



Town of Bridgewater

Town Council

January 24, 2023

7:00 PM

66 Central Square

Academy Building

Council Chambers

MEETING AGENDA

A. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- a) January 10, 2023 Meeting Minutes

B. ANNOUNCEMENTS FROM THE PRESIDENT

C. PROCLAMATIONS

D. CITIZEN OPEN FORUM

E. APPOINTMENTS

F. HEARINGS

G. LICENSE TRANSACTIONS

H. PRESENTATIONS

- a) Bridgewater's Planned Development District Zoning Purpose, History and Considerations (Moore)

I. TOWN MANAGER'S REPORT

- a) Fire Station Update
- b) High Street Dam and Bridge project Update

J. DISCUSSIONS

K. COMMITTEE REPORTS

L. LEGISLATION FOR ACTION

- a) Order O-FY23-040: Certified Assessors Compensation
Budget and Finance meeting 1/23/23. Finance Committee meeting 1/23/23.
- b) Order O-FY23-041: Acceptance of Non- Recurring Revenue to Capital
Budget and Finance meeting 1/23/23. Finance Committee meeting 1/23/23.
- c) Order O-FY23-042: Transfer Order - CPA Old State Farm Trail Project
Budget and Finance meeting 1/23/23. Finance Committee meeting 1/23/23.

- d) Order O-FY23-043: Bridgewater Raynham Regional School District Capital Allocation
Budget and Finance meeting 1/23/23. Finance Committee meeting 1/23/23.
- e) Proposed Ordinance D-FY23-007: Acceptance of Local Tax Option - Retail Marijuana Tax
Budget and Finance meeting 1/23/23. Finance Committee meeting 1/23/23.
- f) Proposed Ordinance D-FY23-008: Cash Policy - Retail Marijuana Tax Reserve Fund
Budget and Finance meeting 1/23/23. Finance Committee meeting 1/23/23.

M. OLD BUSINESS

N. NEW BUSINESS

- a) Order O-FY23-044: Acceptance of Funds - Council on Aging Donation
- b) Ordinance D-FY23-006: Proposed Bridgewater Zoning Ordinance Amendment - Adult Retirement Community in Planned Development District
- c) Ordinance D-FY23-009: Capital Expenditure Policy
- d) Order O-FY23-045: Ratification of Renewal Cable Television License Agreement: Comcast Cable Communication Management, LLC and Town of Bridgewater

O. CITIZEN COMMENTS

P. COUNCIL COMMENTS

Q. EXECUTIVE SESSION

R. ADJOURNMENT



Town of Bridgewater
Town Council
January 10, 2023

MEETING MINUTES

CALL TO ORDER

A quorum being duly present, Town Council President Fred Chase called the meeting of the Bridgewater Town Council to order at 7:00pm on Tuesday, January 10, 2023, in the Council Chambers.

PRESENT

Fred Chase, Dr. Kevin Perry, Bill Wood, Erik Moore, Mark Linde, Shawn George and Bradford McKinnon. Also in attendance was Town Manager Michael Dutton and Town Attorney Jason Rawlins.

ABSENT

Susan Robinson and Dennis Gallagher

A moment of silence was held for the recent passing of 3 veterans: Ann Boudreau, Paul Jude O'Brien, Sr. and Manuel DeSousa Figueiredo.

APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

a) December 20, 2022 Meeting Minutes

Councilor Perry made a motion to approve the meeting minutes from December 20, 2022 which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Abstained; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Abstained; Wood – Yea; Robinson – Absent. Motion passed 5-0-2

ANNOUNCEMENTS FROM THE PRESIDENT

a) Swearing in of newly elected Councilors

Town Clerk Marilee Hunt swore in all of the councilors for their seats and the councilors signed the appropriate documents.

b) Reorganization of the Council: Elect President and Vice President

Town Clerk Marilee Hunt asked for nominations for President.

Councilor Wood nominated Councilor Chase for Council President, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea;

Robinson – Absent. Motion passed 7-0

Council President Chase asked for nominations for Vice President.

Councilor Linde nominated Councilor Moore for Council Vice President, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed 7-0

c) Reorganization of Council Seats

Town Clerk Hunt seated the Council by having each draw a playing card. The new Council seat order is (first seat as you walk into Chambers): McKinnon, George, Perry, Moore, Chase, Robinson, Linde, Gallagher and Wood.

PROCLAMATIONS - None

CITIZEN OPEN FORUM - None

APPOINTMENTS

a) Parks and Recreation: Mark Thomas - 2022 to 2025

Councilor George made a motion to approve the appointment of Mark Thomas to Parks and Recreation, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed 7-0

HEARINGS – None

LICENSE TRANSACTIONS

a) Petition P-2023-018: The Granting of a Class I Used Auto Dealers License

This hearing has been duly advertised in the Enterprise and on the Town's website and abutter letters sent. This measure may be considered this evening upon conclusion of the hearing.

Councilor Chase opened the Public Hearing at 7:16pm.

Councilor Chase asked if there were any questions from the public. No one spoke.

Councilor Chase asked if there was anyone from the public that wished to speak in favor:

Attorney James Burke spoke on behalf of the petitioner. He noted that this was for heavy rig trucks and distribution agreements have been issued. There would not be a large influx of traffic. Mr. Lucini has run a family business for many years and has a good business model.

Councilor Chase asked if there were any questions from the Councilors:

Councilor George asked what the Saturday hours would be and Mr. Lucini noted that the hours would be 7am to 12pm.

Councilor George made a motion to amend the hours to include Saturdays from 7am to 12pm, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed 7-0

Dr. Perry made a motion to change “uses” to “new” in the license request, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed 7-0

Councilor Chase asked if anyone wished to speak in opposition. No one spoke.

Councilor Chase closed the public hearing at 7:22p.m.

Councilor George made a motion to approve the Class I license for Lucini Bus Lines, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed 7-0

PRESENTATIONS - None

TOWN MANAGER'S REPORT

a) Fire Station Project Update

Town Manager Dutton gave an update on the Fire Station Project noting that the land survey was underway and the design work is progressing. OPM will start to have regular meetings.

DISCUSSIONS - None

COMMITTEE REPORTS - None

LEGISLATION FOR ACTION

a) Order O-FY23-038: Appropriation for Eminent Domain Order of Taking for Summer Street Property

Budget & Finance met on 1/9/23 and voted 3-0 to recommend. FinCom voted 5-0 to recommend at their 1/4/23 meeting.

Town Manager Dutton noted that this was for the taking of the Summer Street property. After taking it will be converted to a passive recreation park. It is the first step of a two step process.

Councilor George made a motion to approve Order O-FY23-038, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed.

b) Order O-FY22-019: Eminent Domain Order of Taking of Summer Street Property

Community and Economic Development recommended 2-0 at their 12/13/22 meeting. This Order has been duly advertised in the Enterprise and on the Town's website. This measure may be considered this evening upon conclusion of the hearing.

Councilor George made a motion to approve Order O-FY22-019, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed.

- c) Order O-FY23-039: Transfer Order - Bridgewater Housing Authority Window Replacement Project
Budget & Finance meeting on 1/9/23 to discuss. FinCom voted 5-0 to recommend at their 1/4/23 meeting.

Town Manager Dutton gave a brief update on what the money would be used for.

Colleen Doherty, Director of Bridgewater Housing added that they would be very much appreciative of the money. They deal with emergencies all the time and never have the funding to do projects like this.

Councilor George made a motion to approve Order O-FY23-039, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed.

OLD BUSINESS – None

NEW BUSINESS

- a) O-FY23-040: Certified Assessors Compensation

Town Manager Dutton noted that this was for professional education for the assessor.

Councilor Perry made a motion to refer Order O-FY23-040 to Budget & Finance and Finance committee, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed.

- b) Order O-FY23-041: Acceptance of Non- Recurring Revenue to Capital

Town Manager Dutton noted that this money is for prison mitigation which is less than the town has received prior.

Councilor George noted that he was surprised since Walpole is closing.

Councilor Linde asked if we could do more with our legislation reaching out to them. Town Manager Dutton noted that the council can send the State rep a letter and he would be happy to draft it.

Councilor Linde made a motion to refer Order O-FY23-041 to Budget & Finance and Finance committee, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed.

- c) Order O-FY23-042: Transfer Order - CPA Old State Farm Trail Project

Town Manager Dutton noted that this is the second phase of a four phase project. NRTB did some fundraising and asked CPC to fund \$40K. Once complete trail funding to the State can be completed.

Councilor Wood made a motion to refer Order O-FY23-042 to Budget & Finance and Finance committee, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed.

d) Order O-FY23-043: Bridgewater Raynham Regional School District Capital Allocation

Town Council noted that the Council appropriated money for the track, they chose other funding to use. Spoke with the Interim Superintendent and they would return and revote how the money was spent.

Councilor Moore noted that he would like to have additional detail on the line items.

Councilor Perry made a motion to refer Order O-FY23-043 to Budget & Finance and Finance committee, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed.

e) Proposed Ordinance D-FY23-007: Acceptance of Local Tax Option - Retail Marijuana Tax

Councilor Wood noted that retail taxes from marijuana sales can be set and can be up to 3%.

Councilor Perry made a motion to refer Ordinance D-FY23-007 to Budget & Finance and Finance committee, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed.

f) Proposed Ordinance D-FY23-008: Cash Policy - Retail Marijuana Tax Reserve Fund

Councilor Wood noted that this is setting up special reserve fund – there will be a second part.

Councilor Wood made a motion to refer Ordinance D-FY23-008 to Budget & Finance and Finance committee, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed.

CITIZEN COMMENTS – None

COUNCIL COMMENTS

Dr. Perry: Thanked those that came out to vote and to breakdown the common decorations.

Councilor Moore: Thanked the Town Clerk for running a smooth election. Thanked the residents for voting for him. Congratulated the Rainwater Players on their 30th Anniversary. Encouraged all to attend a show.

Councilor Wood: Thanked the voters and his colleagues. Robotics kicks-off on Saturday.

Councilor McKinnon: Thanked everyone for coming out and voting and looking forward to being a Councilor.

Councilor Linde: Glad to be back and thanked the Town Clerk.

Councilor George: Thanked everyone for coming out and voting.

Councilor Chase: Congratulated new and returning members and thanked the staff for working a long day at the polls.

EXECUTIVE SESSION - None

ADJOURNMENT

Councilor Perry made a motion to adjourn, which was duly seconded.

A voice vote was taken with the results recorded as follows:

Perry – Yea; Linde – Yea; George – Yea; Moore – Yea; Chase – Yea; Gallagher – Absent; McKinnon – Yea; Wood – Yea; Robinson – Absent. Motion passed.

Meeting adjourned at 8:06pm.

Meeting Minutes being submitted in draft form by Debbie Ward.



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 1/10/2023
First Reading: 1/10/2023
Second Reading: 1/24/2023
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY23-040: Certified Assessors Compensation

Ordered, that the Town Council assembled, accept the provisions of c. 59, section 21A.5 relative to compensation for certified assessors which reads as follows:

Section 21A.5. In any city or town which accepts this section, an assessor or assistant assessor, who has completed the necessary courses of study and training and has been awarded a certificate by the International Association of Assessing Officers as a certified assessment evaluator or who has been awarded a certificate by the Association of Massachusetts Assessors as a certified Massachusetts assessor, shall receive as compensation from such city or town, in addition to the regular compensation paid by such city or town for services in such office, an amount equal to ten per cent of such regular compensation. An assessor who has been awarded both certificates referred to above shall receive such additional compensation for only one of such certificates. In order to qualify for such additional compensation, an assessor or assistant assessor shall submit proof that he has been awarded either or both of the aforesaid certificates to the mayor or the board of selectmen of such city or town. The additional compensation herein provided shall be prorated for any twelve month period in which an eligible person does not hold the office of assessor or assistant assessor for twelve consecutive months. In those cities and towns which accept the provisions of section twenty-one A, this section shall not be applicable.

Explanation:

Traditionally, Bridgewater has rewarded education through increases in pay. State law encourages an increase in the Assessor's pay if the employee completes the challenging course of study and is certified by the International Association of Assessing Officers or the Association of Massachusetts Assessors. Bridgewater's Assessor has achieved both certifications and is one of the most educated Assessors in Massachusetts. Adopting this MA General Law would reward the achievement of these certifications.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
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VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

• Budget & Finance	• Meeting 1/23/23
• Finance Committee	• Meeting 1/23/23

Attachments: None



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 1/10/2023
First Reading: 1/10/2023
Second Reading: 1/24/2023
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY23-041: Acceptance of Non- Recurring Revenue to Capital

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 40, §5B requires the Town Council to accept and authorize the expenditure of revenue sources that are deemed one-time revenue or take any other action relative thereto and

WHEREAS: The Town of Bridgewater has received a payment of \$120,720.55 from the Department of Corrections' FY 2023 budget earmarked for cities and towns hosting correctional facilities.

ORDERED: that the Town Council of Bridgewater, Massachusetts in Town Council assembled to vote to accept payment of \$120,720.55 into the Capital Stabilization Funds to appropriate for Capital needs.

Explanation:

This order accepts one time non-recurring revenues from the DOC earmarked 2023 budget to the Capital Stabilization Fund for Capital Appropriations for the Towns Capital Needs.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
Budget & Finance	Meeting 1/23/23
Finance Committee	Meeting 1/23/23

Attachments: 1. FY2023 DOC Prison Mitigation Payment\$120720.55

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

TERRENCE M. REIDY
Secretary

The Commonwealth of Massachusetts
Executive Office of Public Safety & Security
Department of Correction
50 Maple Street, Suite 3
Milford, MA 01757
Tel: (508) 422-3300
www.mass.gov/doc



CAROL A. MICI
Commissioner

SHAWN P. JENKINS
Chief of Staff

KELLEY J. CORREIRA
ROBERT P. HIGGINS
MITZI S. PETERSON
THOMAS J. PRESTON
Deputy Commissioners

December 19, 2022

Mr. Michael Dutton
Town Manager
Municipal Office Building
66 Central Square
Bridgewater, MA 02324

Dear Mr. Dutton:

The Department of Correction's FY 2023 operating budget contains funds earmarked for cities and towns hosting correctional facilities.

Based on the average state inmate population housed in your community from July 1, 2021 through June 30, 2022, a payment in the amount of **\$120,720.55** will be processed for the City of Bridgewater. This payment will be issued via the State Treasurer's Office and sent to your local Treasurer by electronic transfer. This payment has a scheduled disbursement date of December 22, 2022.

If there are any questions, I can be reached at 508-422-3332.

Sincerely,

Thomas Brennan
Budget Director

Cc: Shawn Jenkins, Chief of Staff
Thomas J. Preston, Deputy Commissioner Administration
Matthew Dailey, Executive Director of Admin Services
Thomas Ashe, Legislative Manager of Constituency Services
Kristine Marcotte, Director, Fiscal Services



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 1/10/2023
First Reading: 1/10/2023
Second Reading: 1/24/2023
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY23-042: Transfer Order - CPA Old State Farm Trail Project

ORDERED, that the Town Council assembled vte to

In accordance with Section 6-4 of the Bridgewater Home Rule Charter, vote to appropriate \$40,000 from CPA Undesignated Fund Balance (Account #2100-359000) to an expense account within the CPA funds 21005-530050.

Explanation:

Approved by the CPC for the surveying of the property for the Old State Farm Trail Project.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
Budget & Finance	Meeting 1/23/23
Finance Committee	Meeting 1/23/23

Attachments:

- 2022-12-16 Bridgewater Old State Farm Trail Project Application- Reduction
- Rec to TM - Old State Farm Trails Project

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING



Project Application

Community Preservation Committee

Bridgewater, MA

Cover Sheet

An electronic copy of this application and all supporting materials should be submitted to the CPC Chair at cpc@bridgewaterma.org and the CPC's administrative assistant (McGraw, Joshua <Committees@bridgewaterma.org>). Applications should be submitted **no later than 4:00PM at least two weeks prior to the CPC's meeting (the CPC meets on the fourth Wednesday of each month).**

Complete applications received by this date will be reviewed at the next CPC meeting and considered for recommendation to the Town Council. Applications received after this will be reviewed at the following month's meeting, unless you receive an exception from the CPC chair for cases related to real estate purchase opportunities.¹ Projects may have timelines extending to a maximum of five years.

Projects will be favored by the CPC where:

- The project addresses at least one goal of the current CPC 5-yr. plan <https://www.bridgewaterma.org/DocumentCenter/View/2928/Community-Preservation-Committee-Plan?bidId=>
- the applicant has site control of the proposed project parcel or involvement of the site owner.
- there is demonstrated community support for the project from elected officials, abutters, user groups, civic associations, and community organizations.
- applicants can demonstrate their capacity to implement their project and have a plan for ongoing maintenance and stewardship. projects occur on public space or private space with public access.

• Applicant Signature:  Date Submitted: 12/15/2022

¹ For cases related to real estate purchase opportunities, the CPC may consider emergency requests for funding outside of their regular meeting schedule. If you think you might be eligible for emergency consideration, please contact the CPC Chair. The CPC Chair has the authority to accept exceptions or extensions. They will consider such requests on a case-by-case basis and is under no obligation to grant any requested extensions or exceptions.



Project Application

Community Preservation Committee

Bridgewater, MA

Complete Application Check List

Please submit the application in this order:

- ☐ Project Application Cover Page (signed)
- ☐ Project Narrative and Timeline
- ☐ Budget Narrative and cost breakdown
- ☐ Required Project Attachments including:
 - ☐ Documentation of who has site control on the property (if other than the applicant)
 - ☐ Photographs of project site (at least three (3))
 - ☐ Map of project site showing nearest major roads or intersections
 - ☐ Letters of support from relevant Town departments, officials, and boards/commissions
 - ☐ Letters of commitment (from any organizations or individuals providing funding to the project)
- ☐ Other attachments as applicable and available to your project.

Note: Applicants may be required to submit additional supporting materials and documentation, as requested by the CPC, to aid the committee in their decision-making process.



Project Application

Community Preservation Committee

Bridgewater, MA

GENERAL INFORMATION

Project Name: Old State Farm Trail Project

Project Location (address and neighborhood): Off of Summer Street

Legal Property Owner of Record: Commonwealth of Massachusetts

CPA Program Area (check all that apply):

☒ Open Space ☐ Historic Preservation ☐ Community Housing ☐ Recreation

PROJECT DESCRIPTION

Short Project Description: The Old State Farm Trail Project is a multi-stage project that seeks to create a 1.8 mile pedestrian recreational trail on a permanent trail easement on MA Department of Corrections land starting at a trailhead parking area on the east side of Summer Street by the bridge and flowing along the Wild and Scenic Taunton River; then turning and travelling through woodlands on DOC property back to a northern trailhead off Summer Street. The initial goal is to create a natural surface trail for hikers, walkers, bicyclists, dog walkers, skiers, snowshoe users and others. Vehicle use will be prohibited on this trail. The proposed trail would be a part of the greater Nunckatessett Greenway system (see attached brochure). Completion of this 4-Phase project will cost approximately \$200,000 to \$250,000. This application is for monies to fund the survey required by DCAMM before the easement can be transferred to the Town.

Estimated Start Date: 01/01/2023

Estimated Completion Date: 06/30/2023 (Phase 2)

Amount Requested: \$ 40,000 **Total Project Cost:** \$65,000

PROJECT CONTACT

Contact Person: Michael Dutton, Town Manager, on behalf of the Natural Resources Trust of Bridgewater, Kitty Doherty, contact

Telephone: (508) 697-0919 **Email:** Mdutton@bridgewaterma.org

Project Sponsor/Organization (check one below):

X Town Committee or Department Public Charity/Non-Profit Private

Have you or this organization applied for or received CPA funding before? X Yes No

If yes, what project and when? The Town is a frequent institutional applicant for CPA funds for such things as Academy Building Restoration, Memorial Building restoration, softball fields, lighting at Legion Field, etc.



Project Application

Community Preservation Committee

Bridgewater, MA

ASSURANCE

I Michael Dutton hereby certify under the penalties of perjury the
(Print the name of the fiduciary agent)
following application information is true and correct to the best of my knowledge and I
am legally able to enter into a contract on behalf of the Town of Bridgewater, (on
behalf of the NRTB) with the Town of Bridgewater for Community Preservation Funds.

Signature  **Date** 12/15/2022

Title Town Manager



Project Application

Community Preservation Committee

Bridgewater, MA

Project Narrative

Use as much space as needed and refer to the CPC's Project Application Guidance for requirements

1. PROJECT DESCRIPTION, TASKS, & ANTICIPATED OUTCOME:

The entire multi-phased project is outlined in the following narrative. **The request for funding covers only Phase 2 at this stage.**

Summary: The Old State Farm Trail Project is a multi-stage project that seeks to create a 1.8 mile pedestrian recreational trail on a permanent trail easement on Department of Corrections land (*see attached two pieces of legislation authorizing the easement and the terms of transfer*) starting at a trailhead parking area on the east side of Summer Street by the bridge and flowing along the Wild and Scenic Taunton River; then turning and travelling through woodlands on DOC property back to a northern trailhead off Summer Street. The initial goal is to create a natural surface trail for hikers, walkers, bicyclists, dog walkers, skiers, snowshoe users and others. Vehicle use will be prohibited on this trail. Completion of this 5-Phase project will cost approximately \$200 to \$250 thousand dollars.

Phase 1 of the project was the development of a conceptual plan for the trail and obtaining amended legislation (*see attached*) to create an acceptable trail corridor and trail location with the potential for trailhead parking at both ends of the 1.8 mile trail. Working with the Town, the Natural Resources Trust of Bridgewater, Division of Capital Asset Management and Maintenance, Dept. of Corrections, Public Access Board for DFW, Taunton River Stewardship Council, abutters and stakeholders, a consensus was reached on the trail route, the need for parking and the need to re-route the trail to more favorable ground. This required the assistance of the local legislative contingent to push amended legislation through the State Legislature. This enabled us to move on to Phase 2.

Phase 2 (our current phase) is to achieve the transfer of a permanent trail easement to the Town. This process and timing are controlled by DCAMM and requires the Town to provide \$65,000 to pay for the survey costs, writing of the actual legal easement, and legal and recording costs associated with that. We are reaching out to the Taunton River Stewardship Council for additional funds to cover the closing costs (they have already committed \$15,000 towards the survey work. We are also reaching out to two family foundations for funds to help defray the cost. Finally, we have been contacted by private donors who have expressed an interest in helping cover the cost of this phase.



Project Application

Community Preservation Committee

Bridgewater, MA

The Town and NRTB are planning on submitting a grant request to MassTrails by February 1, 2023. This would be for Phase 3 and 4 – the engineering/permitting work and the beginning of construction of the trail. The Town is ineligible for this MassTrails grant program if it is not the owner of record of the permanent trail easement. It is critical that the survey work be completed or underway at the time MassTrails Advisory Board reviews the grant applications at the beginning of March. If the trail easement is not a certainty or still in question, the Town's MassTrails grant application will be much less appealing than many of the other grants and would, most likely, not be funded. But, with the confirmed Taunton River Stewardship Council donation and the CPC funds, the transfer of the easement would be assured and the Town's MassTrails grant application would be much stronger. It would stand a very good chance of competing with other grants and being funded.

Phase 3 is securing funding to pay for the permitting and engineering costs and some preliminary construction of the trail (construction of 2 10-car parking lots). This work could cost approximately \$105,000 (\$40K for each of the parking areas and \$25K for the permitting and engineering work).

Phase 4 is completion of the trail for its entire length including all user amenities (signage (wayfinding and interpretive), benches, canoe/kayak take-out areas, outdoor classroom areas, viewing platforms). Clearing the corridor, doing any tread work that is needed, constructing stream crossings and bog-bridging needed along the trail. Adding benches and signage. This work will cost approximately \$85,000

Phase 5 is the Grand Opening event that officially opens the trail to the public. Hikes, canoe/kayak rides, some interpretive presentations, etc. will be planned for that day.

2. CPC GOALS AND PRIORITIES:

Town of Bridgewater Community Preservation Plan FY2020-2024

GOAL 2: Preserve existing natural open space and passive recreation facilities—specifically enhancing safety and public access.

GOAL 3 Preserve and acquire strategic private open space properties along water resources and river corridors to improve water quality and to protect priority wildlife habitats and critical natural landscapes from development.



Project Application

Community Preservation Committee

Bridgewater, MA

3. COMMUNITY NEEDS:

Bridgewater continues to make incremental efforts to provide accessible, natural, and convenient passive recreational opportunities. The proposed trail takes advantage of previously inaccessible land and water resources for exceptional passive recreational opportunities.

4. COMMUNITY SUPPORT: List of Letters of Support

Name (committee, department, official, organization, etc.)	Date Requested	Date Submitted
Kitty Doherty, NRTB	12/08/2022	
Michael Dutton, Town Manager	12/08/2022	
Eileen Hiney, Chair Open Space Committee	12/08/2022	
Michael Flaherty, Chair Parks and Recreation Committee	12/08/2022	

5. IMPLEMENTATION AND TIMELINE:

For the Phase 2 work (subject of this funding request), the timeline would start immediately upon an affirmative funding vote from the Town Council and continue through June of 2023.

6. ORGANIZATIONAL EXPERIENCE AND CAPACITY:

The Town is an institutional applicant for Community Preservation Funds with extensive familiarity with municipal process and funding. The NRTB has been an advocate for passive recreation in Bridgewater for decades.

7. MAINTENANCE:

This project itself does not require any maintenance. The larger project would be maintained by the Bridgewater Parks and Recreation Department with assistance by a volunteer corps.

8. MULTI-YEAR PROJECTS:

This Phase 2 of the overall project would lead to the execution of an additional three phases as outlined previously in this application.



Project Application

Community Preservation Committee

Bridgewater, MA

9. See Attachments Checklist for additional required materials, if applicable and available.

APPLICANT SIGNATURE: 

DATE SUBMITTED: 12/15/2022



Project Application

Community Preservation Committee

Bridgewater, MA

Project Application Attachments (see Application Guidance)

1. **SITE CONTROL**
2. **COMMUNITY SUPPORT**
3. **VISUAL MATERIALS:**
4. **MAPS:**
5. **FUNDING SUPPORT REQUIREMENTS**
 - a. Historic Preservation Proposals
 - b. OPEN SPACE PROPOSALS
 - c. RECREATION PROPOSALS
 - d. COMMUNITY HOUSING PROPOSALS
 - e. Proposals Involving Real Property
 - f. Proposals Involving Design and Construction

Check out the CPC's webpage for more information:

<https://www.bridgewaterma.org/1353/Community-Preservation-Committee>

If you have questions, please contact the Community Preservation Committee Chair at cpc@bridgewaterma.org or call at 508-697-0950.



Project Application

Community Preservation Committee

Bridgewater, MA

Project Budget Narrative

PROJECT COST:

Project Budget Overview

Total Project Cost	CPA Amount Requested	Other Funding Sources	CPA Funds: % of Total
\$65,000	\$40,000	\$25,000	%62

LEVERAGING FUNDING:

Sources of Funding Overview

Source (private, federal, state, or local government)	Amount	Status (received, pending, will apply)
Taunton River Stewardship Council	\$ 15,000	Committed
Community Preservation Funds	\$ 40,000	This request
Private contributions	\$ 10,000	Pending
	\$	
	\$ 65,000	

ANTICIPATED PROJECT EXPENSES:

Phase 2 should only include the cost of surveying and cost of recording.

PROJECT COST ASSUMPTIONS:

Costs are based on the responses to a RFQ issued by the Commonwealth through DCAMM for surveying services.

ACQUISITION OF AN INTEREST IN REAL ESTATE:

The application involves the "cost-free" acquisition of an easement from the Commonwealth, but the funding is to cover the Town's obligation to pay for the survey work which is a precursor to secure the easement.

BONDING AGAINST CPA FUNDS:

No



Project Application

Community Preservation Committee

Bridgewater, MA

Project Budget Attachment

BUDGET OVERVIEW

Total Project Cost	CPA Amount Requested	Other Funding Sources	CPA Funds: % of Total
\$65,000	\$40,000	\$25,000	62%

INCOME – OTHER SOURCES OF PROJECT FUNDING

Source (private, federal, state, or local government)	Amount	Status (received, pending, will apply)
Taunton River Stewardship Council	\$15,000	Committed
Private Funding	\$ 10,000	Pending
	\$	
	\$	
	\$	

SUMMARY OF PROJECT EXPENSES²

	CPA Funds	Other Funding	Total
Personnel	\$	\$	\$
Equipment	\$	\$	\$
Supplies	\$	\$	\$
Design and Contracts	\$	\$	\$
Construction	\$	\$	\$
Other	\$40,000	\$25,000	\$65,000
TOTAL	\$40,000	\$25,000	\$65,000

² Equipment is generally defined as an item with a useful life expectancy of more than one year. Supplies are defined as an item with a useful life of less than one year. Construction means all types of work done on a particular property or building including erecting, altering or remodeling.



Project Application

Community Preservation Committee

Bridgewater, MA

DETAILED PROJECT EXPENSES

Personnel

	CPA Funds	Other Funding	Total
Ex: Project Manager	\$5,000	\$50,000	\$55,000
Ex. Inspectional Services	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$	\$

Equipment³

	CPA Funds	Other Funding	Total
Ex: Furniture	\$	\$5,000	\$50,000
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$	\$

Supplies⁴

	CPA Funds	Other Funding	Total
Ex:	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$	\$

Design and Contracts

	CPA Funds	Other Funding	Total
Ex: Deed Restriction	\$10,000	\$5,000	\$5,000
Ex: Appraisal	\$12,000	\$0	\$12,000
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$	\$

³ Equipment is generally defined as an item with a useful life expectancy of more than one year.

⁴ Supplies are defined as an item with a useful life of less than one year.



Project Application

Community Preservation Committee

Bridgewater, MA

Building and Construction⁵

	CPA Funds	Other Funding	Total
<i>Ex: Picnic Pavilion</i>	\$	\$50,000	\$50,000
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$	\$

Other

	CPA Funds	Other Funding	Total
<i>Ex: Land Acquisition</i>	\$1,000,000	\$500,000	\$1,500,000
Survey and Recording	\$40,000	\$25,000	\$65,000
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$	\$

Task based task (scope) costs identifying funding source

	CPA Funds	Other Funding	Total
<i>Ex: Accessible Entrance</i>	\$100,000	\$15,000	\$115,000
<i>Ex: Accessible Elevator</i>	\$75,000	\$0	\$75,000
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$	\$

Attach Letters of support and other key documents.

⁵ Construction means all types of work done on a particular property or building including erecting, altering or remodeling.

Attachments

Old State Farm Trail Project

- Letters of Support
- Old Farm Trail conceptual layout
- Nunckatesset Greenway brochure
- Acts of 2020, Chapter 177
- Acts of 2022, Chapter 172



Town Manager's Office

Municipal Office Building

66 Central Square
Bridgewater, MA 02324
508-697-0919

December 15, 2022

Gina Guasconi, Chair
Community Preservation Committee
66 Central Square
Bridgewater, MA 02324

Re: Old State Farm Trail

Dear Chair Guasconi:

I write to support the efforts of the NRTB to create a walking trail on state property off Summer Street.

In 2019, the Department of Fire Services proposed using Department of Corrections land to develop a second fire academy to train new and existing fire fighters. As a mitigation to the Town for any adverse impacts, the Executive Office of Energy and Environmental Affairs proposed to grant a public trail access along the Taunton River and through DOC property to the Town of Bridgewater.

The legislation creating the potential easement and public access required the Town to pay for a survey which identifies the easement prior to the transfer to the Town. The application in front of you is designed to partially fund this survey.

I fully support this effort of the NRTB to create a mile-plus of trail through DOC property. The trail will provide a needed passive recreational opportunity in this part of Town.

Sincerely,

Michael Dutton
Town Manager



A local nonprofit focusing on Natural Resource Conservation,
user-friendly parklands, and connecting land & water trails

12 December 2022

RE: Town / NRTB funding request for Old State Farm Trail
Conservation Restriction Survey and deed recording

Gina Guasconi, Chair, Bridgewater Community Preservation Committee

Dear Community Preservation Committee:

With great pleasure the Natural Resources Trust of Bridgewater (NRTB) endorses the town's application for funds to complete the Conservation Restriction survey on the Old State Farm Trail off Summer Street on Department of Corrections property.

This is a wonderful collaborative project that the nonprofit and town administration have been working on for several years, and finally, after completing clarifying legislation, the state's DCAMM has released the bid cost for the survey.

The town must immediately identify funding sources to satisfy DCAMM, and for the engineering contract to be signed. It is the Town's responsibility to pay the engineering costs in order for the trail CR survey and deed transfer from DOC to the town to take place.

NRTB is partnering with the town on the fundraising responsibility and has identified the Wild & Scenic Taunton River Stewardship Council and the Sheehan Family Companies Charitable Giving Fund as co-funders with us for this survey.

Thank you very much for considering our request for these funds. The Town of Bridgewater will benefit greatly with a user-friendly land and water trail network and parkland system that protects our natural resources, draws the people to the land, and to our downtown businesses.

Sincerely,
Kitty Doherty, Project Coordinator
Natural Resources Trust of Bridgewater.



Bridgewaters Real Estate

2 Broad St.

P.O. Box 697

Bridgewater MA 02324

508-697-3300

508-697-7474 Fax

Bob@BridgewatersRealEstate.com

www.BridgewatersRealEstate.com

December 13, 2022

Dear Community Preservation Committee,

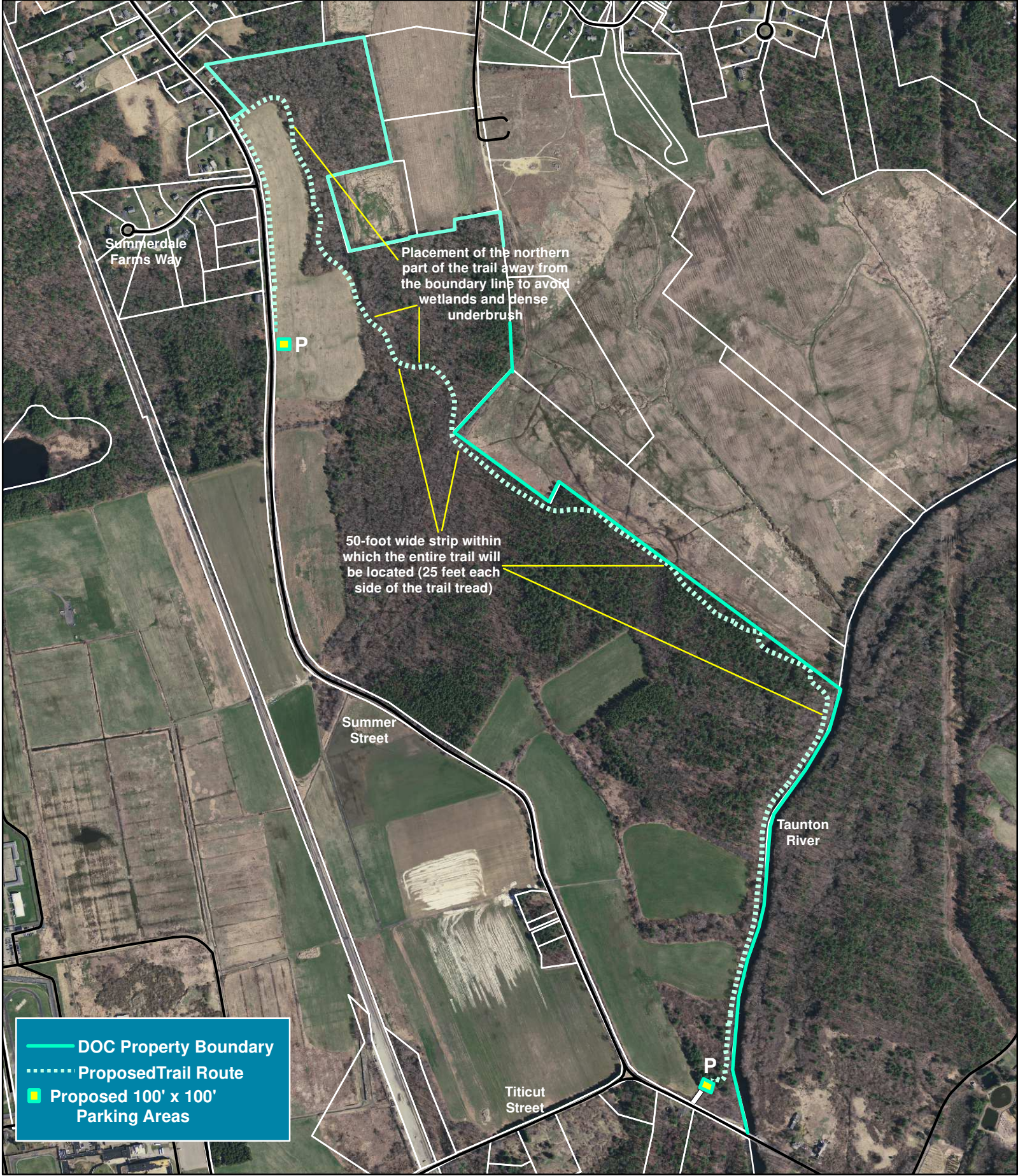
I am writing this letter to request your support and funding for the Old State Farm Trail project as a spur of the Nuncktesett Greenway.

As a member of the Bridgewater Business Association and local REALTOR for over 40 years, I am very aware that every single enhancement to the Town's points of interest acts in an upward spiral to increase both property values and business opportunities.

Also, as a former member and treasurer of the CPC from its inception in 2006 to the spring of 2012, I have a sense of the proposals that are submitted to the Committee. This proposal by the Natural Resources Trust of Bridgewater – Parks & Trails – is certainly in the upper tier.

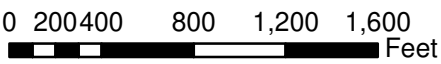
Sincerely,

Bob Vazza

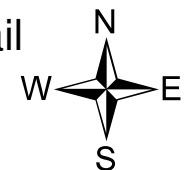


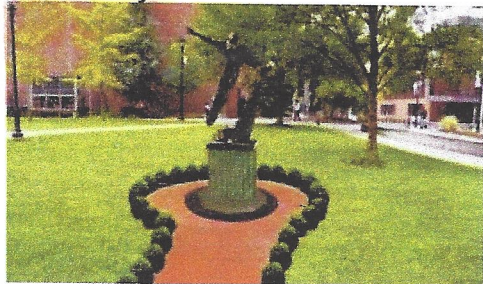
Aerial Photo from
MassGIS 2019

Figure 1. Needed Changes to Proposed Old State Farm Trail



Conservation Works - June 2022

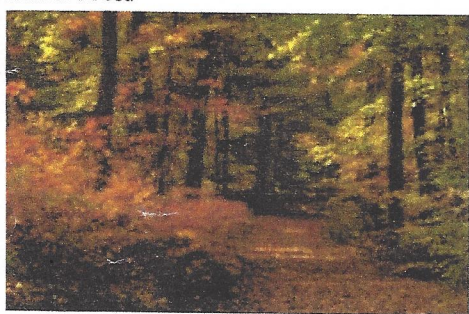




le photo.

Greg & Fay Wyatt Sculpture Garden

In a Nunckatessett Greenway spur through Bridgewater State University, the Wyatt Sculpture Garden features the bronze works of Greg Wyatt, who interprets and reimagines famous Shakespearian poems into the language of dance. Twenty sculptures are presented in the historic center of campus, some with braille plaques. A soaring Baryshnikov sculpture depicting the dancer Mikhail Baryshnikov suspended in mid-leap leads visitors into the garden. The NG Trail continues past these marvelous works of art to Summer Street.



#19. Old State Farm Trail

In 2020 legislation was again signed into law, creating a 10' Conservation Easement that established a new hiking trail to connect the existing Nunckatessett Greenway Trail network along Summer Street to the Wild & Scenic Taunton River, at the Summer Street Bridge. This Old State Farm Trail (OSF Trail) will be a woodland path bordering the protected farm fields still in active agriculture and new residential developments to the north. The Natural Resources Trust of Bridgewater (NRTB) is spearheading trail development; the trail will be part of the municipal trail system. Contributions toward this trail project may be made via the Nunckatessett Greenway website.



#15. Carver Pond

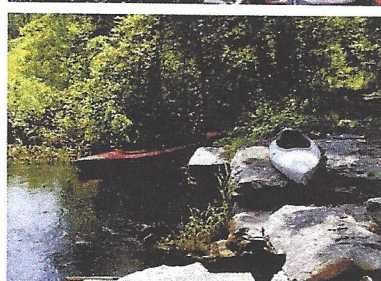
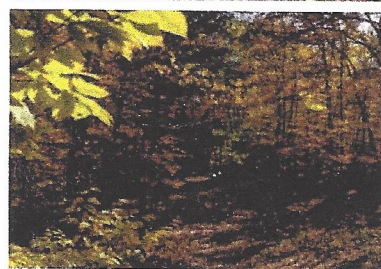
Bridgewater Cotton Gin (1816 to 1822) and used for ice harvest, is located on Summer Street at Bridgewater State University. Public trails around the scenic woodland with diverse plants and wildlife, including osprey, fox, muskrat, turtles, and birds. This is Bridgewater's water supply district, with 5 wells on the south side. The surrounding wetlands help to purify water which in turn contributes to good water in the aquifer below. Carver's Pond is also an important resource for the university and public schools, and is used for fishing, canoeing, and ice skating.

Introducing....



Today there is a Vision and a huge effort across the state to link hundreds of open spaces through parks & trails, natural resource areas, and important community features.

The Bridgewater and West Bridgewater planning documents embrace a conceptual **Vision** known as the **Nunckatessett Greenway (NG)**, with the goal of connecting town-owned conservation areas and urban centers to the nationally recognized **AMC / Bay Circuit Trail** and to the **Town River**, a focus tributary of the National Park Service's Wild & Scenic Taunton River. The Greenway is nestled between the Hockomock Swamp Area of Critical Environmental Concern and the Wild & Scenic Taunton River, it features both wilderness beauty and downtown business districts. Its recreational potential can trigger economic enhancement as healthy trails and parks equal healthy, vital communities. It fosters natural resource preservation and provides outdoor classrooms where natural and cultural history, science, art, literature and many more disciplines meet to tell a compelling story of the Old Bridgewater Area. This trail network includes multiple access locations for car-top boat put-ins, with canoeing, kayaking, hiking, cross-country skiing, picnicking, birding, photography, tenting, dog-walking, fishing, and hunting all allowable uses. While Bridgewater State University and each town manage their own parklands, the 501 (C) (3) Natural Resources Trust of Bridgewater (NRTB) coordinates activities between partnering groups and volunteer participants.



Town River (Nunckatessett) originates in the Hockomock Swamp. This meandering river corridor is one of the earliest areas of colonial activity, dating back to the early 1600s. Before then it was home to the Pokanoket, Ponkapoag, and other Native American civilizations that existed in southern New England for thousands of years. The Town River hosts several Colonial Era industrial sites that are on the National Register of Historic Places, and flow through the centers of both West Bridgewater and Bridgewater before converging with the Matfield River to form the Wild & Scenic Taunton River which is now federally protected under the National Park Service.

Bay Circuit Trail (BCT) is a 200-mile permanent recreational trail extending through eastern Massachusetts, linking parks and open spaces around Boston. Now managed by the Appalachian Mountain Club (AMC), the BCT is recognized nationally. Part of its route travels along the Town River in West Bridgewater and Bridgewater. Promoting BCT stewardship is a goal found in both communities' Open Space & Recreation Plans. The Bay Circuit Alliance has partnered with the Appalachian Mountain Club (AMC) whose 100 years of trail experience ensures sustainability and stewardship of the BCT. The common vision includes securing additional off-road sections of this trail through the Bridgewaters.

Photos courtesy of Kent Kreutler, Jack Manchester, Dan Rezendes, and Julie Amaral Diedricksen.

#3 Skim Milk Bridge

A dry-stone slab bridge crossing the Town River marks the route of an old road to Taunton. The exact age has not been pinpointed, but historical records indicate that it dates to around 1800 and remains in near perfect, original condition. Skim Milk Bridge is in the process of being nominated to the National Register of Historic Places.

The Hockomock Swamp is the largest remaining fresh-water swamp in Massachusetts, this wetland is a protected Area of Critical Environmental Concern (ACEC), a huge, 7 ½ billion-gallon water reservoir. It is a unique and irreplaceable wildlife habitat- a vast natural and scenic area, an oasis of peace and quiet. For thousands of years the Hockomock has remained close to primeval wilderness, a soggy, trackless woodland of white cedar, red maple, cat-tail marsh, small ponds, and meandering streams. Early civilizations depended on this swamp as an abundant source of game; they believed that if they camped each spring in an area known as 'Mollie Ground,' the good spirits of the swamp would stay with them for the rest of the year. It is rumored that Mollie Ground was a pre-colonial trading post attracting diverse peoples from Canada, New York, and from all over New England. The Mass Division of Fish & Game own approximately 5000 acres of this swamp – headwaters to the Town River - providing public access to recreational areas along the Nunckatessett Greenway. The swamp is popular for hunting, hiking, fishing, canoeing, swimming, and for the observation and study of plants and animals. The fertile agricultural fields adjacent to the Hockomock's wetlands and rivers are of prime importance.

Wild & Scenic Taunton River begins at the confluence of the Town and Matfield Rivers in Bridgewater and empties into Mount Hope Bay. It is a nationally designated Wild & Scenic River with outstanding natural, cultural, and recreational values, is the longest undammed coastal river in New England with rare freshwater and brackish tidal marsh habitats, and is part of the state-designated ancient Wampanoag Commemorative Canoe Passage. In an advisory role to the National Park Service, the Taunton River Stewardship Council is responsible for managing the Taunton River as a Wild & Scenic River.

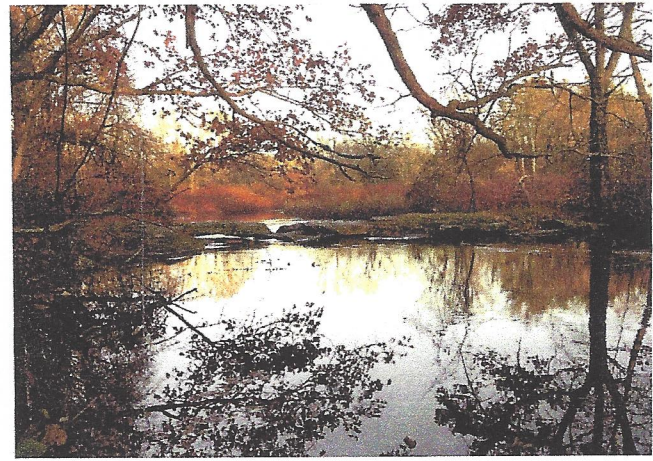
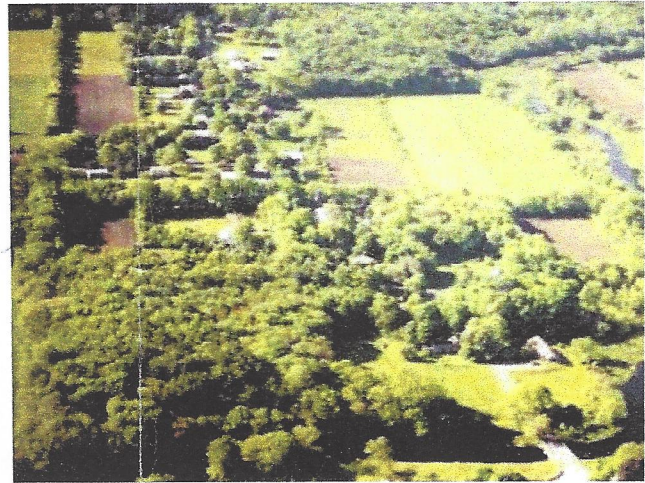


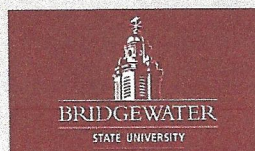
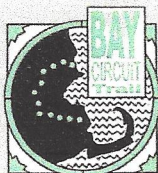
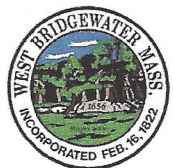
Photo courtesy of Joan Peirce MA Department Fish & Wildlife

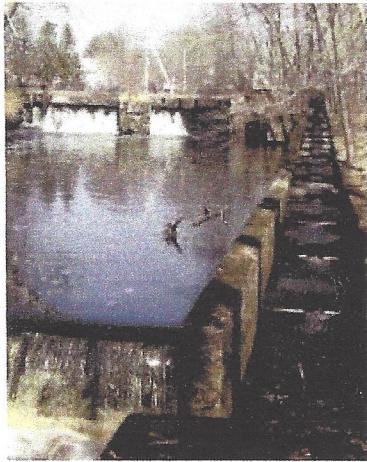


NRTB is a 501 (C) (3) organization established to protect the natural and cultural history, biological diversity, agriculture, and the forests, fields, and fisheries in the Bridgewater area; to also protect open space, and to share its scenic landscape in a responsible recreational format that will benefit the towns economically. Current directors include James Hayes - Bohanan, Peter Dangoia, and Peter Fuller; Kitty Doherty is the NRTB Project Coordinator. The NG land & water trail network along the Town River & Bay Circuit Trail in Bridgewater and West Bridgewater is the current focus of the Natural Resources Trust of Bridgewater.

The volunteer advocacy work NRTB does would not be possible without generous contributions from supporters – people who want a user-friendly parks & trail network. Our Nunckatessett Greenway website is equipped with PayPal, where you may send donations towards the Old State Farm Trail Project and the Town River Landing Pedestrian Bridge Project. Please bear with us as we update this website.

For more information, visit www.nunckatessettgreenway.org





#6 Historic River Street Area

In addition to Holmes Hill where the colony's first stockade / fort was built, the Reverend Keith Parsonage which is now owned and maintained by the Old Bridgewater Historical Society, Pratt's Landing and Beaverton Woods, the Canoe Club – a favorite venue for social affairs – and the beautiful Arch Street Bridge, the River Street area in West Bridgewater boasts many historical places

including **War Memorial Park**. War Memorial Park is one of the most important historic sites in West Bridgewater; it commemorates the nation's first industrial park and is the first location of Ames Shovel Company which operated on the Town River through the 19th century, producing shovels used across the nation to build railroads, canals, and to work farmland. This 5 – acre park saw intensive industrial activity as early as 1662 when the first grist mill was built; eventually 17 different mills were on site. It is where Reverend Keith gave his first sermon in 1663; War Memorial Park is listed on the National Register of Historical Places and is currently under renovation with the construction of a pedestrian plaza and new sitting areas along the street.

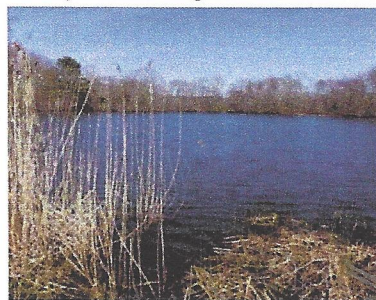
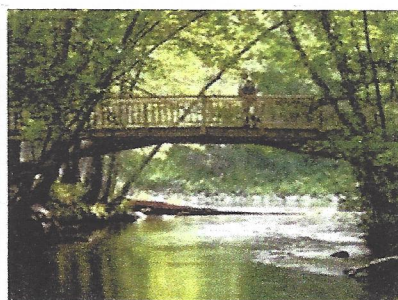
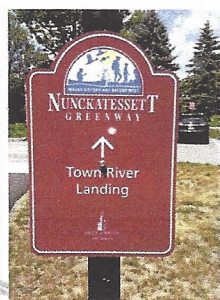


Photo courtesy of Morica Bentley Fishing pond at Stiles & Hart Parkland, Conceptual image pedestrian bridge courtesy of DCR.



#10. Town River Landing/ Stiles and Hart Parkland

Town River Landing is a 2-acre site on Spring Street now being redeveloped into a destination mini-park, the HUB to connect the Nunckatessett Greenway land & water trails, conservation parklands, and the People to downtown businesses, the uptown historic district, and to the beautifully landscaped Bridgewater State University. This user-friendly oasis of quiet beauty will offer sitting areas, picnic spots, a canoe / kayak staging area on the river, and parking as well as quick public access to the shops along Spring and Broad Streets. Constructing a pedestrian bridge to connect this site to the Stiles & Hart Parkland across the Town River is planned.

Stiles & Hart Parkland was once home to the Plymouth County Agricultural Society Fairgrounds - complete with an exhibition hall, grandstand, and ¼ mile trotting track. In 1895 it became a clay - mining industry, producing bricks until into the early 1900s. Today this 80 - acre site with a mile of riverfront in the heart of downtown Bridgewater is part of the Nunckatessett Greenway, bought by the town in 1999 as Open Space. The nonprofit Natural Resources Trust of Bridgewater has hosted the AmeriCorps to blaze trails in this park and are advocating for the community to build a pedestrian bridge linking the parkland to the downtown at the Town River Landing. The Nunckatessett Greenway Trail then continues to Bridgewater State University Campus.

#9. Iron Works Park

This 5-acre oasis with waterfalls and a fish ladder is connected to the Bay Circuit Trail and within walking distance to Bridgewater Center. Located on the Town River at High Street, it played a prominent role in the industrialization of our country. The main park entrance is inside the Bridgewater DPW yard, Iron Works once contained over 25 buildings and employed over 500 men. The plant was known for its ability to roll iron plate used for making boilers on locomotives. This mill was chosen to produce armor plating for the USS Monitor and later wrought iron for the USS Constitution. In 1988, the site was abandoned, and the land donated to the town of Bridgewater. Iron Works Park is on the National Register of Historical Places.

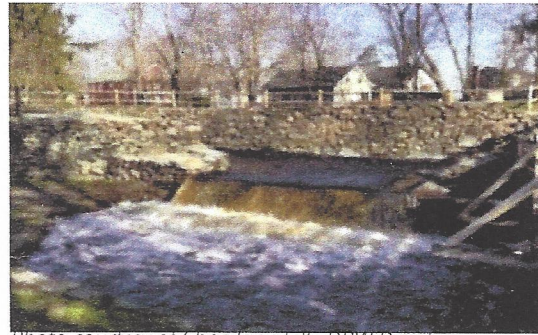


Photo courtesy of Chris Iannitelli, DPW Director

#12. Bridgewater

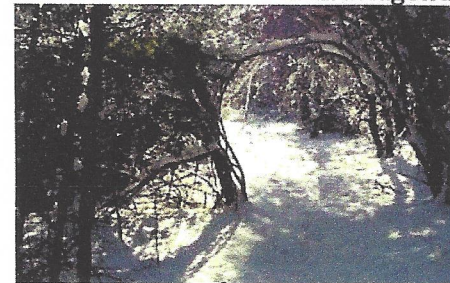


Photo courtesy of Dan Rezendes, BSU Assistant Director, BSU.

Great Hill Trails

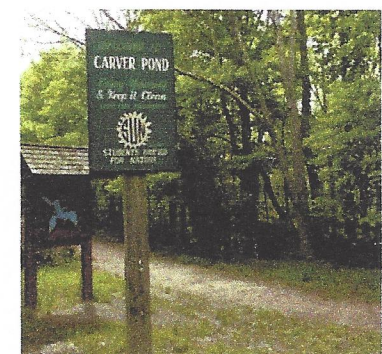
Great Hill Trails provide passive recreation, remarkable Outdoor Classroom for students, staff and the greater community. Great Hill formerly a thriving Wampanoag community – the area where history and nature meet. Currently, there are six different loops covering 3 miles encompassing a variety of terrain, plant, and animal life. These trails are suitable for walking, running, mountain snowshoeing and back-country skiing.



#17. Bridgewater Correctional Compound Old State Farm

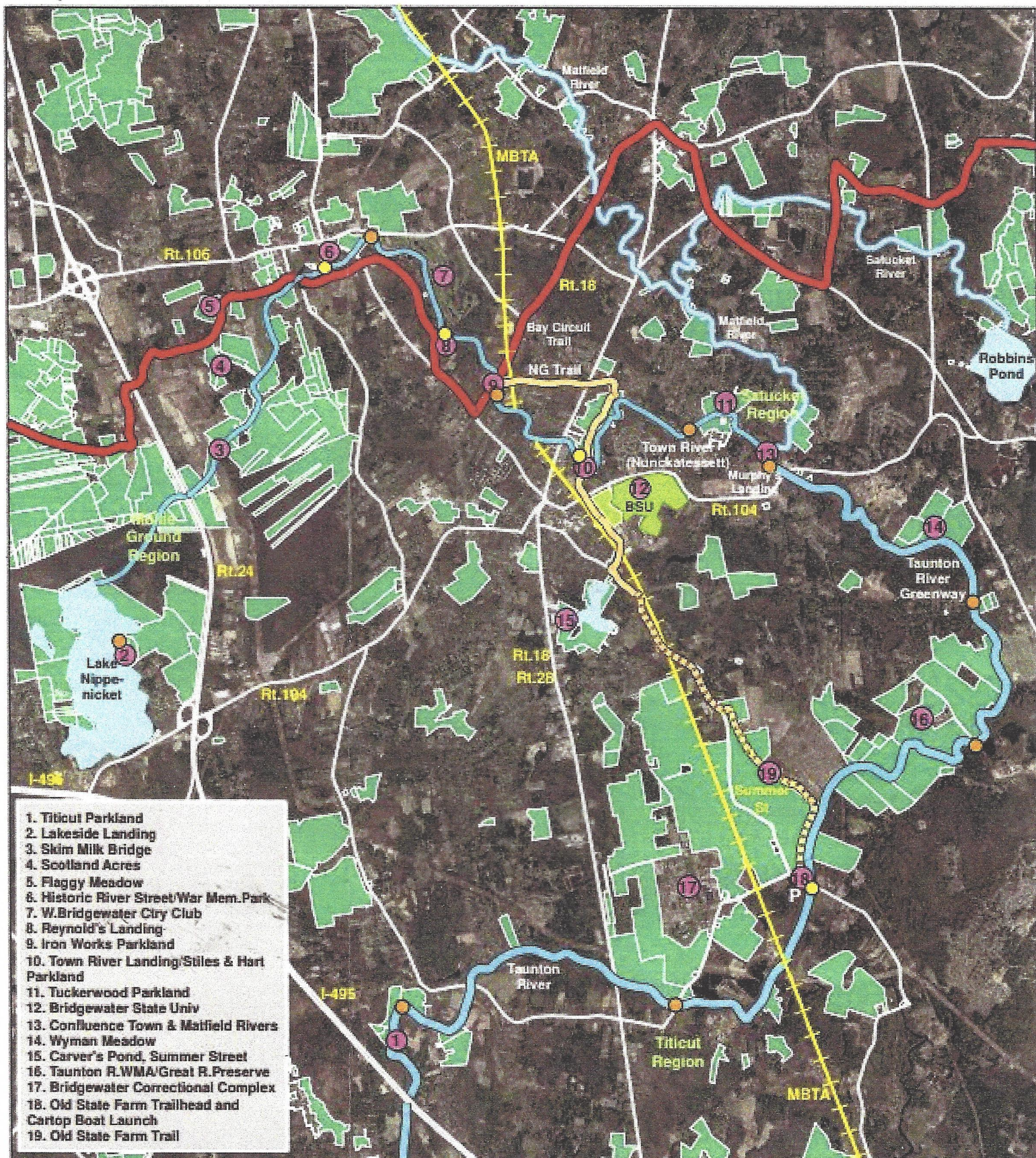
During the influx of Irish immigrants in the 1840's into Boston, the city was bursting with unemployed. The state decided in 1852 to erect three "Alms Houses" to help the cities deal with this burden. Identical buildings were erected in Bridgewater, Munson, Tewksbury, each holding over 400 residents, men, women, and children. They were designed to be self-run and self-supporting with an agricultural operation supplying themselves with fresh meat and produce, and with sales to neighboring communities. Over the next years the Old State Farm in Bridgewater evolved into the largest prison in the state. As the farm operation was discontinued, in 1900 legislation was passed that permanently protected 425 acres of the Old State Farm in Article 97 of our Massachusetts Constitution.

-David Moore, Bridgewater Historical Commission

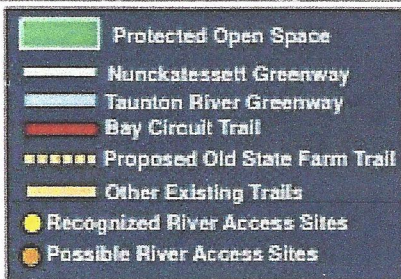


File photo

Once a subse south pond includ parkland locate purify water Outd used



1. Titicut Parkland
2. Lakeside Landing
3. Skim Milk Bridge
4. Scotland Acres
5. Flaggy Meadow
6. Historic River Street/War Mem. Park
7. W. Bridgewater City Club
8. Reynold's Landing
9. Iron Works Parkland
10. Town River Landing/Stiles & Hart Parkland
11. Tuckerwood Parkland
12. Bridgewater State Univ
13. Confluence Town & Matfield Rivers
14. Wyman Meadow
15. Carver's Pond, Summer Street
16. Taunton R. WMA/Great R. Preserve
17. Bridgewater Correctional Complex
18. Old State Farm Trailhead and Cartop Boat Launch
19. Old State Farm Trail



The Nunckatesett Greenway
 A Network of Land & Water Trails Connecting the Town and Taunton Rivers and the BayCircuit Trail to Public Conservation Areas and Urban Centers in West Bridgewater and Bridgewater

0 2,000 4,000 8,000 12,000 16,000 Feet

Map design by Natural Resources Trust of Bridgewater & Conservation Works, LLC. 2021

Aerial Photo from
MassGIS 2014



Acts (2020)

Chapter 177

AN ACT AUTHORIZING THE TRANSFER OF CARE AND CONTROL OF CERTAIN PARCELS OF LAND IN THE TOWN OF BRIDGEWATER FROM THE DEPARTMENT OF CORRECTION TO THE DEPARTMENT OF FIRE SERVICES.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to facilitate the use of state property for critical public functions, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner of capital asset management and maintenance, in consultation with the commissioner of correction and the state fire marshal, may transfer the care and control of certain parcels of land in the city known as the town of Bridgewater from the department of correction to the department of fire services for training, education and administrative purposes.

SECTION 2. The parcels of land to be transferred pursuant to section 1 contain approximately 18 acres, more or less, as shown on maps on file with the division of capital asset management and maintenance. The commissioner of capital asset management and maintenance, in consultation with the state fire marshal, shall determine the exact boundaries of the parcels, which may, after consultation, require the completion of a survey to be filed in the assessors' office of the city known as the town of Bridgewater. Not less than 90 days prior to the transfer of any such parcel, the commissioner shall file a detailed description of the parcel with the house and senate committees on ways and means and shall include a certification that no such parcel was acquired or restricted under Article 97 of the Amendments to the Constitution of the commonwealth.

SECTION 3. The department of fire services shall not be required to pay any consideration for the parcels of land to be transferred to the department of fire services pursuant to this act. Notwithstanding any general or special law to the contrary, the department of fire services shall be responsible for all costs and expenses incurred pursuant to this act as determined by the commissioner of capital asset management and maintenance, in consultation with the state fire marshal. Such costs shall include, but not be limited to, the costs of any engineering, surveys, recording fees and deed preparation related to the conveyance of the parcels pursuant to this act.

SECTION 4. Two open fields under the care and control of the department of correction and currently used for agricultural purposes and outdoor recreation purposes shall be dedicated to agricultural purposes and outdoor recreation purposes, respectively, and protected

pursuant to Article 97 of the Amendments to the Constitution of the commonwealth. The 2 open fields are located to the west of a parcel now or formerly owned by the New York, New Haven and Hartford Railroad Company, to the south of Flagg street, to the east of a parcel of land identified as parcel 3 on the city known as the town of Bridgewater assessors' map 89 and to the north of the department of correction firing range parcel. The field to the west shall be dedicated to agricultural purposes pursuant to said Article 97 and the field to the east shall be dedicated for outdoor recreation purposes pursuant to said Article 97. The commissioner of capital asset management and maintenance, in consultation with the department of correction shall determine the exact boundaries of the parcels, which may, after consultation, require the completion of a survey to be filed in the assessors' office of the town.

SECTION 5. The commissioner of capital asset management and maintenance, in consultation with the department of correction and with the approval of the city known as the town of Bridgewater, shall transfer a 10-foot wide trail easement for nonmotorized passive recreational use to the town, at no cost to the town, to be held by the conservation commission of the city known as the town of Bridgewater pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth. The trail easement shall be located within 100 feet of the Taunton river and the commonwealth boundary beginning on the north side of Summer street and the west side of the Taunton river, then northerly to the commonwealth boundary and then northwesterly along this boundary to the intersection of Summer street and a parcel of land identified as parcel 1 on the town's assessors' map 90. The commissioner of capital asset

management and maintenance, in consultation with the department of correction and the town shall determine the exact boundaries of the parcels which may, after such consultation, require the completion of a survey to be filed in the assessors' office of the town. The city known as the town of Bridgewater shall be responsible for all costs and expenses incurred pursuant to this section as determined by the commissioner of capital asset management and maintenance, in consultation with the department of correction. Such costs shall include, but not be limited to, the costs of any engineering, surveys, recording fees and deed preparation related to the grant of the easement pursuant to this section.

Approved, September 16, 2020.

Acts (2022)

Chapter 172

AN ACT FURTHER REGULATING THE TRANSFER OF CARE AND CONTROL OF CERTAIN PARCELS OF LAND IN THE TOWN OF BRIDGEWATER FROM THE DEPARTMENT OF CORRECTION TO THE DEPARTMENT OF FIRE SERVICES

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 5 of chapter 177 of the acts of 2020 is hereby amended by striking out the first and second sentences and inserting in place thereof the following 3 sentences:-

The commissioner of capital asset management and maintenance, in consultation with the department of correction and with the approval of the city known as the town of Bridgewater, shall transfer a 50-foot wide trail easement for nonmotorized passive recreational use to the town, at no cost to the town, to be held by its conservation commission pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth. The trail easement shall be located within 100 feet of the Taunton river and the commonwealth boundary or as otherwise agreed to by the commissioner of capital asset management and maintenance, the department of correction and the town, beginning on the north side of Summer street and the west

side of the Taunton river, then northerly to the commonwealth boundary and then northwesterly along this boundary to the intersection of Summer street and a parcel of land identified as parcel 1 on the town's assessor's map 90. Such transfer shall include areas at both the northerly and southerly ends of the said 50-foot wide trail easement sufficient to construct parking areas for up to 10 vehicles, the precise locations of which shall be agreed to by the commissioner of capital asset management and maintenance, the department of correction and the city known as the town of Bridgewater, but which shall not be within 100 feet of the Taunton river or any wetland area delineated by the department of environmental protection.

Approved, August 10, 2022.



Town of Bridgewater, MA

Community Preservation Committee

66 Central Square, Bridgewater, MA 02324

December 29, 2022

Mr. Michael Dutton, Town Manager
Town of Bridgewater
66 Central Square
Bridgewater, MA 02324

Re: Recommendation to the Town Council - Old State Farm Trail Project

Dear Mr. Dutton:

In response to your amended application for the Old State Farm Trail Project dated December 15, 2022, the following motion was made and seconded by Patrick Driscoll and Harry Bailey at the CPC's December 28th meeting in regards to Phase 2 of 5 of the project. The motion passed with 5 yea, 1 nay.

Move to recommend the Town Council appropriate \$40k towards the survey of the property.

A second motion was made and seconded by Patrick Driscoll and Carlton Hunt to establish the account for the above motion. The motion passed unanimously with 6 yea.

Move to recommend the Town Council appropriate the previous recommendation from account 359000 Undesignated Fund Balance.

Please see that this information is placed on the Town Council agenda and is forwarded to the Council members along with the amended applications as backup to the orders. *Per input at the meeting from Ms. Kitty Doherty, Natural Resources Trust of Bridgewater (NRTB), time is of essence for the Council to vote on these recommendations in order for the NRTB to apply for grants by the end of January for funding of the next phase of the project,*

I would appreciate if you would let me know when the Council acts on the orders so we can prepare the award letter if the vote is in favor of the recommendations and the NRTB can seek grant funding.

Sincerely,

Gina Guasconi, Chair
Community Preservation Committee

CC: Dawn Menard
Debra Ward
Fred Chase
Anthony Sulmonte
Laurie Guerrini



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 1/10/2023
First Reading: 1/10/2023
Second Reading: 1/24/2023
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY23-043: Bridgewater Raynham Regional School District Capital Allocation

ORDERED, that the Town Council assembled vote to

Pursuant to Section 6-4 of the Town of Bridgewater Charter, that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to appropriate and transfer from below schedule Source of Funds to below schedule of Use of Funds:

<u>Source of Funds</u>	<u>Description</u>	<u>Project</u>	<u>Amount</u>
BRRSD -Return of Funding for Approval	Capital Stabilization	IT Planning Projects	<u>\$ 467,780.00</u> \$ 467,780.00

<u>Use of Funds</u>	<u>Description</u>	<u>Project</u>	<u>Amount</u>
IT-TECHNOLOGY	Bldgs. & Property	WIS Projectors/Interactive Panels	\$ 180,000.00
IT-TECHNOLOGY	Bldgs. & Property	BMS Camera System Upgrade	\$ 50,000.00
IT-TECHNOLOGY	Bldgs. & Property	BMS Projectors/Interactive Panels	\$ 120,000.00
IT-TECHNOLOGY	Bldgs. & Property	HS 60.4% PA System Schedule Bells	\$ 12,080.00
IT-TECHNOLOGY	Bldgs. & Property	HS 60.4% Auditorium Phase 2	\$ 15,100.00
IT-TECHNOLOGY	Bldgs. & Property	HS 60.4% Security Camera System	<u>\$ 90,600.00</u> \$ 467,780.00

Explanation:

There has been a re-allocation as voted by the School Committee for the Bridgewater portion of the School

VOICE VOTE - REQUIRES MAJORITY OF THOSE PRESENT AND VOTING

District's Capital Plan for FY2023. There has been communication and review of the future process and presentation to the Town's financial officials.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
• Budget and Finance	Meeting 1/23/23
• Finance Committee	Meeting 1/23/23

Attachments: None



Bridgewater Town Council

Introduced By: William Wood, Councilor
Date Introduced: 1/10/2023
First Reading: 1/10/2023
Second Reading: 1/24/2023
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Proposed Ordinance D-FY23-007: Acceptance of Local Tax Option - Retail Marijuana Tax

WHEREAS, The Town of Bridgewater is allowed under Massachusetts General Law to tax Retail Marijuana and has not yet set a tax rate;

NOW THEREFORE, the Town Council assembled votes to accept M.G.L, Chapter 64N, Marijuana Tax, Section 3, Local Tax Option, and sets the tax rate to be 3 percent of the total sales price received by the marijuana retailer as a consideration for the sale of marijuana or marijuana products.

Explanation:

This will set the tax rate to 3% on Retail Marijuana sales.

Committee Referrals and Dispositions:

Referral(s)	
Budget and Finance	Meeting on 1/23/23
Finance Committee	Meeting on 1/23/23

Attachments: None



Bridgewater Town Council

Introduced By: William Wood, Councilor
Date Introduced: 1/10/2023
First Reading: 1/10/2023
Second Reading: 1/24/2023
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Proposed Ordinance D-FY23-008: Cash Policy - Retail Marijuana Tax Reserve Fund

Ordered, that the Town of Bridgewater accept the fourth paragraph of Massachusetts General Laws Chapter 40, Section 5B, which provides for the dedication, without further appropriation, of all, or a percentage not less than 25 percent, of particular fees, charges or receipts from the sale of marijuana products to a stabilization fund established under Massachusetts General Laws Chapter 40, Section 5B, to be effective for the fiscal year beginning on July 1, 2023.”

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
Budget and Finance	Meeting on 1/23/23
Finance Committee	Meeting on 1/23/23

Attachments: None



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 1/24/2023
First Reading: 1/24/2023
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY23-044: Acceptance of Funds - Council on Aging Donation

ORDERED, that the Town Council assembled vote to

WHEREAS: Massachusetts General Laws, Chapter 44, §53A, states as follows:

“An officer ... of any city or town ... may accept grants or gifts of funds from ... from the commonwealth ... or an agency thereof, ... and may expend such funds for the purposes of such grant or gift ... with the approval of the city manager and city council...” and

WHEREAS: The Town of Bridgewater has received a gift from Edward & Donna Heney for \$2,500. Now, therefore, in accordance with Chapter 44, §53A of the Massachusetts General Laws, the Town Council votes to take the following action:

ORDERED that the Town Council of Bridgewater, Massachusetts in Town Council assembled vote to accept the Donation, to expend the grant in accordance with stated purpose thereof.

Explanation:

COA Director, Emily Williams plans to set up a new coffee brewing station at the senior center and continuously improve and take care of the senior programs.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
-------------	----------------

Attachments: 1. SENIORCOPY@bridgewaterma.org_20230119_113620

Notice of Gift/Donation

Department Elder Affairs - Council On Aging

Contact Emily Williams

Gift Name Gift - Edward & Donna Heney

(This is the way in which it will appear on General Ledger and Accounting reports)

Funding Information

Please indicate the amount of the gift.

\$ 2,500.00

Gift Details

Is this a general purpose or restricted purpose gift?

General X

Restricted _____

Additional Information Required

Please attach to this form the following information:

_____ Any communication received with gift/donation

Approval Information

Town Manager : _____

Town Council vote: _____

Account Information

To deposit receipts We will be depositing into our Miscellaneous Funds Donation Account

To expend _____

Procedure

1. The Finance Department will notify the department of the account number to identify on the turnover sheet supplied to the Town Treasurer for deposit.
2. The Finance Department in conjunction with the department head will prepare the legislation required for the Town Manager and the Town Council to accept the gift and allow for expenditures. This will be submitted to the Town Council Clerk for inclusion in the next available meeting agenda.
3. When the gift is formally accepted by the Town Council the Finance Department will create the entire set of accounts to allow for spending the funds in accordance with the intent of the gift.
4. The approval section of this form will be completed by the Finance Department and returned to the originating department as notification that spending can commence.

Fidelity Brokerage Services LLC

DATE	SECURITY DESCRIPTION	TYPE	AMOUNT
	EDWARD & DONNA HENEY CREDIT BALANCE		2,500.00

ACCOUNT NO.

FOLD, CREASE AND TEAR HERE TO REMOVE CHECK



Bridgewater Town Council

Introduced By: Councilor Gallagher
Date Introduced: 11/22/2022
First Reading: 11/22/2022
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Ordinance D-FY23-006: Proposed Bridgewater Zoning Ordinance Amendment - Adult Retirement Community in Planned Development District

ORDERED, that the Town Council assembled votes to amend the following proposed amendments to the Bridgewater Zoning Ordinances to allow future development of an Adult Retirement Community on the Claremont site as follows:

1. Amend § 3.2 Table of Use Regulations, Principal Uses A. by adding a new paragraph 14 entitled "Adult Retirement Community" as an allowed use by Special Permit in a Planned Development District, to be so designated by adding the letters "PB" in the column under PD.

2. Add to § 11, Definitions, the following:

Adult Retirement Community: Residential facilities or developments which are occupied by persons 55 years of age and older, excluding their spouses or surviving spouses from said age requirement, and which may include residential units occupied by resident staff personnel of any age. Residential units may be located in freestanding buildings or in multi-unit buildings. Adult Retirement Community may provide a combination of housing and personalized healthcare services designed to respond to the needs of individuals requiring assistance with activities of daily living, such as meal preparation, personal grooming, housekeeping, and medication. An Adult Retirement Community shall comply with the requirements of MGL c. 151 B and the Federal Fair Housing Act, as from time to time amended.

3. Amend §9.4.8 as follows:

Add to this section the following sentence:

"Maximum number of units in an Adult Retirement Community shall not exceed 25 units per acre of lot area."

Add "and Adult Retirement Community" after the word "Hotels".

4. Amend § 9.4.9(5) by inserting, ", Adult Retirement Community" after the words "Convention/exposition center".

5. Amend § 9.4.11 by adding to the list of required parking spaces the following:

"7. 1.3 spaces per dwelling unit for an Adult Retirement Community."

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•
•	•
•	•

Attachments: None



Bridgewater Town Council

Introduced By: William Wood, Councilor
Erik Moore, Councilor
Date Introduced: 1/24/2023
First Reading: 1/24/2023
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Ordinance D-FY23-009: Capital Expenditure Policy

WHEREAS, The Town Charter, Section 6.5, states, “The Town Council shall provide by ordinance the procedures for administration and fiduciary oversight of the budget.”;

WHEREAS, the Bridgewater-Raynham School District is an independent body from the Town of Bridgewater;

WHEREAS, The Town Council approves Capital Expenditure Requests from the Bridgewater-Raynham School District for Capital items;

NOW THEREFORE, the Capital Expenditure payment policy for the Town of Bridgewater with respect to the Bridgewater-Raynham School District for any Capital Expenditure items shall be:

1. No payment shall be made from the Town of Bridgewater to the Bridgewater-Raynham School District without an executed Purchase Order, Contract, or receipt for reimbursement.
2. Payments should be made in accordance with a “percent complete” method when executing a long-term project.
3. Payments made from the Town of Bridgewater to the Bridgewater-Raynham School District must be used for the specific purpose of the requested funds.

Explanation:

This policy will ensure that the request of funding from Bridgewater-Raynham, and the payments approved by the Town Council, and made by the Town of Bridgewater are tightly coupled so that no audit gaps or uncertainty of how the funds are used will exist.

Committee Referrals and Dispositions:

NOT FOR ACTION - FIRST READING

Referral(s)	Disposition(s)
•	•
•	•
•	•

Attachments: None



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 1/24/2023
First Reading: 1/24/2023
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY23-045: Ratification of Renewal Cable Television License Agreement: Comcast Cable Communication Management, LLC and Town of Bridgewater

ORDERED, in accordance with section 4-2 (15) of the Bridgewater Home Rule Charter, that the Town Council assembled vote to approve the negotiated agreement covering March 1, 2023 through February 28, 2033 with the Bridgewater Administrative Association.

Explanation:

With the assistance of the Cable Advisory Committee and the Town Attorney, the Town Manager has negotiated a franchise license agreement with Comcast. The proposed contract: Grants capital contributions to the Town of \$230,000; secured the maximum franchise fee of 5% for the Town and BTV; high definition for a local access channel; maintenance of the fiber connection from the Academy Building to the BTV studio as well as from BTV to Comcast; improved protection for private property owners; less costly underground line installations for some customers; credit for outages of longer than 24 hours; implements a new permitting requirement for any Comcast pedestals on Town road layouts; and the maximum senior citizen discount (negotiated as a side letter). It is important to note two things: One, Comcast does not have an exclusive franchise. Any other provider can negotiate an agreement with the Town. To date no other company is willing to enter into franchise negotiations. Two, the revenues that accrue to the benefit of the Town and BTV are derived from the cable television services and not from internet access. As more residents transition from traditional cable to streaming services only, the less the franchise fee will be.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•

NOT FOR ACTION - FIRST READING

Attachments:

1. 2023 Bridgewater Comcast Agreement
2. Bridgewater_Sr. Discount_2023

RENEWAL
CABLE TELEVISION LICENSE

GRANTED TO
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

GRANTED BY
THE TOWN OF BRIDGEWATER,
MASSACHUSETTS

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BRIDGEWATER RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast Cable Communications Management, LLC, (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Bridgewater, Massachusetts (hereinafter the "Town"), said license having commenced on May 12, 2008;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated October 22, 2015 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal January 10, 2018;

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

WHEREAS, the Issuing Authority has determined that 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 Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Town Council, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

- (a) Access Provider – shall mean the person, group or entity, for non-profit, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.
- (b) Affiliate or Affiliated Person – When used in relation to any Person, shall mean another Person who owns or controls, is owned or controlled by, or is under common ownership control with, such Person.
- (c) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.
- (d) 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.
- (e) Cable Division – shall mean the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A)

(f) 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.

(g) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Bridgewater, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated 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.

(h) Drop – shall mean the coaxial cable that connects a home or building to the feeder cable of the Subscriber Network or Video Return Line.

(i) Effective Date – shall mean March 1, 2023.

(j) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(k) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Bridgewater and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(l) Gross Annual Revenues – means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated

in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, leased access fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

(m) Issuing Authority – shall mean the Town Council of the Town of Bridgewater, Massachusetts, or the lawful designee thereof.

(n) Licensee – shall mean Comcast Cable Communications Management, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(o) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Bridgewater and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(p) Modulator – shall mean CATV modulator or equivalent device used for video signal transport.

(q) 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.

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

(s) PEG Access User – shall mean a Person utilizing designated PEG Access facilities for purposes of production and/or transmission of Peg Access Programming as opposed to utilization solely as a Subscriber.

(t) 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.

(u) Public, Educational and Governmental Access Channel – shall mean a video channel owned by Licensee designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

(v) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Bridgewater residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(w) 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.

(x) 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 Bridgewater, 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 Bridgewater 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.

(y) Renewal License or License – shall mean this non-exclusive Cable Television License granted by Licensee and any amendments or modifications in accordance with the terms herein.

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

(aa) Standard Installation – shall mean the standard one hundred fifty foot (150') aerial Drop connection to the existing distribution system.

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

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

(ad) Town – shall mean the City known as the Town of Bridgewater, Massachusetts.

(ae) 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.

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

(ag) Video Return Line - The dedicated, separate video return line providing upstream capacity for Video Programming from specific site (origination location) within the Town to the hubsite, where the signal is then switched to the appropriate downstream channel.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast Cable Communications Management, LLC, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Bridgewater. 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 Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal 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 Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE M.G.L.c. 166A §3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on March 1, 2023 and shall expire at midnight February 28, 2033.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L.c. 166 §22-25]

Pursuant to M.G.L.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 Television 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 [SEE M.G.L.c. 166A §13]

(a) In accordance with the provisions of federal law, M.G.L.c. 166A, § 13 and applicable regulations, this Renewal 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 Renewal 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 Renewal License and any present or future 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 to other Cable Service providers 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 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 Renewal License, including, but not limited to: franchise fees; payment schedules, insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television license 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) shall be on equivalent terms and conditions as those contained in this Renewal License.

(d) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L.c. 166A and applicable regulations promulgated thereunder.

(e) In the event that Licensee believes that any additional license(s) or other authorizations for similar wireline video service has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal License, or allowed by the Town without authorization, 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 Renewal License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(f) Should Licensee demonstrate that any such additional license(s) or other authorizations for similar wireline video service, have been granted on terms and conditions more favorable or less

burdensome than those contained in this Renewal License, or allowed by the Town without authorization, the Issuing Authority shall make equitable amendments to this Renewal License within a reasonable time.

(g) In the event that Licensee demonstrates that an existing or future Cable Service provider in the Town has been provided relief by the Issuing Authority from any obligation of its license, 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. License 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 the Town 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.

(h) In the event that Cable Services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor other than Licensee, which is not in any way an affiliate of Licensee, and such Person(s) or Multichannel Video Programming Distributor is not required by applicable law to be licensed by the Issuing Authority, and to the extent that Licensee reports to the Issuing Authority, in writing, that the providing of such Cable Services by such Person(s) or Multichannel Video Programming Distributor is having a negative financial impact upon Licensee's Cable System operations in the Town, Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from Licensee.

(i) Along with said written request, Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Issuing Authority shall afford Licensee an

opportunity to present the basis and the reasons for its determination. Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.

- (ii) Should Licensee demonstrate that the Cable Service(s) of such Person(s) is having a negative financial impact upon Licensee's Cable System operations in the Town, the Issuing Authority shall make equitable amendments to this Renewal License.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE M.G.L.c. 166A §3(a)]

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile providing however, that 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 make service available to multiple dwelling units (MDU) where economically feasible and providing 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 one hundred fifty aerial feet (150') of Licensee's Distribution Cable. For non-Standard Installations Licensee shall offer said 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 abutting Town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred fifty (150) feet of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.) and/or flower beds. Installations in excess of said 150 aerial feet or which involve a hard Surface or which require boring shall be provided at a rate based on Licensee's actual costs plus a reasonable rate of

return. For installations more than said 150 feet aerial not involving a hard surface, the first 150 feet aerial shall be at the standard installation rate. Underground installs 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.



SECTION 3.2 - SUBSCRIBER NETWORK

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

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

SECTION 3.4---EMERGENCY ALERT OVERRIDE CAPACITY

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

SECTION 3.5---SYSTEM TECHNICAL SPECIFICATIONS

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE [SEE M.G.L.c. 166A §5]

(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 Renewal License is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. 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 signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. 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.

(f) Upon written notice from the Issuing Authority, Licensee shall remedy a general deficiency with respect to the FCC technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE M.G.L.c. 166A §5(g)]

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 should submit a written estimate to Licensee of the actual cost of said repair or restoration. In all cases, the Licensee shall notify the DPW Director, or his designee, of any work which disturbs any pavement, sidewalk or other improvement of any public right of way or public place and shall submit to the DPW any permit that is required by the Town for such work.

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 aurally placed, if subsequently during the term of the Renewal License such public utility lines are required by local ordinance or State law to be relocated aurally 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.

(c) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) 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 [SEE M.G.L.c. 166A §5(a)]

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 – PLANT MAPS

Licensee shall maintain a complete set of plant maps of the Town, which will show those areas in which its facilities exist. The plant maps will be retained at Licensee's primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

SECTION 4.6 - BUILDING MOVES [SEE M.G.L.c. 166 §39]

(a) In accordance with applicable laws, Licensee shall, at its sole expense, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

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

SECTION 4.7 - DIG SAFE [SEE M.G.L.c. 82 §40]

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

SECTION 4.8 - DISCONNECTION AND RELOCATION [SEE M.G.L.c. 166 §39]

(a) 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 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 4.9 - 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 gives 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 4.10 – 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.

Section 4.11 - PEDESTALS

In any cases in which pedestals are to be utilized in Town Public Ways or within the Town public layout, such equipment must be low-profile, wherever practical, and at Town-approved locations to be determined when the Licensee applies for a permit, which shall not be unreasonably denied. All such equipment shall be shown on the Cable System maps made available to the Town in accordance with Section 4.5 (PLANT MAPS) above.

SECTION 4.12 — PRIVATE PROPERTY

The Licensee shall be subject to all laws, ordinances and/or regulations regarding private property in the course of constructing, upgrading, installing, operating, maintaining and operating the Cable System in the Town. The Licensee shall at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

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 B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of remotes. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

SECTION 5.6 – DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS

The Licensee shall provide a Cable Drop, Outlet and Basic Service along its cable routes to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority, including those listed in Exhibit 3, attached hereto and made a part hereof subject to the FCC's 621 Order as set forth herein and subject to the Issuing Authority reserving the right to discontinue such Cable Drop, Outlet and Basic Service to any or all such municipal and school buildings. If the Licensee intends to charge for the Cable Drop(s), Outlet(s) and Basic Service required herein, the parties shall adhere to the procedures and timelines in accordance with the FCC's 2019 Third Report and Order in the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), as such 621 Order may be amended from time to time.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of channel capacity for Public, Educational and Governmental (“PEG”) Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall continue to make available three (3) Public, Educational, and Government (“PEG”) Access Channels in Standard Definition (SD) format to be used for PEG Access programming by the Issuing Authority and/or its PEG Access Designee(s). Subject to the requirements of Section 6.3(c), the Licensee shall make available one (1) High Definition (HD) Access Channel for PEG Access purposes. Said HD PEG Access Channel shall be made available within twelve to eighteen (12 – 18) months of the Effective Date of this Renewal License. Upon activation of said HD PEG Access Channel, Licensee may reclaim one (1) SD PEG Access Channel.

(c) In the event the Issuing Authority, its PEG Designee(s) or other PEG Access User elects not to fully program its Channel(s) with original PEG Access Programming, Licensee may reclaim any unused time on those channels.

SECTION 6.2 - PEG ACCESS PROVIDER

Beginning on the Effective Date, the Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.1 above;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channels, all PEG Access Programming originating or aggregated during the term of this Renewal License at the PEG Access Studio, located at 80 Spring Street, Bridgewater, shall be

transmitted to the Licensee-owned Headend or hub-site on a Licensee-provided and owned fiber-based video return line continued to be made available by the Licensee without charge to the Town and/or Access Provider for their use. At Licensee-owned Headend or hub-site, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel.

(b) The Licensee shall continue to connect the Bridgewater Municipal Office Building, located at 66 Central Square, to the above referenced PEG Access Studio by a fiber-based video return line in order that the Town and/or its Access Provider can transmit PEG Access Programming from the Municipal Office Building to the aggregation point at the PEG Access Studio referenced in Section 6.3(a) above, without charge to the Town and/or Access Provider for their use.

(c) The Licensee shall, within twelve to eighteen months of the Effective Date of this License, purchase, install and operate high-definition interface equipment for one (1) HD PEG Access Channel. Upon activation of said HD PEG Access Channel, Licensee may reclaim one (1) SD PEG Access Channel. The Licensee shall own, maintain, repair and, if necessary, replace said equipment for the term of this Renewal License. Costs related to this project may be passed through to Subscribers in accordance with applicable law.

(d) The Licensee shall be responsible for all necessary inspections and performance tests of the video return line in accordance with applicable law and regulation for a Cable System. The Licensee shall provide, maintain, operate and repair all equipment necessary to receive and transmit PEG Access programming and PEG Access Channels as described in Section 6.3 above, including necessary transmission, switching and/or processing equipment located at its hub-site and/or Headend in order to switch upstream signals carrying PEG Access Programming from the PEG Access video return hub to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(e) The demarcation point between Licensee's equipment and the Town's and/or Access Provider's equipment shall with respect to the PEG Access Channels be at the input of the Licensee owned equipment used for video signal transport at the PEG Access Studio (80 Spring Street) and

at Bridgewater Raynham High School (415 Center Street) for the shared Educational Access Channel with the Town of Raynham. The Licensee shall own, maintain, repair and/or, if necessary, replace said video signal transport equipment.

(f) There shall be no charges by the Licensee to the Town, its Issuing Authority, the Access Provider or Access Users for the Access Channels, PEG Access origination, video return or cablecasting as required or provided pursuant to this Section 6.3.

(g) The Licensee and the Issuing Authority shall work together in good faith with respect to any difficulties that arise regarding the transmission, switching and/or cablecasting of PEG Access Programming, pursuant to this Section 6.3.

SECTION 6.4 – PEG ACCESS SUPPORT

Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG Access purposes, equal to five percent (5.0%) of its Gross Annual Revenues, less applicable License Fees and assessments from any state or other governmental agencies. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming operations. Said Franchise Fee payments shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on or before May 15, 2023 for the period of March 1, 2023 through March 31, 2023. Quarterly thereafter, Licensee shall provide payments each August 15th, November 15th, February 15th and May 15th based on revenues as defined in Section 1.1 (l) from the previous calendar quarter.

SECTION 6.5– PEG ACCESS CAPITAL FUNDING

The Licensee shall provide capital funding to the Issuing Authority or its Access Designee for capital costs for public, educational or governmental (PEG) access facilities (the “PEG Access Capital Funding”) in the amount of Two Hundred Thirty Thousand Dollars (\$230,000) paid in annual increments of Twenty-Three Thousand Dollars (\$23,000) plus 0.3% of Gross Annual Revenues as

defined in Section 1.1 (l) payable on a quarterly basis based on revenues from the previous calendar quarter. The first \$23,000 payment shall be made on or before May 1, 2023 and thereafter on May 1st of each year until the last payment of \$23,000 which shall be made on or before May 1, 2032.

The first 0.3% GAR payment shall be made on or before May 15, 2023 for the period of March 1, 2023 through March 31, 2023 and quarterly thereafter each August 15th, November 15th, February 15th and May 15th based on revenues from the previous calendar quarter until the last payment for the period of January 1, 2033 through February 28, 2033.

(b) The Town and/or its Access Designee shall own all PEG Access facilities and equipment purchased with the PEG Access Capital Funding provided pursuant to this Section 6.5. The Licensee shall have no obligation for maintenance, repair or replacement of such PEG Access facilities and equipment.

(c) The PEG Access Capital Funding provided herein by the Licensee shall not be counted toward: (i) the PEG Access Annual Support provided by the Licensee pursuant to Section 6.4 above; or (ii) the License Fee payment payable pursuant to Section 7.1 below.

SECTION 6.6 – REPORT OF DISBURSEMENTS

(a) Annually, on or before February 15th, the Issuing Authority, or its designee, shall submit to the Licensee a written report showing actual disbursements made of the funds provided by the Licensee on behalf of the access corporation, pursuant to Article 6 herein.

(b) Said report shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG Access facilities.

(c) If upon review of the report, the Licensee finds that any use of the funds by the access provider have been inappropriately related to PEG Access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing

Authority and Licensee agree that funds have not been used appropriately, the Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG Access support and or PEG Access capital payments, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of the funds.

(e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing Authority disagrees with the Licensee, regarding the inappropriate use of funds, the matter may be referred to the Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

SECTION 6.7 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

SECTION 6.8 – INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a license is issued by the Issuing Authority to a competing licensee, the competing licensee may not connect its system to Licensee's current Cable System or Licensee's signal return facilities for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

SECTION 6.9 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The parties hereto agree that consistent with 47 U.S.C. §558, Licensee shall not incur liability in connection with or arising from programming thereby exempted from such liability when carried on PEG Access Channel(s).

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - 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 Cable Division as they exist or as they may be amended from time to time.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES [SEE M.G.L.c. 166A §10]

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Cable Division or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Cable Division shall be notified by Licensee on forms to be prescribed by the Cable Division not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 7.3 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES [SEE M.G.L.c. 166 §5(h)]

Licensee shall not remove any television antenna of any Subscriber but shall, at Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 7.4 - SERVICE INTERRUPTIONS [SEE M.G.L.c. 166A §5(1)]

In the event that Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Licensee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Licensee from the Subscriber.

SECTION 7.5 - SUBSCRIBER TELEVISION SETS [SEE M.G.L.c. 166A §5(d)]

Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 7.6 - 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 7.7 – MONITORING [SEE 47 USC 551]

Neither Licensee nor its designee nor the Issuing Authority nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. Licensee shall report to the affected parties any

instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

SECTION 7.8 – POLLING [SEE 47 USC 551]

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 7.9 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this License, Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information. Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Licensee to be competitively sensitive. In the event that the Issuing Authority receives a request under a state “sunshine,” public records or similar law for

the disclosure of information Licensee has designated as confidential, trade secret or proprietary, the Issuing Authority shall notify Licensee of such request and cooperate with Licensee in opposing such request.

SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair, and sales personnel, and persons under the control of contractors or subcontractors engaged by Licensee, entering private property shall be required to carry an employee identification card approved by Licensee.

SECTION 7.11 — RESPECT FOR PRIVATE PROPERTY

Nothing herein shall be construed as authorizing access or entry onto private property, or any other property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License.

ARTICLE 8

PRICES AND CHARGES

SECTION 8.1 - RATES 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 [47 U.S.C. 543]. 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 Renewal 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 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents 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 (best efforts of 10 business days) 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 9.2 - INSURANCE

(a) Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal 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 damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

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

SECTION 9.3 - PERFORMANCE BOND

(a) Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) a performance bond in the amount of Fifty Thousand Dollars (\$50,000) 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 M.G.L.c. 166A, § 5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);
- (3) the indemnity of the Town in accordance with M.G.L.c. 166A, § 5(b);
and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f).

(b) Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent. The Issuing Authority shall not unreasonably withhold its consent.

(c) The Issuing Authority may only draw upon the bond after taking action pursuant to Section 9.8 herein.

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal 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 of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include (i) the PEG Access Annual Support (Section 6.4, (a) and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) interest due herein to the Issuing Authority because of late payments; and (ii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by Licensee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

SECTION 9.5 - REPORTS

(a) Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which

shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF LICENSE

The License issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

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

(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 M.G.L.c. 166A, § 5(j);

(d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein;

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

(g) For failure to complete construction in accordance with the provisions of the Renewal License.

SECTION 9.8 - 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 provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify Licensee in writing, by certified mail, of the 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 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 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(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 9.8(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 9.8(d) above , then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 9.9 - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority; provided, however, that liquidated damages cannot be imposed unless and until the Issuing Authority has followed the notice and cure provisions in Section 9.8. Any such liquidated damages shall only be assessed, after a full finding of default according to the provisions of Section 9.8, effective beginning as of the date Licensee received written notice from the Issuing Authority in accordance with Section 9.8 above:

(i) For failure to operate and maintain the Cable System, in accordance with Sections 2.1(c) and 4.1, One Hundred Dollars (\$100.00) per day, for each day that such non-compliance continues;

(ii) for failure to comply with the FCC Customer Service Obligations, and the customer service regulations promulgated by Cable Division at 207 CMR 10.00 et seq., One Hundred Dollars (\$100.00) per day that any such non-compliance continues;

(iii) For failure to build out the cable system in accordance with Section 3.1 above, one hundred dollars (\$100.00) per day that such non-compliance continues.

(b) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach pursuant to Section 9.9(a) above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach.

(c) Licensee shall have thirty (30) days from receipt of written notice from the Issuing Authority to pay the liquidated damages; provided, however, that Licensee may appeal (by pursuing administrative, judicial or other relief afforded by the Issuing Authority) any assessment of liquidated damages within thirty (30) days of receiving written notice of the assessment.

(d) Each of the above-mentioned cases of non-compliance in this Section 9.9(a) shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty for forfeiture, and are within one or more exclusions to the term “franchise fee” provided by Section 622(g)(2)(A)-(C) of the Cable Act.

SECTION 9.10 - TRANSFER OR ASSIGNMENT

This Renewal 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 Cable Division. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer

or assignment of a license or control thereof under M.G.L.c.166A Section 7. Under 207 CMR 4.00, an “affiliated company” is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. 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 9.11 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 9.10 above shall be null and void, and shall be deemed a material breach of this Renewal License and subject to Section 9.8 infra.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of anyone or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

SECTION 9.12 - REMOVAL OF SYSTEM

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, 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.

SECTION 9.13 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.14 - NO THIRD PARTY BENEFICIARIES

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

SECTION 9.15 – POLICE POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public and of general applicability and not specific to this License or to cable operators only. Licensee shall comply with all applicable general by-laws enacted by the Issuing Authority pursuant to any such powers. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 9.16 PERFORMANCE EVALUATION HEARINGS

- (a) The Issuing Authority may hold a performance evaluation hearing during each year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on PEG access channels, facilities and support, customer service and complaint response.
- (b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to the installation, maintenance or operation of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s) and produce such documents or other materials relevant to such review and evaluation as are reasonably

requested from the Town in order to review compliance with the Renewal License. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

- (c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to Licensee's Compliance with the Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's office.
- (d) If inadequacies are found by the Issuing Authority which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal 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 10.2 - 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 during the continuance of such inability. Unless further limited elsewhere in this Renewal 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, environmental restrictions or any other cause or event not reasonably within Licensee's control.

SECTION 10.3 - NOTICES

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

Town of Bridgewater
Attn: Town Council
Municipal Office Building
66 Central Square
Bridgewater, MA 02324

(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 Relations
5 Omni Way
Chelmsford, MA 01824

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 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

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

- (a) Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (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 Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal 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 Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF JANUARY, 2023.

TOWN OF BRIDGEWATER

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

By:

By:

Michael Dutton, Town Manager

Anthony M. Bowling, Senior Vice President
Greater Boston Region

TOWN OF BRIDGEWATER, acting by and through its TOWN COUNCIL

BY: _____
Fred Chase, President

BY: _____
Erik Moore, Vice-President

BY: _____
Kevin Perry

BY: _____
Shawn George

BY: _____
Peter Colombotos

BY: _____
William Wood

BY: _____
Frank Sousa

BY: _____
Matthew Rushton

BY: _____
Dennis Gallagher

EXHIBIT A

CABLE DROPS TO PUBLIC BUILDINGS

Bridgewater-Raynham Reg. High School	415 Center St.
Mitchell Elementary School	500 South St.
Williams Intermediate School	200 South St.
Bridgewater Middle School	166 Mt. Prospect St.
Bridgewater Fire Dept.*	22 School Street
Bridgewater Police Dept.	220 Pleasant Street
Bridgewater Public Library	15 South Street
Bridgewater Senior Center	10 Wally Krueger Way
Bridgewater Municipal Office Building	66 Central Square
Bridgewater Rec. Dept.	90 Cottage Street
Memorial Building (DPW)	25 South Street
Access Studio	80 Spring Street
*Address change effective 2024	1125 Pleasant Street

EXHIBIT B

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.

EXHIBIT C

VIDEO HUB

Access TV Studio

80 Spring Street



March 1, 2023

Town of Bridgewater
Attn: Town Council
Municipal Office Building
66 Central Square
Bridgewater, MA 02324

Re: Discount available to eligible Bridgewater Senior Citizens

Dear Council Members:

The purpose of this letter is to outline the senior citizen discount that will be available to qualified Bridgewater Comcast cable service subscribers.

Comcast will voluntarily offer a discount equal to \$2.00 per month off Digital Starter or equivalent cable service. The discount will be for those persons age sixty-five (65) or older, who are head of household and receiving SSI or Medicaid. A qualifying subscriber must be able to show proof of such qualifications. Acceptable documentation would be the following:

- Proof of Age: Drivers License, Birth Certificate, or Passport
- Head of Household: Lease, Deed, Town Tax Bill
- Receiving SSI or Medicaid benefits under Social Security

This discount will be available no later than 90 days from the effective date of the recently executed Cable Television Renewal License.

Comcast reserves the right to modify or eliminate such program at its sole discretion. In the event Comcast adopts and offers a statewide senior citizen discount program, Comcast reserves the right to implement such program, after reasonable written notice to your office.

Sincerely,
Catherine Maloney
Catherine Maloney, Sr. Manager
Government and Regulatory Affairs