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April 26, 2005

VIA OVERNIGHT MAIL

Board of Selectmen
Town of Deerfield
8 Conway Street
Deerfield, MA 01373

Re: Deerfield Renewal Cable Television License

Dear Chairman and Members of the Board:

Enclosed please find one (1) fully executed original of the Cable Television Renewal License between the Town of Deerfield and Comcast of Massachusetts II Inc. As you know, the term is for ten (10) years, which commenced on April 8, 2005 and will expire at midnight on April 7, 2015.

If you have any questions, please feel free to contact me. Thank you.

Sincerely,

Ronni A. Summerton
Franchising Manager

/ras

Enc.

cc: William H. Solomon, Esq. – Attorney at Law (2nd original)
Brian Merrick - Massachusetts Cable Television Division Municipal Liaison
Nick Leuci - Comcast Regional Director of Government and Community Relations (3rd original)
Daniel Glanville - Comcast Director of Government and Community Relations (4th original)
Stephen Fitzgibbons - Comcast Manager of Government and Community Relations
Comcast Accounting Department
Comcast Division Franchising Department



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Customers with a Daily Pickup

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<p style="text-align: right;">LTR 1 OF 1</p> <p>DENISE MASON 603-695-1492 COMCAST 000399 676 ISLAND POND ROAD MANCHESTER NH 03109</p> <p>SHIP TO: BOARD OF SELECTMEN 413-665-4645 COMCAST 8 CONWAY ST. S DEERFIELD MA 01373-1021</p>	<p style="font-size: 2em; font-weight: bold;">MA 013 0-01</p> 	<p style="font-size: 2em; font-weight: bold;">UPS NEXT DAY AIR</p> <p>TRACKING #: 1Z V95 442 01 9787 7166</p>	
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RENEWAL
CABLE TELEVISION LICENSE

GRANTED TO
COMCAST OF MASSACHUSETTS II, INC.

By
THE BOARD OF SELECTMEN
TOWN OF DEERFIELD
MASSACHUSETTS

Effective Date
April 8, 2005

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A G R E E M E N T

This Cable Television Renewal License entered into this 7th day of April, 2005, by and between the Board of Selectmen of the Town of Deerfield, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts II, Inc. ("Comcast").

WITNESSETH

WHEREAS, Comcast of Massachusetts II, Inc., (hereinafter "Comcast" or "Licensee"), is the duly authorized holder of a Cable Television Renewal License to construct, maintain and operate a Cable Television System in the Town of Deerfield, Massachusetts (hereinafter the "Town").

WHEREAS, Comcast filed a written request for a renewal of its license pursuant the Cable Communications Policy Act of 1984, as amended, and filed a renewal proposal with the Issuing Authority of the Town of Deerfield.;

WHEREAS, there has been an opportunity for public comment, and ascertainment has been conducted to ascertain the future cable-related needs of the community, as provided for pursuant to Section 626 of the Cable Communication Policy Act;

WHEREAS, the Board of Selectmen, as Issuing Authority and Comcast did engage in good faith negotiations and did agree on terms and provisions for Comcast's continued operation of its Cable Television System in the Town of Deerfield; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Deerfield to grant a non-exclusive Renewal License to Comcast.

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, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein. 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 Deerfield resident and/or any Persons affiliated with an Deerfield institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established by the Town and/or its designee for such use.

(2) Access Channel: A video channel which the Licensee owns and shall make available for use by the Town, its designee(s) and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, and educational institutions and similar organizations.

(3) Access Corporation: the entity which may be designated by the Issuing Authority of the Town of Deerfield from time to time, for the purpose of operating and managing the use of public, educational and governmental access facilities and channels on the Cable Television System.

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

(5) Basic Cable Service or Basic Service: That service tier required and defined by applicable federal law or regulation.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Communications Act (the “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. 56 (1996) (the Telecommunications Act of 1996).

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

- (9) Cable Service: (A) The one-way transmission to Subscribers of (i) Video Programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.
- (10) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.
- (11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.
- (12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.
- (13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand and/or control reception capacity and/or unscrambled coded Signals distributed over the Cable System.
- (14) Department of Public Works ("DPW"): The Highway Department of the Town of Deerfield, Massachusetts.
- (15) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (16) Drop or Cable Drop: The cable that connects each home or building to the Feeder Line of the Cable System.
- (17) Educational Access Channel: A specific channel(s) on the Cable System owned by the Licensee and made available for use by the Licensee to Deerfield educational institutions and/or educators, including the Frontier Regional and Union 38 School Districts ("School Districts"), wishing to present non-commercial educational Video Programming and information to the public, and managed and operated by the Issuing Authority or its designee(s).
- (18) Effective Date (the "Effective Date"): April 8, 2005.
- (19) FCC: The Federal Communications Commission, or any successor agency.
- (20) Government Access Channel: A specific channel(s) on the Cable System owned by the Licensee and made available for use by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial Video Programming and/or information to the public, and managed and operated by the Issuing Authority or its designee(s).
- (21) Gross Annual Revenues: Revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable System for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all Pay-Per-View, Pay Cable and Premium Service revenues; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection,

downgrade, upgrade, and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Cable Service Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate 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 for said Affiliate'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 derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(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) Hub or Hub-site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk.

(24) Issuing Authority: The Board of Selectmen of the Town of Deerfield, 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 Deerfield, which shall have the meaning as set forth in Section 622 (g) of the Cable Act and M.G.L Chapter 166A.

(27) Licensee: Comcast of Massachusetts II, Inc., a Delaware Corporation, or any successor or transferee in accordance with the terms and conditions in the Renewal License.

(28) Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.

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

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

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

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

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

(34) PEG Access channels: Any channel(s) owned by the Licensee and made available for use for the presentation of PEG Access Programming.

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

(36) Prime Rate: The prime rate of interest, at the Federal Reserve Bank of Boston.

(37) Public Access Channel: A specific channel(s) on the Cable System owned by the Licensee and made available for the use of Deerfield residents and/or organizations wishing to present non-commercial Video Programming and/or information to the public, and managed and operated by the Issuing Authority or its designee(s).

(38) Public Buildings: Those buildings owned, occupied, and used by the Town for government administrative purposes, and shall not include buildings owned by the Town but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(39) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenue, 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) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

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

(44) Standard Installation: An aerial or underground installation with up to a two hundred foot (200') Drop connection.

(45) State: The Commonwealth of Massachusetts.

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

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

(48) Town: The Town of Deerfield, Massachusetts.

(49) Town Counsel: The Town Counsel of the Town of Deerfield, Massachusetts.

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

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

(52) 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.

(53) 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 Deerfield, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of Deerfield.

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

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

Section 2.2 - TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on April 8, 2005, and shall expire on April 7, 2015, unless sooner terminated as provided herein or surrendered.

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 Deerfield; 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. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome 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), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4 - POLICE AND REGULATORY POWERS

(a) By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable Department of Public Works regulations, and any lawful by-laws and/or regulations enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

(b) The Issuing Authority shall notify the Licensee of any proposed changes in by-laws and/or regulations pertaining to any material aspect of the Cable System operation hereunder, and shall provide copies of such proposed by-laws to the Licensee upon the Licensee's written request.

Section 2.5 - REMOVAL OR ABANDONMENT

Upon termination of the Renewal License, or of any renewal thereof by passage of time or otherwise, unless: (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible as soon as practicable. If such removal is not complete within six (6) months of 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 the 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.

(b) Pursuant to 207 CMR 4.04, as it may be amended, and applicable federal law in considering a request to transfer control of the Renewal License, the Issuing Authority shall 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 may consider any other criteria allowable under federal and state law and regulation.

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

(d) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

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

(f) 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 this 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 the Renewal License.

(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, subject to Sections 4.1 and 4.2 of this Renewal License, a Subscriber Network of at least 750 MHZ. Said Cable System shall be fully capable of carrying a minimum of seventy-eight (78) video channels in the downstream direction.

(b) The Licensee shall install and maintain, throughout the term of the Renewal License, standby power at its Headend. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators and shall become automatically activated upon the failure of the Licensee's normal power supply.

(c) The Licensee shall transmit all of its Signals to Deerfield Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

Section 3.2 - 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.

Section 3.3 - EMERGENCY ALERT OVERRIDE CAPACITY

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

Section 3.4 - SYSTEM TECHNICAL SPECIFICATIONS

The Cable Television System shall conform to the FCC technical specifications.

Section 3.5 - CONVERTER BOX/REMOTE

Pursuant to applicable law, upon availability, and if economically feasible, the Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services. The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1 – AREA TO BE SERVED

(a) The Licensee shall make its Cable Service available to all residents of the Town, within fifteen (15) days of a request therefor, subject to paragraphs (b) and (c), and Section 4.2 and Section 4.3 below and provided that the Licensee is able to obtain any necessary easements and/or permits.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred feet (200') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than two hundred (200) aerial feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges plus a reasonable return on investment in addition to the Standard Installation charge.

(c) Underground installation shall be considered standard and therefore subject to standard underground installation rates within two hundred feet (200') of the existing Cable System plant, provided no Trunk and Distribution System construction is required and sub-surface is dirt or similar soft surface. Underground installations within two hundred feet (200') of the existing Cable System plant requiring Trunk and Distribution System construction or involving hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment in addition to the standard installation charge.

Section 4.2 - LINE EXTENSION POLICY

(a) Consistent with Section 4.1(b) above, the Cable Television System shall be extended automatically, at the Licensee's sole cost and expense, to any and all areas of the Town's Public Ways containing fifteen (15) dwelling units or more per aerial mile or thirty-five (35) dwelling units or more per underground mile both measured from the Licensee's Trunk and Distribution System or fractional proportion thereof. The Licensee shall promptly apply for all necessary permits. Said service shall be made available and fully activated to requesting dwelling units no later than sixty (60) days after all necessary permits are obtained, subject to Force Majeure (including the performance of make ready).

(b) In new subdivisions where the utilities are underground, the density is twenty (20) homes per mile or greater, and is contiguous to the Licensee's Trunk and Distribution System, the Licensee shall construct its cable lines at no additional cost to Subscribers provided that the Licensee has at least ninety (90) days prior notice concerning the opening of trenching or the installation of conduit

