

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

Comcast of Massachusetts III, Inc.

Complainant,

v.

Peabody Municipal Light Plant and Peabody
Municipal Lighting Commission

Respondents.

D.T.C. 14- ____

AFFIDAVIT OF JAMES G. WHITE, JR.

I, James G. White, Jr., do hereby state:

1. I have been employed by Comcast since 2002, and currently am a Senior Director of Regulatory Affairs for the Northeast Division. My business address is 95 Wexford Street, Needham, MA 02494. Before joining Comcast, I worked for Continental Cablevision, MediaOne, and AT&T Broadband in various capacities in their legal departments.

2. Comcast of Massachusetts III, Inc. ("Comcast") is a franchised cable television operator authorized to construct lines across the public rights-of-way in Massachusetts pursuant to G.L. c. 166, § 25A and 220 CMR § 45.02.

3. The primary purpose of Comcast's attachments to poles owned and/or controlled by Peabody Municipal Light Plant ("PMLP") is the transmission of intelligence by television, including cable television, and other communications services.

4. Comcast and PMLP are parties to an Aerial License Agreement ("Pole Agreement"). The Pole Agreement was originally executed in 1987 by Adams-Russell

Company, Inc., PMLP and New England Telephone and Telegraph Company, Inc. (now Verizon New England Inc.), and has subsequently been assigned to Comcast.

5. PMLP invoices Comcast for pole attachments in advance, on a quarterly basis.

6. Prior to the second quarter of 2011, PMLP invoiced Comcast annual pole attachment rental fees in accordance with the terms of the Pole Agreement, which provides for an automatic increase in attachment fees of \$0.20 per year for SO poles.

7. By letter dated March 3, 2011, PMLP proposed a new pole attachment agreement. Comcast never signed or agreed to PMLP's proposed agreement.

8. On September 2, 2011, Comcast, based on review by its counsel, responded to PMLP with proposed written revisions and questions in redline regarding PMLP's proposed agreement, including specifically requesting support for the proposed attachment fees. PMLP never responded to Comcast's redline of PMLP's proposed pole attachment agreement.

9. In 2013, the New England Cable and Telecommunications Association ("NECTA"), on Comcast's behalf, made inquiries to PMLP about how PMLP's pole attachment fees were derived. NECTA's attempts to persuade PMLP to follow Massachusetts law by applying the Massachusetts Formula were unsuccessful.

10. Since the second quarter of 2011, when PMLP unilaterally increased its pole attachment fee by 68%, PMLP has been on notice that Comcast did not agree with PMLP's pole attachment rates. After September 2011, when Comcast refused to sign or otherwise agree to PMLP's proposed agreement and specifically raised the issue of PMLP's pole attachment rates, PMLP has never responded directly to Comcast's concerns. NECTA's efforts to resolve the rate issues with PMLP on behalf of Comcast between April 2013 and February 2014 were unfruitful.

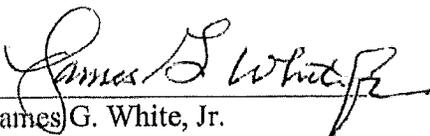
11. By letter dated February 17, 2014, Comcast again protested PMLP's pole attachment fees for the fourth quarter of 2013 and the first quarter of 2014 on the grounds that those fees exceed the amount permitted by law. PMLP has not responded to Comcast's letter.

12. Comcast in good faith paid PMLP's excessive invoices beginning in April 2011 while awaiting a response concerning PMLP's rate calculation and while attempting to reach an amicable resolution of the issues.

13. Comcast also is now processing payment to PMLP for the undisputed attachment fee amounts owed for the fourth quarter of 2013 and the first quarter of 2014. Comcast will remit payment to PMLP at the undisputed rate of \$12.33 per SO pole and \$6.78 per JO pole upon the completion of processing, subject to the outcome of this proceeding.

14. Although Comcast has diligently attempted to resolve this matter through negotiations, it is apparent that PMLP and Comcast are unable to agree on pole attachment fees.

I hereby declare that the statements contained in this Affidavit are true and correct to the best of my knowledge and belief.


James G. White, Jr.

March 19, 2014

List of Exhibits

Exhibit #	Description
1	D.P.U./D.T.E. 97-82, <i>Cablevision of Boston Company, et al. v. Boston Edison Company</i> , 1998 WL 35235111 (April 15, 1998)
2	D.T.E. 98-52, <i>A-R Cable Services, Inc., et al. v. Massachusetts Electric Company</i> (Nov. 6, 1998)
3	Comcast - PMLP Aerial License Agreement
4	PMLP pole attachment invoice to Comcast for 1Q2011
5	PMLP letter to Comcast dated March 3, 2011 proposing new pole attachment and PMLP's proposed new pole agreement
6	E-mail exchange between Comcast and PMLP regarding proposed new pole agreement and Comcast's redline of PMLP's proposed new pole attachment agreement (May 16, 2011 – September 2, 2011).
7	NECTA letter to PMLP dated April 11, 2013
8	PMLP letter to NECTA dated May 24, 2013
9	NECTA letter to PMLP dated June 4, 2013
10	PMLP pole attachment invoices to Comcast for 4Q2011 and 4Q2012
11	PMLP pole attachment invoice to Comcast for 4Q2013
12	PMLP pole attachment invoice to Comcast for 1Q2014
13	Comcast's calculation of PMLP's maximum lawful pole attachment fee using the Massachusetts Formula
14	PMLP's Annual Report for 2012 filed with the DPU
15	PMLP letter to NECTA dated February 3, 2014
16	Comcast letter to PMLP dated February 17, 2014