



Town of Bridgewater

Finance Committee

February 16, 2023

5:00 PM

The meeting will be held virtually via Zoom.

To attend via video, click on the link below:

<https://us06web.zoom.us/j/84833574057>

To attend via phone, dial: 1(646) 876-9923

Meeting ID: 848 335 740 57

MEETING AGENDA

Disclosure: Pursuant to Section 20 of Chapter 20 of the Acts of 2021, An Act Relative to Extending Certain Covid-19 Measures Adopted During the State of Emergency, this meeting for the Town of Bridgewater will be fully remote and accessible to the public through remote participation to the greatest extent possible. There will be no in person attendance permitted. Citizens who wish to tune in to the meeting may do so via Zoom.

- A. Call to Order**
- B. Approval of Meeting Minutes**
 - a) January 23, 2023 Meeting Minutes
- C. Public Comment**
- D. New Business**
 - a) Order O-FY23-044: Acceptance of Funds - Council on Aging Donation
 - b) Ordinance D-FY23-009: Capital Expenditure Policy
 - c) Order O-FY23-045: Ratification of Renewal Cable Television License Agreement: Comcast Cable Communication Management, LLC and Town of Bridgewater
 - d) Order O-FY23-046 Acceptance of Gift - Natural Resources Trust of Bridgewater
 - e) Order O-FY23-047 2023 Election - Debt Exclusion Ballot Question
- E. Old Business**
- F. Additional Items for Discussion**
- G. Adjournment of Meeting**

TOWN OF BRIDGEWATER

Finance Committee

Nathan Schofield, Chair
Eric Langone, Vice Chair
Julie Scleparis
Suzi Robinson
Christopher Blunt
MJ Spagone
Rigobert Noel
Lee Beane



Academy Building - 66 Central Square
Bridgewater, MA 02324

Bridgewater Finance Committee Minutes for the FinCom Meeting that Convened on January 23, 2023 via Zoom

Call to order: Eric Langone called the meeting to order at 7:32p.m.

Committee Members Present: Nathan Schofield, Julie Scleparis, Rigobert Noel, MJ Spagone, Christopher Blunt and Eric Langone

Committee Members Not Present: Lee Beane

Guests in Attendance: Town Manager Michael Dutton, Finance Manager Laurie Guerrini and Councilor William Wood. School Committee members Michael Dolan, Lillian Holbrook and Interim Superintendent Ryan Powers were also in attendance.

Public Comment – None

Approval of Meeting Minutes

1) January 4, 2023

MJ Spagone motioned to approve the January 4, 2023 meeting minutes, which was duly seconded. With a vote of 4 yeas the motion was approved.

New Business

Order O-FY23-040: Certified Assessors Compensation

Town Manager Dutton noted that this is needed in order to give the Assessors an increase after completing certification classes.

Julie Scleparis inquired the percentage amount the increase could be and Town Manager Dutton noted that it is up to 10%. If the current Assessor is given the 10% it would put her in line with her grade and step and in line with other Assessors.

Rigobert Noel asked what towns were looked at for benchmarking. Town Manager Dutton noted that external and internal equity was looked at and the towns of East Bridgewater, West Bridgewater, Raynham and Dartmouth.

Christopher Blunt motioned to recommend O-FY23-040 which was duly seconded. With a vote of 6 yea the motion was approved.

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

Town Manager Dutton noted that this amount is lower than past years. Have reached out to the Department of Corrections. It could be caused by Covid because the amount is based upon population and this amount was from 2021.

Rigobert Noel motioned to recommend O-FY23-040 which was duly seconded. With a vote of 6 yea the motion was approved.

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

Town Manager Dutton gave a brief update of what CPC is. It is funded with 2% surcharge on property taxes and can be used for historic, open space and community housing. This project is part of mitigation from state. Natural resources worked for a trail easement. They have raised 15k and looking for \$40k which CPC recommended.

MJ Spagone motioned to recommend O-FY23-042 which was duly seconded. With a vote of 6 yea the motion was approved.

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

Town Manager Dutton noted that this was for the track that the council funded and the school used the funds for it. Town asked school for the money back and to submit more information for IT in the new order. Being overly transparent. Going forward Capital Assessment from school will be done in separate order.

School Committee member Michael Dolan noted that the track is funded through other funds and this is part of the comprehensive IT plan.

Christopher Blunt motioned to recommend O-FY23-043 which was duly seconded. With a vote of 6 yea the motion was approved.

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

Councilor William Wood noted that he introduced this Ordinance so the town can accept taxes on recreational marijuana. 3% is the highest percentage you can charge. Budget & Finance voted 3-0 to recommend.

Eric Langone motioned to recommend Proposed Ordinance D-FY23-007, which was duly seconded. With a vote of 6 yea the motion was approved.

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

Councilor William Wood noted that tax revenues from retail marijuana will come in and go into the General Fund. We can use a reserve account then the council decides with recommendation for the Finance Committee how much and where it will be appropriated. This measure establishes the fund.

MJ Spagone motioned to recommend Proposed Ordinance D-FY23-008, which was duly seconded. With a vote of 6 yea the motion was approved.

Adjourn

Nate Schofield noted that Wednesday night meetings will no longer work for him and suggested that they meet on Monday nights.

Julie Scleparis made a motion to change meeting nights from Wednesdays to Mondays, which was duly seconded. With a vote of 6 yea the motion was approved.

Chistopher Blunt motioned to adjourn the meeting of the FinCom at 9:00p.m. which was duly seconded. With a vote of 6 yea the motion was approved.

The next meeting will be Monday, January 30, 2023 at 7:30p.m

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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)
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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: 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



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 2/7/2023
First Reading: 2/7/2023
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY23-046: Acceptance of Gift - Natural Resources Trust of Bridgewater - \$25,000

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 the Natural Resources Trust of Bridgewater, Inc. for \$25,000. 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 gift of \$25,000 to expend the gift in accordance with stated purpose thereof.

Explanation:

This funding, along with the recent vote of the CPA Funds last meeting FY23-042 of \$40k will fund the survey work by the state agency, DCAMM (Division of Capital Asset Management & Maintenance) for Phase 2 of the Old State Farm Trail Project. The \$25k represents \$15k approved by the Taunton River Watershed Council and \$10k from the Sheehan Family Companies.

Committee Referrals and Dispositions:

Referral(s)	Disposition(s)
•	•

•	•
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Attachments: None



Bridgewater Town Council

Introduced By: Town Manager
Date Introduced: 2/7/2023
First Reading: 2/7/2023
Second Reading:
Amendments Adopted:
Third Reading:
Date Adopted:
Date Effective:

Order O-FY23-047: 2023 Election - Debt Exclusion Ballot Question

ORDERED: (1) that the Town of Bridgewater, pursuant to G.L. c. 59, § 21C(a), shall seek voter approval at the next election on April 22, 2023 to assess taxes in excess of the amount allowed pursuant to G.L. 59 § 21C for the payment of the Town's share of the principal and interest on bonds, notes or certificates of indebtedness, issued by the Bristol-Plymouth Regional Vocational Technical School District to pay costs of the funding of the demolition of the current Bristol-Plymouth Vocational Technical School, 207 Hart Street, Taunton, MA 02780, and the construction of a new Bristol-Plymouth Vocational Technical School on the same site, including the payment of costs incidental or related thereto;

(2) to that end the Town Clerk is hereby directed to place the following question on the ballot:
Shall the Town of Bridgewater be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the Town's allocable share of the bond issued by the Bristol-Plymouth Regional Vocational Technical School District to pay the costs of demolition of the current Bristol-Plymouth Vocational Technical School, 207 Hart Street, Taunton, MA 02780, and the construction of a new Bristol-Plymouth Vocational Technical School on the same site, including the payment of costs incidental or related thereto?

Yes ____ No ____

Explanation:

On March 5, 2022 voters approved the construction of the Bristol-Plymouth Regional Vocational Technical School. This ballot question deals with the payment of the Town's portion of the construction costs. A "yes" vote will allow the Town to pay its share of the new school by excluding the annual cost from the provisions of Prop 2 ½. A "no" vote will require the Town to pay the cost through its general fund budget. It would force significant reduction of other municipal services. For FY2023, the median house would pay an additional \$8 per year. In the following 29 years, the median house would pay approximately \$33 per year. Since the calculation is based on the number of Bridgewater students attending Bristol-Plymouth, these number are approximate and based on this year's enrollment numbers.

Committee Referrals and Dispositions:

NOT FOR ACTION - FIRST READING

Referral(s)	Disposition(s)
•	•
•	•

Attachments: None