injury or damage shall be caused by the joint or concurrent negligence or fault of the Licensor and Licensee, then the liability for same shall be borne by both Licensor and Licensee to the extent of and in proportion to their respective fault or negligence, in accordance with applicable law; provided further, however, that neither party shall be obligated to defend, indemnify, or save harmless the other party from or against any claims or demands for any injuries, damage or loss that may be made by any employee of Licensor or Licensee against said employee's employer under any applicable Workers' Compensation law or under any plan for employees' disability or death benefits, except, and to the extent that, such injury, damage or loss to said employee of Licensor or Licensee is determined to have been caused by the fault or negligence of the non-employer party to this Agreement.

In the event that any injury, damage, or loss to any persons or property arising in connection with any of Licensor's poles licensed hereunder and/or any cables, equipment or facilities attached thereto, or any work, installation, maintenance, removal, use, occupancy or operation thereof or thereon, is determined to have been caused by the concurrent fault or negligence of Licensor and Licensee and the respective liability of the parties is incapable of being apportioned by agreement of the parties, litigation, or otherwise, then the Licensor and Licensee agree that any such liability for such damage, injury or loss, including reasonable costs and expenses incurred in connection with such claim, shall be borne by Licensor and Licensee in the same proportion as the total pole space of that pole with respect to which such liability arises is allocated to Licensor and Licensee for purposes of calculating the annual pole rental charges hereunder.

(b) Licensee shall also indemnify, protect and save harmless Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's facilities, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacturer, use and operation of Licensee's equipment whether arising from the use of Licensee's equipment in combination with Licensor's poles, conduit system, trench system or otherwise.

(c) Licensee and Licensor shall exercise reasonable precautions to avoid damaging the cables, equipment and facilities of each other and of others occupying Licensor's poles and conduit or trench systems, and Licensee and Licensor shall be responsible for any and all such property damage it causes to the others' facilities. Each party shall make an immediate report to each other of the occurrence of any such damage and hereby agrees to reimburse the respective owners for the expense incurred in making repairs.

(d) Licensee agrees to maintain during the term of this Agreement all such insurance and/or bonds required by law or this Agreement, including such insurance as will cover and include the entire obligation assumed by Licensee pursuant to the indemnification provisions above and all other provisions of this Agreement, and such insurance as will protect Licensee from claims and liability under Workers Compensation Act and other claims and liability for damages including bodily injury and property damage which may arise from operations under this Agreement. Licensee shall maintain the following minimum insurance coverages for the entire term of this Agreement and shall supply proof of such coverage to Licensor prior to commencement of any performance hereunder:

(i) **Comprehensive General Liability (CGL) including: Premises - Operations, Products/Completed Operation Hazard, Blanket Contractual Insurance, Broad Form Property Damage, Independent Contractors, Personal Injury.**

Bodily Injury and Property Damage Combined. - (\$1,000,000 each occurrence)

(ii) **Automobile Liability - Comprehensive Form.**

Bodily Injury and Property Damage Combined - (\$1,000,000 each person, each accident)

(iii) **Worker's Compensation - (As required by New Jersey State Statute)**

and

Employers' Liability - (Minimum \$100,000)

(iv) **Excess Liability**

Commercial Umbrella Form - (\$1,000,000)

Such insurance and the evidence submitted thereof shall provide that the insurance will not be cancelled or be changed except after 60 days' written notice to Licensor. Proof of insurance renewal shall also be submitted to Licensor not less than 30 days prior to expiration of such insurance coverage.

(e) It is further agreed that with respect to any other utility with whom Licensor has a joint use agreement and which occupies or is attached to the facilities governed hereunder, Licensee assumes all the liabilities and obligations set forth hereinabove in Paragraphs (a) and (d) that it would have if said utility were the Licensor named in said Paragraphs (a) and (d) hereinabove and were a signatory.

(f) Notwithstanding any other provision of this Agreement, in no event shall Licensor or Licensee be liable to the other for any special, indirect, incidental or consequential damages, such as but not limited to any interruption to service of Licensee or Licensor or for interference with the operation of the cables, equipment and facilities of Licensor or Licensee, claims of Licensor's or Licensee's customers for loss of service, or loss of revenues or profits arising in any manner, whether remedy is sought in contract, tort (including negligence), strict liability or otherwise.

PAGE 20 OF 42**ARTICLE XIV****LICENSE NOT EXCLUSIVE**

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

ARTICLE XV**ASSIGNMENT OF RIGHTS**

(a) Licensee shall not assign or transfer the privileges contained in this Agreement without the prior consent in writing of Licensor, which shall not be unreasonably withheld.

(b) Subject to the provisions of Paragraph (a) hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

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

ARTICLE XVI**WAIVER OF TERMS AND CONDITIONS**

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

ARTICLE XVII**TERMINATION OF AGREEMENT FOR DEFAULT**

(a) If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or non-compli-

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ance, Licensor may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the poles, conduit or trench systems as to which such default or non-compliance shall have occurred, provided, however, that if such default or non-compliance pertains only to certain poles, conduit or trench systems, then only the licenses with respect to such poles, conduit or trench systems shall be subject to termination by Licensor under this paragraph (a).

(b) The Licensor shall have the right to terminate this entire Agreement, or individual licenses granted hereunder, without notice:

- (1) If the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or
- (2) If any permit or other authorization which may be required by any governmental authority for the operation or maintenance of Licensee's cables, equipment and facilities on Licensor's poles or conduit system is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition of continued operations; or

(3) If Licensee defaults under Article IV:

provided, however, that if such default or non-compliance pertains only to certain poles, conduit or trench systems, then only the licenses with respect to such poles, conduit or trench systems shall be subject to termination by Licensor under this paragraph (b); and provided, further, that if Licensee cures such default or non-compliance within fifteen (15) days after termination under this paragraph (b), then such licenses terminated under said provisions (b)(1), (b)(2), or (b)(3) shall be reinstated.

(c) If the insurance carrier shall at any time notify Licensor that the policy or policies of insurance, as provided under Article XIII hereof, will be cancelled or changed so that the requirements of Article XIII will no longer be satisfied, then all licenses under this Agreement shall cease and terminate upon the effective date of such cancellation; provided, however, that if Licensee cures such default and complies with the requirements of said Article XIII within fifteen (15) days thereafter, said licenses terminated pursuant to this paragraph (c) shall be reinstated.

ARTICLE XVIII

TERM OF AGREEMENT

This Agreement shall become effective upon its execution and if not terminated in accordance with any other provisions of this Agreement shall continue in effect for a term of one (1) year. Either party may terminate this Agreement at the end of the said term by giving to the other party written notice of an intention to terminate the Agreement at least six (6) months prior to the end of the said term; but, upon failure to give such notice, this Agreement shall continue in force upon the same terms and conditions for

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one (1) year periods thereafter, until terminated by either party at the end of any current term by giving to the other party written notice of an intention so to terminate the Agreement at least six (6) months prior to the end of such term. Upon expiration or termination of the Agreement in accordance with any of its terms, all outstanding licenses shall terminate and shall be surrendered and Licensee shall immediately remove its cables, equipment and facilities from all poles, conduit or trench systems of Licensor. If not so removed, Licensor shall have the right to remove Licensee's cable, equipment and facilities at the cost and expense of Licensee and without any liability therefor.

ARTICLE XIX

NOTICES

Notices under this Agreement may be given by posting the same in first class mail to the Licensor as follows:

Director - CEA
New Jersey Bell Telephone Company

and to the Licensee as follows:

Name _____
Company _____
Address _____
City and State _____