COMCAST

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MAY 10 2019
MASS. DEPT OF
TELECOMMUNICATIONS & CABLE

VIA OVERNIGHT MAIL

May 9, 2019

Town of Middlefield
Attn: Selectboard
188 Skyline Trail
Middlefield, MA 01243

Re: Middlefield, Massachusetts Cable Television License

Dear Middlefield Selectboard:

Enclosed please find one fully executed original of the Cable Television License between the Town of Middlefield and Comcast of Massachusetts II, Inc. As you know, the term is for a fifteen (15) year period, which commenced on March 25, 2019 and will expire at midnight on March 24, 2034.

If you have any questions about this or any other cable matter, please feel free to contact me at (413)730-4513.

Very truly yours

Eileen B. Leahy
Senior Manager of Government and Community Relations

Enclosure

cc: Shonda Green – Department of Telecommunications & Cable, Municipal Liaison
Dan Glanville - Comcast Vice President of Government & Regulatory Affairs

CABLE TELEVISION LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS II, INC.

BY

THE SELECTBOARD

OF THE

TOWN OF MIDDLEFIELD,

MASSACHUSETTS

TERM

March 25, 2019 – March 24, 2034

Table of Contents

INTRODUCTION **3**

ARTICLE 1 DEFINITIONS **4**

ARTICLE 2 GRANT OF LICENSE **8**
SECTION 2.1 - GRANT OF LICENSE 8
SECTION 2.2 - TERM: NON-EXCLUSIVITY 8
SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS 8
SECTION 2.4 - RENEWAL 9
SECTION 2.5 - RESERVATION OF AUTHORITY 9
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE 9

ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION **11**
SECTION 3.1 - AREA TO BE SERVED 11
SECTION 3.2 - CONSTRUCTION SCHEDULE 12
SECTION 3.3 - SUBSCRIBER NETWORK 12
SECTION 3.4 - EMERGENCY ALERT OVERRIDE CAPACITY 12

ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS **13**
SECTION 4.1 - SYSTEM MAINTENANCE 13
SECTION 4.2 - REPAIRS AND RESTORATION 13
SECTION 4.3 - CABLE LOCATION 14
SECTION 4.4 - TREE TRIMMING 14
SECTION 4.5 - DIG SAFE 14
SECTION 4.6 - DISCONNECTION AND RELOCATION 15
SECTION 4.7 - EMERGENCY REMOVAL OF PLANT 15
SECTION 4.8 - PROHIBITION AGAINST RESELLING OF SERVICE 15

ARTICLE 5 PROGRAMMING **16**
SECTION 5.1 - BASIC CABLE SERVICE 16
SECTION 5.2 - PROGRAMMING 16

ARTICLE 6 CUSTOMER SERVICE AND CONSUMER PROTECTION **17**
SECTION 6.1 - CUSTOMER SERVICE 17
SECTION 6.2 - PROTECTION OF SUBSCRIBER PRIVACY 17
SECTION 6.3 - EMPLOYEE IDENTIFICATION CARDS 17

ARTICLE 7 PRICES AND CHARGES **18**
SECTION 7.1 - PRICES AND CHARGES 18

ARTICLE 8 REGULATORY OVERSIGHT **19**
SECTION 8.1 - INDEMNIFICATION 19
SECTION 8.2 - INSURANCE 19
SECTION 8.3 - PERFORMANCE BOND 20
SECTION 8.4 - LICENSE FEES 20

SECTION 8.5 - REVOCATION OF LICENSE 20
SECTION 8.6 - NOTICE AND OPPORTUNITY TO CURE 21
SECTION 8.7 - TRANSFER OR ASSIGNMENT 22
SECTION 8.8 - REMOVAL OF SYSTEM 22
SECTION 8.9 - INCORPORATION BY REFERENCE 23
SECTION 8.10 - NO THIRD PARTY BENEFICIARIES 23

ARTICLE 9 MISCELLANEOUS 24

SECTION 9.1 - SEVERABILITY 24
SECTION 9.2 - FORCE MAJEURE 24
SECTION 9.3 - NOTICES 24
SECTION 9.4 - ENTIRE AGREEMENT 25
SECTION 9.5 - CAPTIONS 26
SECTION 9.6 - WARRANTIES 26
SECTION 9.7 - APPLICABILITY OF LICENSE 26

SIGNATURE PAGE 27

EXHIBIT A PROGRAMMING 28

MIDDLEFIELD LICENSE

INTRODUCTION

WHEREAS, The Issuing Authority elected on December 20, 2018, to accept the offer of Comcast of Massachusetts II, Inc. to design, build, own, operate, manage and maintain a broadband network in the Town of Middlefield, which offer is separate and distinct from the Cable Television License;

WHEREAS, Licensee's offer to design, build, own, operate, manage and maintain a broadband network in the Town of Middlefield was conditioned on the Issuing Authority granting Licensee a Cable Television License to construct, install, operate and maintain a Cable System in the Town;

WHEREAS, The Licensee submitted an Application in accordance with 207 CMR 3.00 et seq.

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act and 207 CMR 2.02; and

WHEREAS, the Issuing Authority has determined that the Licensee has substantially complied with the submission requirements contained in the application form prescribed by the Massachusetts Department of Telecommunications and Cable and the requirements of Massachusetts General Laws Chapter 166A §§ 3-5. The Issuing Authority further finds the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Cable Television License with Licensee for the construction and operation of a cable system on the terms and conditions set forth herein.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Cable Television 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 (MGL c.166A), as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service - shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(b) Cable Act - shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Service - shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(d) Cable Television System or Cable System - shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Middlefield, 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 a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an

open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(e) Department or DTC - shall mean the Massachusetts Department of Telecommunications and Cable established by Chapter 25C, Section 7 of the Massachusetts General Laws ("M.G.L.") and Chapter 19 of the Acts of 2007 or its successor.

(f) Drop - shall mean the cable that connects a home or building to the Subscriber Network.

(g) Effective Date - shall mean March 25, 2019, but in no event later than 2 months after the execution of the grant Disbursement Agreement between Licensee and MBI

(h) FCC - shall mean the Federal Communications Commission or successor governmental entity.

(i) Issuing Authority - shall mean the Board of Selectmen of the Town of Middlefield, Massachusetts, or the lawful designee thereof.

(j) License - shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(k) Licensee - shall mean Comcast of Massachusetts II, Inc., or any successor or transferee in accordance with the terms and conditions in this License.

(1) License Fee - shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Middlefield and or any other governmental subdivision, which shall have the meaning as set forth in MGL c. 166A, § 9.

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

(n) Outlet - shall mean an interior receptacle that connects a television set to the Cable Television System.

(o) Person - shall mean any natural person or any association, firm, partnership, joint venture, corporation. or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(p) Public Buildings - shall mean those buildings owned or leased by the Issuing Authority for municipal government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(q) Public Way - shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Middlefield which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Middlefield for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(r) Service Date - The date that the Licensee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Town. The Licensee shall memorialize the Service Date by notifying the Issuing Authority in writing of the same, and the date set forth in such notice shall become part of this License.

(s) Signal - shall mean any transmission which carries Programming from one location to another.

(t) Standard Installation - shall mean the standard two hundred fifty feet (250') aerial Drop connection to the Trunk and Distribution System

(u) Subscriber - shall mean a Person or user of the Cable System who lawfully receives Cable Service with Licensee's express permission.

(v) Subscriber Network - shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(w) Town - shall mean the Town of Middlefield, Massachusetts.

(x) Trunk and Distribution System - shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(y) Video Programming or Programming - shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF LICENSE

SECTION 2.1 - GRANT OF LICENSE

(a) Pursuant to the authority of MGL c. 166A, and the Cable Act, the Issuing Authority hereby grants a non-exclusive Cable Television License ("License") to Comcast of Massachusetts II, Inc., authorizing and permitting Licensee to construct, operate and maintain a Cable System in the Public Way within the municipal limits of the Town of Middlefield. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This License is granted under and in compliance with the Cable Act and MGL c. 166A, and in compliance with applicable rules and regulations of the FCC and the DTC in force and effect during the period for which this License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive License shall be for a period of fifteen (15) years and shall commence on March 25, 2019 and shall expire at midnight on March 24, 2034, unless the agreement is terminated pursuant to the provisions herein.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to MGL c. 166 §§ 22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License, the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL

(a) In accordance with the provisions of federal law, MGL c. 166A, § 13 and applicable regulations, this License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such modified or additional terms as Licensee and the Issuing Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this License and any present or future lawful exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses or other similar lawful authorizations to provide Cable Service or similar video services within the Town for the right to use and occupy the Public Ways or streets within the Issuing Authorities jurisdiction. If any such additional or competitive license or other similar authorization is granted by the Issuing Authorities which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this License, the Issuing Authority agrees that it shall amend this License to include any more favorable or less burdensome terms or conditions, following the procedures more specifically set forth in Section 2.6 (e), (f).

(b) In the event an application for a new cable television license or similar authorization is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority

shall serve a copy of such application upon any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) or similar authorizations shall be on equivalent terms and conditions as those contained in this License.

(d) The issuance of additional license(s) or similar authorizations to provide video services shall be subject to all applicable federal and state laws, including MGL c. 166A and applicable regulations promulgated thereunder.

(e) In the event that Licensee believes that any additional license(s) or similar authorizations to provide video services has been granted on terms or conditions more favorable or less burdensome than those contained in this License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from Licensee. Along with said written request, Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any such additional license(s) are on terms more favorable or less burdensome than those contained in this License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(f) Should Licensee reasonably demonstrate that any such additional license(s) or similar authorizations have been granted on terms and conditions more favorable or less burdensome than those contained in this License, the Issuing Authority shall make equitable amendments to this License within a reasonable time.

(g) Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. Licensee shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any existing or future service providers in Town of Middlefield have been provided relief by the Issuing Authority from any obligation of its cable television license. Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Licensee shall make Cable Service available to residential dwelling units within the Town of Middlefield as required by and pursuant to the requirements of the Grant Disbursement Agreement between Comcast and MassTech.(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial two hundred fifty feet (250') of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installations are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(c) After the initial area to be served identified in 3.1(a) has been constructed, Licensee shall upon request make Cable Service available to residential dwelling units within the Town where the minimum density is at least twenty (20) dwelling units per aerial mile and forty (40) dwelling units per underground mile, and provided any plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with the Cable Act. Licensee shall, upon request, make Cable Service available to multiple dwelling units (MDUs) where economically feasible and provided that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide Service to said MDU. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within two hundred fifty feet (250') of Licensee's Trunk and Distribution System. For non-Standard Installations, Licensee shall offer Cable Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by an abutting Town served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town.

SECTION 3.2 - CONSTRUCTION SCHEDULE

(a) The Licensee shall complete construction of the Cable System in accordance with the terms of the Grant Disbursement Agreement.

(b) Following the commencement of construction of the System, every three (3) months until the System is completed, the Licensee shall provide written reports to the Town detailing Licensee's progress in construction of the System and Licensee shall meet with the Town to discuss such progress upon reasonable request.

SECTION 3.3 - SUBSCRIBER NETWORK

Licensee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.4 - EMERGENCY ALERT OVERRIDE CAPACITY

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

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this License is granted shall be done in conformance with all applicable state and federal laws, bylaws/ordinances, codes and regulations of general applicability.

(c) Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing, Authority. However, prior to such repair or restoration the Town shall submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Licensee shall install its Cable System underground provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the License such public utility lines are required by generally applicable local ordinance or State law to be relocated aerially or underground, Licensee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way. In the event that such costs are not entitled to reimbursement, Licensee reserves the right to pass such costs through to subscribers to the extent allowed by applicable law.

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

SECTION 4.4 - TREE TRIMMING

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with MGL c. 87 and any Town bylaws/ordinances and regulations.

SECTION 4.5 - DIG SAFE

Licensee shall comply with all applicable "dig safe" provisions pursuant to MGL c. 82, § 40.

SECTION 4.6 - DISCONNECTION AND RELOCATION

(a) In accordance with applicable law, Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town Department acting in a lawful governmental capacity.

(b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority shall provide Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.8 — PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Licensee, any Cable Service, program or signal transmitted over the Cable System by Licensee.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

In accordance with applicable law, Licensee shall make available a Basic Cable Service tier to all Subscribers.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit A. Pursuant to federal law, all Video Programming decisions are at the sole discretion of Licensee.

(b) Licensee shall comply with 47 CFR 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the DTC's Rules and Regulations regarding notice of programming changes.

ARTICLE 6

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 6.1 - CUSTOMER SERVICE

Licensee shall comply with all customer service regulations of the FCC (47 CFR 76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Department as they exist or as they may be amended from time to time.

SECTION 6.2 - PROTECTION OF SUBSCRIBER PRIVACY

Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 6.3 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee photo identification card issued by Licensee.

ARTICLE 7

PRICES AND CHARGES

SECTION 7.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Issuing Authority acknowledges that under the Cable Act, certain license/franchise requirements, may be passed through to Subscribers.

ARTICLE 8

REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers and employees, from and against any liability or claims resulting from property damage or bodily injury that arise out of Licensee's construction, operation, maintenance or removal of the Cable System provided that the Issuing Authority shall give Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

SECTION 8.2 - INSURANCE

(a) Licensee shall carry Commercial General Liability insurance throughout the term of this License and any removal period pursuant to MGL c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts protecting, as required in this License, Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for bodily injury and property damage shall be no less than One Million Dollars ($1,000,000) per occurrence. The amount of such insurance for excess liability shall be Five Million Dollars ($5,000,000) in umbrella form.

(b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars ($1,000,000) per occurrence;

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this License. All expenses incurred for said insurance shall be at the sole expense of Licensee.

(d) Licensee shall provide Issuing Authority upon request with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 8.3 - PERFORMANCE BOND

Licensee has submitted and shall maintain throughout the duration of this License and any removal period pursuant to MGL c. 166A, §5(k) a performance bond in the amount of Twenty-Five Thousand Dollars ($25,000) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

(1) The satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of MGL c. 166A, § 5(a), (m) and (n);

(2) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with MGL c. 166A, § 5(g);

(3) The indemnity of the Town in accordance with MGL c. 166A, § 5(b); and

(4) The satisfactory removal or other disposition of the Cable System in accordance with MGL c. 166A, § 5(f).

SECTION 8.4 - LICENSE FEES

(a) During the term of the License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th. Pursuant to MGL c. 166A, § 9, this fee is currently fifty cents ($0.50) per Subscriber.

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this License and applicable law in excess of five percent (5%) of its gross annual revenues.

SECTION 8.5 - REVOCATION OF LICENSE

The License issued hereunder may, after due written notice and hearing per Section 8.6 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Department for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under MGL c. 166A, § 4;

(b) For failure to file and maintain the performance bond as described in Section 8.3 (Performance Bond) or to maintain insurance as described in Section 8.2 (Insurance);

(c) For repeated violations. as determined by the DTC, of commitments of the license as set forth in MGL c. 166A, § 5(j);

(d) For any transfer or assignment of the License or control thereof without consent of the Issuing Authority in violation of Section 8.7 herein;

(e) For repeated failure to comply with the material terms and conditions herein required by MGL c. 166A, § 5; and

SECTION 8.6 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any or several material provisions of this License, except as excused by Force Majeure, the Issuing Authority shall notify Licensee in writing, by certified mail, of the material provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Licensee shall report to the Issuing Authority, in writing, by certified or equivalent mail, at forty-five (45) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said default and reporting Licensee's progress until such default is cured.

(c) In the event that (i) Licensee fails to respond to such notice of default; and/or (ii) Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Licensee. Licensee shall be

provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 8.6(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 8.6(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 8.6(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 8.6(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 8.7 - TRANSFER OR ASSIGNMENT

This License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Department. If the Issuing Authority has not taken action on Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 8.8 - REMOVAL OF SYSTEM

Upon termination of this License or of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in. over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having

been abandoned. Notwithstanding the above, Licensee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

SECTION 8.9 - INCORPORATION BY REFERENCE

All presently and hereafter applicable conditions and requirements of federal and state laws, including but not limited to MGL c. 166A, and the rules and regulations of the FCC and the Department, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein.

SECTION 8.10 - NO THIRD PARTY BENEFICIARIES

Nothing in this License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this License.

ARTICLE 9

MISCELLANEOUS

SECTION 9.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 9.2 - FORCE MAJEURE

If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default to the Town during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, environmental restrictions, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, or any other cause or event not reasonably within Licensee's control.

SECTION 9.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be sent by certified or equivalent mail or other means providing for a receipt as proof of delivery to the following address or such other address as the Issuing Authority may specify in writing to Licensee:

Town of Middlefield
Attn: Selectboard
188 Skyline Trail
Middlefield, MA 01243

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Licensee may specify in writing to the Issuing Authority:

Comcast Cable Communications, Inc.
Attn: Government & Regulatory Affairs
3303 Main Street
Springfield, MA 01107

With copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 9.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties with respect to the operation of a cable system in the Town of Middlefield, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 9.5 - CAPTIONS

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of the License. Such sections shall not affect the meaning or interpretation of the License.

SECTION 9.6 - WARRANTIES

Licensee warrants, represents and acknowledges that, as of the Effective Date of this License:

(a) Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(b) Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this License, to enter into and legally bind Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;

(c) This License is enforceable against Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this License.

SECTION 9.7 - APPLICABILITY OF LICENSE

All of the provisions in this License shall apply to the Town, Licensee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS April DAY OF 17 2019.

TOWN OF MIDDLEFIELD, MA
By:

_____
Chairman, Selectboard

Judith Hoag
Selectboard Member

Selectboard Member

COMCAST OF MASSACHUSTTS II, INC.
By:

Michael C. Parker
Regional Senior Vice President
Western New England Region

EXHIBIT A

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.