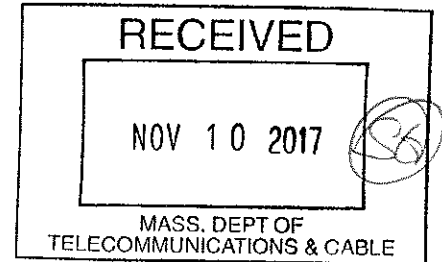




VIA OVERNIGHT MAIL

November 9, 2017



Board of Selectmen
Town of Montgomery
161 Main Road
Montgomery, MA 01085

Re: Town of Montgomery, MA, Massachusetts Cable Television Renewal License

Dear Honorable Members of the Board of Selectmen:

Enclosed please find one fully executed original of the Cable Television Renewal License between the Town of Montgomery, MA and Comcast of Massachusetts II, Inc. As you know, the term is for a fifteen (15) year period, which commenced on August 11, 2017 and will expire at midnight on August 10, 2032.

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: Sara Clark – 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 MONTGOMERY,
MASSACHUSETTS**

**TERM
August 11, 2017 – August 10, 2032**

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**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. 104-458, 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 Montgomery, 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

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 Montgomery 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 Montgomery 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/City – shall mean the Town of Montgomery, 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.

**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 Montgomery. 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 Cable Division 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 August 11, 2017, and shall expire at midnight on August 10, 2032, 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.

(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) In the event that Licensee demonstrates that an existing or future Cable Service provider or similar wireline based entity in the Town of Montgomery has been provided relief by the Issuing Authority from any obligation of its license or similar authorization, then Licensee shall be awarded an equivalent amount of relief from obligations herein. 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 Montgomery 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

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 Montgomery as required by the Grant Disbursement Agreement between Comcast and Massachusetts Technology Park Corporation doing business as the Massachusetts Technology Collaborative (“MassTech”) dated May 8, 2017 (“Grant Disbursement Agreement”).

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial two hundred fifty (250’) feet 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.

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 4.6 - 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 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 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 (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give Licensee timely (notice sufficient to avoid entry of a default judgment) written notice of its obligation to indemnify and defend the Issuing Authority within the timely 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.

- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated violations, as determined by the Cable Division, 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 9.9 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.

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.

(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 of Massachusetts II, Inc.
Attn: Government & Regulatory Affairs
3303 Main Street
Springfield, MA 01107

With copies to:

Comcast of Massachusetts II, 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 Montgomery, 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.

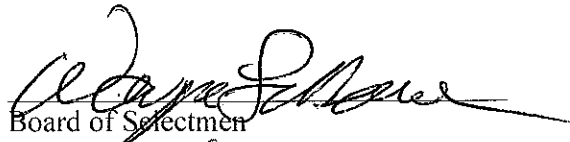
Cable Television License for the Town of Montgomery, MA
Term: August 11, 2017 – August 10, 2032 (15 yrs.)

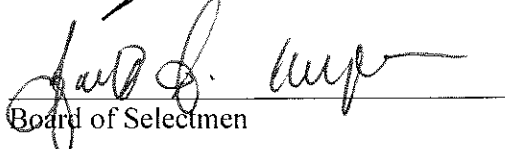
WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 11 DAY OF
August 2017.

TOWN OF MONTGOMERY, MA

By:

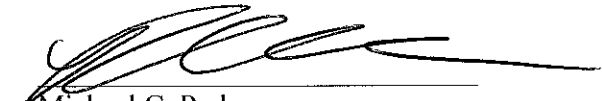

Chairman, Board of Selectmen


Board of Selectmen


Board of Selectmen

**COMCAST OF MASSACHUSETTS II,
INC.**

By:


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