

**AGREEMENT BETWEEN TOWN OF SHARON, CONNECTICUT AND  
COMCAST OF CALIFORNIA/CONNECTICUT/MICHIGAN FOR  
BROADBAND EXPANSION PROJECT**

This Agreement is dated as of the last date signed below between Town of Sharon, Connecticut, hereinafter referred to as the “Town” and Comcast of California/Connecticut/Michigan, hereinafter referred to as “Comcast,” each a “Party” and together, the “Parties.”

WHEREAS, Comcast currently owns, operates, manages and maintains broadband internet services within the Town through its Network authorized by the State of Connecticut in accordance with Comcast’s CCFA (as defined below);

WHEREAS, the Town and Comcast have identified residential and business properties within the Town that are not currently served by Comcast’s Network as more particularly shown on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Comcast identified the Project Area (as defined herein) and will provide a Project Scope (as defined herein) to support a “Project,” whereby Comcast will design, build, own, operate, manage, maintain a hybrid fiber coaxial expansion of the Network to the Project Area and in accordance with the Project Scope whereby Required Broadband Service (as defined herein) will be accessible by the residential and business properties identified on **Exhibit A** suitable for each property owner and/or occupant to obtain the same Required Broadband Service Comcast delivers to other property owners and/or occupants served by Comcast’s Network;

WHEREAS, the Town is authorized to expend funds consistent with the terms of this Agreement so that the residential and business addresses within the Project Area shown on Exhibit A are Serviceable by Comcast with Required Broadband Service within the timeframe and milestones provided in the Project Scope;

WHEREAS, the Town determined that the public interest is served by contracting with Comcast for such Project subject to and in accordance with the terms of this Agreement;

WHEREAS, Comcast agrees to undertake the Project subject to and in accordance with the terms of this Agreement; and

WHEREAS, the Town and Comcast intend to fund the Project with the Town contributing an amount not to exceed ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000) and Comcast funding the rest of the Project, subject to the terms of this Agreement.

Now THEREFORE, the Parties hereto do mutually agree as follows:

1. Definitions.
  - a) “Agreement” means this agreement entered by and between the Town and Comcast.
  - b) “ARPA” means the American Rescue Plan Act of 2021.

- c) "Certificate of Cable Franchise Authority" ("CCFA") means the grant of authority to own and operate its network in the public rights of way issued to Comcast on January 4, 2008, by the Connecticut Department of Public Utility Control in Docket 07-12-25.
- d) "Comcast" means Comcast of California/Connecticut/Michigan, a general partnership, with a business address of One Comcast Center, 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103-2838.
- e) "Confidential Information" means information, drawings, data, specifications, technical information, and other information or materials furnished or made available by the disclosing Party to the receiving Party that reasonably should be considered proprietary and/or confidential and/or that the disclosing Party has indicated is proprietary and/or confidential. Confidential Information does not include information that: (i) is in the possession or control of the Town at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of the Town; (iii) is received by the Town from a third party free to disclose it without obligation to Comcast; (iv) is independently developed by the Town without reference to Confidential Information; (v) subject to FOIA (as defined below); or (vi) this Agreement
- f) "Construction Period" means the period from the Effective Date through the date certified in writing by Comcast that the residents and businesses within the Project Area are all either Serviceable or wired all the way to the premises.
- g) "Effective Date" means the date that both parties have executed this Agreement.
- h) "Excusable Delay Event" means a delay that results from: (1) an event described in Section 14 of this Agreement that directly impacts Comcast's ability to achieve Final Completion of the Project; or (2) make-ready work that is not completed within six (6) months of Comcast's submission of a proper application for utility pole attachments.
- i) "Final Completion" means the date certified in writing by Comcast and accepted by the Town (such acceptance not to be unreasonably conditioned or withheld), that construction of the Network has been completed by Comcast and those residents and businesses within the Project Area are Serviceable.
- j) "Network" means the hybrid fiber coaxial cable communications network deploying DOCSIS 3.1 modems, or higher, in the Town.
- k) "Partial Completion" means the date certified in writing by Comcast and accepted by the Town (such acceptance not to be unreasonably conditioned or withheld), that construction of the Network has been completed by Comcast such that 125 residents and businesses within the Project Area are Serviceable.
- l) "Party" means either Comcast or Town.
- m) "Project" means the design, build, ownership, operation, management, and maintenance of the Network to the Project Area.
- n) "Project Area" means those state, town and private roads ("Roadways") that pass the residential and business addresses currently identified or prospectively identified pursuant

to Section 11 and 19 and listed on Exhibit A attached hereto and incorporated herein by reference.

- o) "Project Scope" means the services, timelines, milestones, reports, deliverables, payments, schedules and other information pertaining to the construction, installation, management and operation of the Network as more particularly set forth herein.
- p) "Required Broadband Service" means high speed internet service that reliably meets or exceeds 100Mbps download and at least 20 Mbps upload speeds and is scalable to a minimum of 100Mbps symmetrical for download and upload speeds based on future technology advances.
- q) "Required Permits" means the required authorizations or permissions Comcast must obtain to work in the public right of way, including but not limited to any necessary easements, permits, pole applications and/or permission from the owners of the property included in the Project Area.
- r) "Serviceable" means that a residential or business premises within the Project Area is passed by the Network and the occupants of such premises have access to Required Broadband Service consistent with the FCC definition as capable of receiving service within 7-10 days.
- s) "Town" means the Town of Sharon, Connecticut.

2. Term and Termination.

- a) This Agreement shall commence on the date of execution of both Parties and shall expire upon the date of Final Completion, unless terminated sooner in accordance with the provisions of this Agreement.
- b) This Agreement may be terminated for default by either Party, at any time, for a breach of any one or more material terms of this Agreement that the breaching Party fails to remedy in accordance with this clause. In the event of a breach of one or more material terms of this Agreement, the non-breaching Party must provide written notice of the breach(es) to the breaching Party. In the event that the breaching Party does not cure the breach(es) within thirty (30) calendar days from receipt of the non-breaching Party's written notice (or such longer time to which the Parties may agree), the non-breaching Party may terminate this Agreement, in whole or in part.
- c) Termination of this Agreement by either Party as permitted herein shall not limit the legal rights and remedies otherwise available to the terminating Party in law or equity.

3. Project Description. Comcast shall construct the Network to provide Required Broadband Service to those residential and business addresses identified in the Project Area. The Project Area passes residential and business addresses set forth in Exhibit A that currently lack access to a reliable wireline connection that delivers broadband internet speeds, making said locations unserved according to the criteria established by the United States Treasury pursuant to ARPA. The Project Area also passes addresses where the premises are currently passed by the Network, but the service line to provide the Required Broadband Service has not been completed to connect the premises to the Network. During the Construction Period, Comcast will provide the service line to

the premises in the Project Area at no extra construction expense to the property owner or the Town.

4. Performance of the Work.

- a) The Parties mutually agree and acknowledge that this Agreement is principally intended to extend access to and provision of Required Broadband Service over the same Network that delivers cable television service in the Town. In consideration of the Project funds and in accordance with the terms of this Agreement, Comcast shall undertake and complete the Project, which shall require Comcast to design, build, own, operate, manage and maintain the Network that will provide access to Required Broadband Service in the Project Area. Upon Final Completion, Comcast will operate the Network funded under this Agreement consistent with the terms of its CCFA.
- b) Comcast shall achieve Final Completion of the Project within six (6) months after receiving all Required Permits; provided, however, that the date for Final Completion will be extended for each day of delay caused by the occurrence of an Excusable Delay Event.
- c) Comcast acknowledges that it is solely responsible for all Project decisions, the preparation of all plans and specifications, and for developing, performing, and completing the Project.
- d) Upon notice of Final Completion, Comcast and the Town will review and mutually agree on the status of the Project, determine whether the Project Area is 100% Serviceable, and if so, the Town shall pay the amount of the Final Payment to Comcast within thirty (30) days of Final Completion, provided that such payment shall not exceed the amount set forth in Section 7(a).

5. Project Personnel. Each Party shall provide written notice to the other Party within five (5) business days of the Effective Date identifying the person serving as each Party's project manager to support effective communication and to report on the Project's progress. Each Party's notice shall also include the address, phone numbers, and email address for the project manager. In the event there is a change in a Party's project manager, the affected Party shall provide (a) prompt written notice to the other Party of the change and (b) the new project manager's contact information.

6. Ownership of Project and Service Requirements.

- a) Comcast shall retain ownership and have exclusive use of the Network constructed and all equipment used or deployed in connection with the Project, free and clear of all liens, claims, security interests and other encumbrances or defects.
- b) Comcast shall operate and maintain the Network consistent with applicable industry standards and offer Required Broadband Service to residential and business premises within the Project Area under terms, conditions and prices equal to what Comcast offers to subscribers in the remainder of the Town.

7. Payment.

- a) In consideration of Comcast's agreement to complete the Project as outlined herein, Town shall pay to Comcast an amount not to exceed ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00) payable as set forth in Section 8 and the Project Scope. The Town hereby represents and warrants that it is authorized to expend \$800,000 of the funds as set forth in Section 8(a) and will provide evidence of authorization to

expend the funding necessary to support Partial Completion upon execution of the agreement and will pursue authorization and the remainder of the funds to support Final Completion prior to Comcast reaching Partial Completion, which will be based on progress reports Comcast provides to and confirmed by the Town. The Town represents and warrants that it shall comply with any and all applicable laws related to the expenditure of those funds.

- b) Comcast is responsible for all other costs reasonably necessary to complete Project to the Project Area and to fulfill its other obligations under this Agreement.

8. Invoicing and Payment.

a) Reporting/Payment Schedule

- i. Comcast shall address payment requests and Project status reports to the Town ProjectManager. Such payment requests and status reports will be part of the Project Scope.
- ii. Comcast shall submit invoices, accompanied by a Project status report, with appropriate supporting documentation, to the Town project manager, no more frequently than quarterly. The Parties acknowledge and agree that certain reports in the Project Scope may be reasonably requested more frequently than quarterly, but no more frequently than monthly, by the Town.
- iii. Subject to the terms and conditions of this Agreement, and provided Comcast is not in breach beyond the cure period as set forth in Section 2(b), the Town shall make two payments to Comcast as specified below, within thirty (30) days of receipt of a request for payment accompanied by a Project status report and with appropriate supporting documentation describing and certifying completion of the relevant construction work:

Payment	Condition Precedent	Percentage of Payment Amount	Payment Amount
Payment #1: to be paid to Comcast in accordance with the Project Scope	Project has achieved Partial Completion (fifty percent (50%)) with one-hundred twenty-five (125) Project Area addresses identified in Exhibit A are Serviceable.	50%	\$800,000
Payment #2: to be paid to Comcast in accordance with the Project Scope	Project has achieved Final Completion.	50%	\$800,000

- b) The Parties agree that they have a shared interest in pursuing options that would expedite the construction and completion of the Project in order to accelerate access to Required Broadband Service in the Project Area as well as reduce the overall cost of the Project. In furtherance of this shared interest, the Parties shall cooperate to identify appropriate mechanisms to accelerate Project performance, including, but not limited to assisting in expediting the issuance of necessary permits and implementing cost savings and efficiency whereby if the actual cost of the Project is less than the estimated cost provided by Comcast, Comcast will reduce the Town payment obligations in proportion to the savings on a pro-rated basis. For illustration of the foregoing, in the event the estimated total cost for the Project is \$6,400,000 and the actual final cost is \$6,000,000, then the Town's

prorated cost would be \$1,500,000 ( $\$1,600,000 / \$6,400,000 = 25\%$ ) and  $\$6,000,000 \times 25\% = \$1,500,000$ .

9. Confidentiality.

- a) The Parties acknowledge and agree that the Town is a public agency subject to disclosure laws, including, without limitation, the State of Connecticut's Freedom of Information Act (FOIA). Except to the extent required by applicable law, the Parties agree that during the term of this Agreement and for the three (3) year period after the expiration or termination of this Agreement, neither Party, nor any person, firm, corporation or other entity affiliated with, owned in whole or in part by, employed by or otherwise connected with the receiving Party, shall directly or indirectly, without the express written consent of the disclosing Party, and subject to applicable law, regulation or court order, divulge, use, sell, exchange, furnish, give away, or transfer in any way the Confidential Information of the disclosing Party.
- b) The Parties agree that, during the term of this Agreement and for a period of three (3) years from the expiration or termination thereof, and subject to applicable law, any Confidential Information received from the other Party:
  - i. will only be used for the purpose of performing obligations and exercising rights under the Agreement;
  - ii. will not be disclosed to any third party without prior written approval of the disclosing Party, except for disclosures to third parties that are expressly contemplated hereunder or applicable law;
  - iii. may only be disclosed within the receiving Party's organization to employees that have a "need-to-know" such information in connection with the performance of the receiving Party's obligations under the Agreement and who have been advised of the obligations regarding Confidential Information under the Agreement;
  - iv. will be treated with at least the same degree of care as the receiving Party treats its own Confidential Information, but in no event less than a reasonable degree of care;
  - v. will be copied only to the extent necessary for the purposes of this Agreement; and
  - vi. will remain the property of the disclosing Party.
- c) In the event that the receiving Party is served with a subpoena or other validly issued administrative or judicial process demanding the Confidential Information of the disclosing Party, the receiving Party shall, unless prohibited by applicable law, court order or regulation, promptly notify the disclosing Party so that the disclosing Party may seek a protective order or other remedy. The receiving Party shall reasonably cooperate with the disclosing Party, at the disclosing Party's cost and expense, to quash such process or otherwise to limit the scope of any required disclosure. Unless the demand shall have been timely limited, quashed, or extended, the receiving Party shall be entitled to comply with such demand to the extent permitted by law. In the event that disclosure of any Confidential Information is compelled, the disclosing Party shall, in its discretion and cost, seek an appropriate protective order from the court or administrative body to limit access

to its Confidential Information.

- d) Upon the expiration or termination of this Agreement or upon the disclosing Party's request, and subject to applicable law, the receiving Party shall return all Confidential Information to the disclosing Party or at the disclosing Party's option, destroy all Confidential Information and provide, within ten (10) days of the disclosing Party's request, a written certification that all Confidential Information in all formats, including without limitation, paper, electronic and disk form, have been returned or destroyed, as the case may be.
- e) Each Party acknowledges that unauthorized disclosure or use of the other Party's Confidential Information could cause irreparable harm and significant injury to the disclosing Party that may be difficult to ascertain. Accordingly, each Party agrees that the disclosing Party shall have the right to seek immediate injunctive relief from breach or threatened breach of this Agreement prohibiting any unauthorized disclosure or use of the Confidential Information, in addition to any other rights and remedies the disclosing Party may have.
- f) The confidentiality provisions of this section shall survive the termination or expiration of this Agreement for a period of three (3) years from the expiration or termination hereof.

10. **Limitation of Liability.**

- a) NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCE OR LEGAL THEORY (TORT, CONTRACT OR OTHERWISE), SHALL COMCAST OR THE TOWN BE LIABLE FOR INDIRECT, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFIT OR USE OR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE (COLLECTIVELY "CONSEQUENTIAL DAMAGES"), ARISING UNDER THIS AGREEMENT, IRRESPECTIVE OF WHETHER OR NOT THE TOWN OR COMCAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b) EXCEPT FOR COMCAST'S INDEMNIFICATION OBLIGATION, THE MAXIMUM LIABILITY OF THE TOWN OR COMCAST UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT THE TOWN SHALL PAY TO COMCAST IN SECTION 7. a OF THIS AGREEMENT.

11. **Changes.** In the event the Town issues any written change order that causes an increase or decrease in the cost or time required for performance of the Project, Comcast shall notify the Town of such increase or decrease in writing within thirty (30) calendar days from the date of receipt of the Town's written change order, and the price and/or delivery schedule for the Project shall be equitably adjusted and the Agreement so modified. Comcast shall commence the performance of any such change order upon receipt of such executed modification. Any written change order for work outside the scope of this Agreement must be executed by the Parties prior to performance.

12. **Assignment; Transfer.** Neither Party may assign this Agreement in whole or in part, or delegate any of its duties or obligations thereunder, without the prior written consent of the other Party, except that without such consent Comcast (i) may assign this Agreement to a successor (by purchase, merger, operation of law, or otherwise) to all or substantially all of its business; and (ii)

may assign this Agreement to an affiliate or subsidiary, provided such entity agrees in writing to be bound by the terms hereof. Any purported assignment in contravention of this section shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of any permitted successors or assigns. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform the Project. Comcast shall remain fully responsible for all work, and for performance of its obligations under this Agreement, regardless of Comcast's use of any third-party consultants and contractors, and the Town will not be liable for any payments due to any third-party consultants and contractors.

13. **Nondiscrimination.** Comcast agrees to comply with all applicable federal, state, and local statutes, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices. Comcast shall not discriminate in the hiring of any applicant for employment nor shall any qualified Comcast employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identification, or for exercising any rights afforded by law.
14. **Excusable Delay Event.** Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
15. **Governing Law and Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Connecticut without regard to its conflict of laws principles. Any dispute arising under this Agreement that is not settled between the Parties shall take place in any court of competent jurisdiction in the State of Connecticut (Litchfield Judicial District Court). Each Party shall bear its respective legal costs. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF THIS AGREEMENT.**
16. **Compliance With Laws.** The Parties agree to comply with all applicable local, state and federal laws, regulations, and ordinances in the performance of this Agreement. Comcast shall be responsible for maintaining all permits, inspections, licenses and certifications required by applicable law or regulation applicable to cable franchise providers and necessary to conduct business in the location where the work is to be performed and to perform the work.
17. **No Conflicts; Consents.** The execution, delivery and performance by Comcast of this Agreement and the documents to be delivered hereunder, and the work performed hereby, do not and will not: (a) violate or conflict with the certificate of formation, partnership agreement or other organizational documents of Comcast; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Comcast, or (c) conflict with, or result in (with or without notice or lapse of time or both) any material violation of, or material default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Comcast is a party. No consent, approval, waiver or authorization is required to be obtained by Comcast from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Comcast of this Agreement and the consummation of the transactions



contemplated hereby.

18. **Brokers.** Comcast represents and warrants no broker, finder or other party is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Comcast.
19. **Modification; Amendment.** This Agreement shall not be modified or amended, in whole or in part, except by written agreement signed by the Parties.
20. **Survival.** The provisions of this Agreement that, by their sense and context, are intended to survive performance by either Party or the Parties shall also survive the completion, expiration, termination, or cancellation of this Agreement.
21. **Headings; Exhibits.** The headings of paragraphs in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. All recitals, schedules, exhibits or attachments referred to in this Agreement shall be incorporated in and constitute a part of this Agreement.
22. **Construction.** In the event that any portion of this Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of this Agreement shall remain in full force and effect.
23. **Counterparts.** This Agreement may be executed and delivered in counterparts, all of which taken together shall constitute a single instrument.
24. **Entire Understanding.** This Agreement constitutes the entire understanding of the parties related to the subject matter hereof, and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Project or the Parties' rights or obligations relating to the Project.
25. **Waivers.** Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement executed by the Parties. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, nor in any way limit the remedies available to that Party.
26. **Notice.** Any notice provided in accordance with this Agreement shall be in writing and shall be sent by electronic mail to the Parties' project manager with a copy to the individuals listed below.

Town:           Town of Sharon  
                  63 Main Street  
                  Sharon, Connecticut 06069  
                  Attention: First Selectman

With a copy to:

Rosemark Law, LLC  
83 Wooster Heights Road, Suite 125  
Danbury, Connecticut 06810  
Attention: Daniel Rosemark

Comcast: Daniel Glanville  
Vice President, Government/Regulatory Affairs & Community Impact  
Comcast  
222 New Park Drive  
Berlin, CT 06037

Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the receiving party.

27. Time of Performance. Time is of the essence in the performance of each obligation set forth in this Agreement.
28. Nature of Relationship. Comcast acknowledges that Comcast and Town are independent entities and neither party is an employee, agent, partner or joint venture of the other. Neither party shall have the right to bind the other party to any agreement with any third party or to incur any obligation or liability on behalf of the other party. Comcast is an independent contractor and shall have sole control over the means, methods, techniques, sequences, and procedures of performing the Project work in accordance with applicable laws and the Project Scope. Comcast shall be responsible for any and all wages, taxes or benefits that are due and owing to its employees.
29. Warranty.
  - a) Comcast warrants that the work shall be performed in a professional and workmanlike manner and consistent with generally accepted industry standards. For any breach of the above warranty, Comcast shall re-perform the non-conforming or defective work at Comcast's cost and expense.
  - b) Comcast warrants to Town that Comcast is technically, financially and legally ready, willing and able to perform the work and is familiar with and knowledgeable about applicable governmental requirements, industry standards to the extent necessary to carry out its duties to construct the Network in the Project Area in a professional, complete and competent manner. Comcast further warrants to Town that Comcast has the requisite personnel, competence, skill, physical resources, and any required professional qualifications to perform the work and that it has and shall maintain the capability, experience, training, registrations, licenses, permits, insurance, financial capital, and governmental approvals required to perform the work and to timely complete the Project as set forth in this Agreement.
30. Indemnification.
  - a) Comcast shall defend, indemnify, and hold the Town, and each of its respective board members, council members, officers, employees or agents thereof ("Indemnified Parties") harmless from any and all claims, liabilities, losses, damages, costs, penalties, interest, and expenses (including attorneys' fees assessed against or incurred by Indemnified Parties and in defending the same) ("Claim") which the Indemnified Parties may incur caused by (a) Comcast's breach of its obligations under this Agreement; or b) bodily injury (including death) to any person, or property damage directly caused by the act(s) or omission of Comcast and/or Comcast's employee(s) or contractor(s) or subcontractor(s) while performing work on the Project; provided, however, that in no event shall any Indemnified Party be entitled to indemnification pursuant to this Section 30 to the extent that any Claim was attributable to such Indemnified Party's own negligence or willful misconduct.

b) Comcast shall defend, indemnify, and hold Indemnified Parties harmless from any and all claims, liabilities, losses, damages, costs, penalties, interest, and expenses (including attorneys' fees assessed against or incurred by Indemnified Parties and in defending the same) which Indemnified Parties may incur arising out of Comcast's failure to comply with any employment, labor laws or tax laws, regulations and/or rules including, without limitation, laws, regulations and/or rules governing wage, hour and overtime hours, employee benefits, discrimination, verification of legal employment status, harassment, workers' compensation, employment related taxes (including social security, unemployment and withholdings), whether such claim is brought by or on behalf of an employee(s) of Comcast, or any governmental agency.

31. Counterparts. To the extent legally permissible, the execution of this Agreement by electronic mail or by any other electronic means (whether by facsimile, in Portable Document Format, DocuSign or other format) shall be deemed to constitute effective execution of this Agreement as to the Parties. Delivery of a signed counterpart of this Agreement by any electronic means capable of producing a printed copy will be equally effective as delivery of a manually signed counterpart hereof. Accordingly, such electronic signatures may be used by the Parties in lieu of the original signature page(s) of this Agreement for any and all purposes and shall be deemed original signatures for all purposes, whether such signatures of the parties to this Agreement are transmitted to the other Party or to such Party's respective counsel.

*[Remainder of page blank]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intending to be so bound, as of the day and year first above written.

**COMCAST OF CALIFORNIA/CONNECTICUT/MICHIGAN**

By: Authorized General Partner & Managing Partner, Comcast Cable Communications, LLC

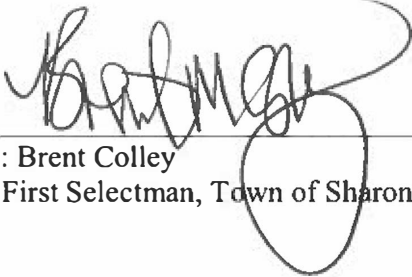


March 7, 2023

Name: Carlyne Hannan

Title: Senior Vice President, Western New England Region

**TOWN OF SHARON, CONNECTICUT**



Name: Brent Colley

Title: First Selectman, Town of Sharon

## EXHIBIT A

Amenia Rd – 116  
Amenia Union Rd – 93, 113  
Barberry Hill Rd - 20, 22, 30, 31  
Benton Hill Rd - 29, 35, 49, 55  
Birch Ln - 1, 5, 6, 9, 15  
Boland Rd - 26  
Butter Rd - 11, 15, 8, 35, 43, 59, 71  
Caroline Dr - 14, 22, 45, 54  
Cemetery Rd - 38  
Clark Hill Rd - 39  
Claudia Ln - 6  
Cornwall Bridge Rd - 486, 569, 607  
Crossfield Dr - 3, 9, 10, 13  
Dawn Hill Rd - 8, 14, 24, 26, 41  
Downey Rd - 10  
Drum Rd - 20, 33, 34, 35, 37  
East St – 165, 252  
Eggleston Rd - 12, 22  
Fairchild Rd - 30, 76, 90, 91, 93, 101, 108, 140, 146, 148, 150, 170  
Gavel Cabin Rd - 19, 34  
Gay St - 271  
Golf Dr – 3, 4  
Guinea Rd - 4, 5, 12, 15  
Hall Rd - 1, 2, 3  
Herb Rd - 6, 9, 10, 12, 13, 14, 15, 21, 25, 40, 50, 60, 64, 66, 68 A&B, 72, 80, 85  
Hidden Meadow Dr - 16  
Hooperfields Dr - 18, 24, 29, 30, 35, 36, 40, 41, 42, 46, 50, 54, 60, 64, 65, 71, 79  
Jewett Hill Rd - 26, 27, 28  
Joray Rd – 129  
Kings Hill Rd – 9, 31, 40, 59, 60  
Kirk Rd - 10, 12, 14, 16, 18, 35  
Lambert Rd - 19, 21, 46, 47  
Loper Rd - 10, 14  
Modley Rd - 32, 36, 39, 40, 45, 48, 50, 58, 58a, 70, 74, 76, 76A  
Morey Rd - 10, 22, 25, 27, 29, 30, 31, 33, 34, 36, 39, 44, 45  
Mudge Pond Rd - 97, 142  
N Mountain Rd - 3, 4, 7, 8  
Northrup Rd - 16, 31, 38, 50, 51, 55, 59, 65  
Old Sharon Rd #2 - 16, 18, 22, 27, 31, 35  
Red Rock Rd – 19, 20, 21, 22  
River Rd - 2, 3, 4, 7, 12, 16, 18, 22, 26, 30, 34, 35, 37, 40, 40A, 41, 42, 48, 50, 54, 56, 62, 78  
Rte 7 - 2, 13, 15, 80, 81, 155A&B, 157, 159, 163  
S Ellsworth Rd - 5, 6, 14, 15, 19, 20, 21, 22, 48, 50, 55, 59  
Sharon Heights Rd – 49, 51, 53, 55, 57  
Sharon Valley Rd - 77, 99, 230  
Tichnor Rd - 30, 37  
W Cornwall Rd - 21, 91, 93, 95, 97, 272  
W Meadow Rd - 10, 11, 13  
Westwoods Rd #2 – 124, 130, 145