



**NOTICE OF A PUBLIC MEETING POSTED IN ACCORDANCE WITH
THE PROVISIONS OF MGL 30A §18 – 25**

BOARD/COMMITTEE/COMMISSION: Board of Selectmen

DATE SUBMITTED TO TOWN CLERK: September 22, 2023, 10 AM

MEETING DATE: Tuesday, September 26, 2023 TIME: 5:00 PM

LOCATION: Town Hall, 511 Main Street, Dunstable, MA

Topics the Chair Reasonably Anticipates will or could be Discussed:

Note: All topic placement & times are estimated and may vary *tremendously* from projections

SCHEDULED AGENDA

1.	<i>Call to Order</i>
2.	<i>Public Comments</i>
3.	<i>PUBLIC HEARING: Verizon Franchise Agreement - September 26, 2023 to September 25, 2028*</i>
4.	<i>Treasurer/Collector Appointment – Andrew Wall*</i>
5.	<i>Meeting Minutes – September 18, 2023*</i>
5.	<i>Town Administrator Report</i>
6.	<i>New Business/Old Business</i>
7.	<i>Adjourn</i>

*Votes likely to be taken

(Note: This listing of matters reflects those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.)

This week's meeting will be streaming live on [You Tube](#).

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

DATE, ~~2022~~2023

**BOARD OF SELECTMEN
TOWN OF DUNSTABLE,
MASSACHUSETTS**

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[TOC TO BE UPDATED WITH FINAL EXECUTION COPY]

EXHIBITS

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTON 3.3)

EXHIBIT B – FORM OF PERFORMANCE BOND

THIS CABLE RENEWAL LICENSE AGREEMENT (this “License” or “Agreement”) is entered into by and between the Board of Selectmen of the Town of Dunstable, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of April 30, 2007, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of fifteen (15) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate and maintain a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Licensee shall make available to the Town without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or its PEG Access Designee.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), meaning Licensee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service, which includes video programming, and which is provided to multiple Subscribers within the Town. The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Town and shall not include the tangible Telecommunications Facilities of Licensee subject in whole or in part to Title II or of an Information Services provider.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended, which includes the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and by the Telecommunications Act of 1996.

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Licensee's affairs.

1.11. *Educational Access Channel*: An Access Channel available for the non-commercial use of the local public schools in the Town, as well as the PEG Access Designee.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Licensee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, epidemics, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *FTTP Network*: Shall have the meaning set forth in the recitals of this Agreement.

1.15. *Government Access Channel*: An Access Channel available for the non-commercial use of the Issuing Authority and/or its PEG Access Designee.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee from the operation of the Cable System to provide Cable Service in the Town, provided, however, that Gross Revenue shall not include:

1.16.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System;

1.16.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.16.3. Refunds, rebates or discounts made to Subscribers or other third parties;

1.16.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Licensee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders;

1.16.5. Any revenue of Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue based on the number of Subscribers in the Town;

1.16.6. Revenues from the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable license fees from purchaser's customer;

1.16.7. Any tax of general applicability imposed upon Licensee or upon Subscribers by a Town, State, federal or any other governmental entity and required to be collected by Licensee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable license fees);

1.16.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cable or other communications services to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.16.9. Revenues from the sales of capital assets or sales of surplus equipment;

1.16.10. Program launch fees;

1.16.11. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; and

1.16.12. Any fees or charges collected from Subscribers or other third parties for the PEG Grant.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.18. *Internet Access Service*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Issuing Authority*: The Board of Selectmen of the Town of Dunstable.

1.20. *License Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.21. *Licensee*: Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.22. *Massachusetts Cable Law*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.23. *Non-Cable Services*: Any service that does not constitute the provision of Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services and Telecommunications Services.

1.24. *PEG*: Public, educational, and governmental.

1.25. *PEG Access Designee*: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation.

1.26. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.27. *Public Access Channel*: An Access Channel available for the non-commercial use by residents in the Town and managed by the Issuing Authority and/or its PEG Access Designee.

1.28. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.29. *Service Area*: The entire existing territorial limits of the Town.

1.30. *State*: The Commonwealth of Massachusetts.

1.31. *Subscriber*: A Person who lawfully receives Cable Service of the Cable System with Licensee's express permission.

1.32. *Telecommunications Facilities*: Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.33. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.34. *Title II*: Title II of the Communications Act, as amended.

1.35. *Title VI*: Title VI of the Communications Act, as amended.

1.36. *Town*: The Town of Dunstable.

1.37. *Transfer of the License*:

1.37.1. Any transaction in which:

1.37.1.1. an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.37.1.2. the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons.

1.37.2. However, notwithstanding Sections 1.37.1.1 and 1.37.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee.

1.38. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

1.39. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the Town.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System along the Public Rights-of-Way within the Town, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term*: The term of this License shall be for a period of five (5) years, commencing on _____, 20222023 (the "Effective Date"), and expiring at midnight on _____, 20272028, unless sooner revoked or terminated as provided herein.

2.4. *Termination Generally*: Notwithstanding any provision herein to the contrary, Licensee may terminate this License and all obligations hereunder at any time during the term of this License for any reason, in Licensee's sole discretion, upon sixty (60) days' written notice to the Issuing Authority.

2.5. *Modification/Termination Based on VSP Requirements*:

2.5.1. If there is a change in federal, State, or local law that reduces any material financial and/or operational obligation that the Issuing Authority has required from or imposed upon a VSP, or if the Issuing Authority enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice, commence negotiations to modify this License to create reasonable competitive equity between Licensee and such other VSP. Any modification of the License pursuant to the terms of this section shall not trigger the requirements of 207 CMR 3.07.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the change in law and the resulting change in obligations. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3. In the event the parties do not reach mutually acceptable agreement on a modification requested by Licensee, Licensee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

- a. commencing license renewal proceedings in accordance with 47 U.S.C. § 546
- b. terminating the License within two (2) years from written notice to the Issuing Authority;
- c. submitting the matter to mediation by a mutually-acceptable mediator; or
- d. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association.

2.5.4. The PEG Grant and PEG Access Support, as provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5. PEG Grant and PEG Access Support payments under this License shall be modified in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights which are granted shall not adversely impact the authority as granted under this License and shall not interfere with the existing facilities of the Cable System or the FTTP Network.

2.7. *License Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions

of federal and State law as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of Agreement:*

2.9.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.9.3. Should any change to State law have the lawful effect of materially altering the terms and conditions of this License, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this License, then Licensee may terminate this Agreement without further obligation to the Town or, at Licensee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10. *Police Powers:* The Town shall not enact any bylaws or regulations that are inconsistent with this License, provided however that nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police power results in any material alteration of the terms and conditions of this License, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this License, then Licensee may terminate this Agreement without further obligation to the Town or, at Licensee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas, developments, buildings or other residential dwelling units subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units that Licensee cannot access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Licensee; (F) in areas, developments, buildings or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, buildings or other residential dwelling units by using Licensee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date; or (H) where Licensee determines, in good faith, that providing Cable Service is not commercially reasonable.

3.2. *Availability of Cable Service:* Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Service Area in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within three hundred (300) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed three hundred (300) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable

Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, the Licensee shall provide without charge within the Service Area, one service outlet activated for Basic Service to each public school, police and fire station, public library, and other public buildings as are designated by the Issuing Authority. Each such written designation shall include the street address of each building. The current designation of public buildings and their street addresses are set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each building receiving service pursuant to this Section 3.3. Licensee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than three hundred (300) feet of drop cable; provided, however, that Licensee shall not charge for the provision of Basic Service to the additional service outlets once installed. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR § 3.07.

4. SYSTEM OPERATION

The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not and will not assert jurisdiction over Licensee's FTTP Network in contravention of those limitations.

5. SYSTEM FACILITIES

5.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements:

5.1.1. The System shall be operated with a digital carrier passband of between 50 and 860 MHz.

5.1.2. The System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

5.2. *Interconnection:* The Licensee shall design its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.3. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the System.

6. PEG SERVICES AND SUPPORT

6.1. *PEG Set Aside:*

6.1.1. In order to ensure universal availability of PEG programming, Licensee shall provide capacity on its Basic Service tier for two (2) Channels for Public Access, Educational Access and Government Access (collectively, “PEG Access Channels”).

6.1.2. The Issuing Authority hereby authorizes Licensee to transmit PEG Access Channel programming within and without the Town’s jurisdictional boundaries. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term. If a PEG Access Channel provided under this Article is not being utilized by the Town, Licensee may utilize such PEG Access Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Access Channel for its intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide Licensee with 120 days’ prior written notice of such request.

6.2. *PEG Interconnection and Cablecasting:*

6.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at 511 Main Street, Dunstable, MA (the “PEG Interconnection Site”) and shall provide, install, maintain, repair and replace its own equipment as may be reasonably necessary to receive and transmit PEG Access Channel programming from the Interconnection Site to Subscribers. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the Issuing Authority or PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority’s express written consent, and subject further to Licensee’s prior disclosure of such costs and prior consent to same by the Issuing Authority or PEG Access Designee.

6.2.2. The demarcation point between the Licensee’s signal processing equipment (which the Licensee shall own, install and maintain) and the Town’s PEG equipment shall be at the output of the Town’s signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town’s side of the demarcation point and used to generate or administer any PEG access signals, except as necessary to implement the Licensee’s responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection

issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee's System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee's System without Licensee's prior written consent.

6.3. *PEG Grant:*

6.3.1. Licensee shall pay to the Issuing Authority a PEG grant to be used for PEG Access Channel capital funding purposes in the total amount of ~~TBD~~ Three Thousand Dollars (\$TBD3,000.00) (the "PEG Grant"), payable ~~in four (4) equal installments of TBD Dollars (\$TBD.00) each, due and payable~~ within forty-five (45) days of the Effective Date, ~~and on. The PEG Grant shall be used solely by the first (1st), second (2nd) Issuing Authority and/or the PEG Access Designee for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and third (3rd) anniversaries of the Effective Date program playback equipment, or for renovation or construction of PEG access facilities. The Issuing Authority and/or the PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant, and Franchisee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.~~

6.3.2. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligation set forth above, the Licensee's obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total payment required to be made by any VSP to the Issuing Authority. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Issuing Authority. Notwithstanding the foregoing, if at any time during the term of this License, any other VSP ceases to provide cash grants to the Town in support of the production of local PEG programming in accordance with the terms of its respective license agreement, then Licensee's PEG Grant obligation shall also cease. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other provider's failure to provide a cash grant in accordance with the schedule set forth in such provider's license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

6.4. *Indemnity for PEG:* The Issuing Authority shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Licensee to transmit programming consistent with this License and to hold harmless and defend Licensee and the Town from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The

Issuing Authority shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531).

6.5. *Recovery of Costs:* To the extent permitted by federal law, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant and any other costs arising from the provision of PEG services, including interconnection, from Subscribers and to include such costs as separately billed line items on each Subscriber's bill. Without limiting the foregoing, if allowed under State and federal laws, Licensee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6.6. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

6.7. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

7. LICENSE FEES

7.1. *License Fee:* Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the "License Fee").

7.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenues and in accordance with the definition of the term Franchise Fee and the five percent (5%) cap on Franchise Fee(s) as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542 and FCC regulations and orders pursuant thereto.

7.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

7.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this Agreement shall be three (3) years from the date on which payment by Licensee is due.

8. CUSTOMER SERVICE

8.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions

contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

8.2. *Denial of Service:* Nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by Licensee's terms and conditions of service.

8.3. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

9. REPORTS AND RECORDS

9.1. *Open Books and Records:* Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority shall have the right to inspect Licensee's books and records pertaining to Licensee's provision of Cable Service in the Town during Licensee's regular business hours at an office of Licensee and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. The Issuing Authority shall treat any information disclosed by Licensee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

9.2. *Records Required:* Licensee shall at all times maintain:

9.2.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein shall mean any written or verbal contact with Licensee in connection with a subscription in which a Subscriber expresses dissatisfaction with an act, omission, product or service relating to the provision of Cable Services in the Town that is (i) within Licensee's control, and (ii) requires a corrective measure on the part of Licensee. Complaints recorded will not be limited to complaints requiring an employee service call;

9.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.2.5. A map showing the area of coverage for the provisioning of Cable Services.

10. INSURANCE AND INDEMNIFICATION

10.1. *Insurance:*

10.1.1. Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

10.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) per occurrence for property damage and bodily injury and one million dollars (\$1,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town.

10.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for each accident for bodily injury and property damage coverage.

10.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 disease-policy limit.

10.1.1.4. The Town shall be included as additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

10.1.1.5. Upon receipt of notice from its insurer(s), Licensee shall provide the Town with thirty (30) days' prior notice of cancellation of any required coverage.

10.1.1.6. Each of the required insurance policies shall be with sureties qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

10.1.1.7. Upon written request, Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

10.2. *Indemnification:*

10.2.1. Licensee shall indemnify and hold the Town harmless at all times during the term of this License from any and all claims and actions for injury and damage to persons or property, both real and personal, caused by the installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this License, provided that the Town shall give Licensee written notice of its request for indemnification within ten (10) days of receipt of a claim pursuant to this subsection. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Licensee in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System.

10.2.2. With respect to Licensee's indemnity obligations set forth in Section 10.2.1, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of the Town and the Town does not consent to the terms of any such settlement or compromise, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

10.2.3. The Town shall hold harmless and defend Licensee from and against, and shall be responsible for, damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the Town.

10.2.4. The Town shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. The Licensee shall not be required to indemnify the Town for acts of the Town which constitute willful misconduct or negligence, on the part of the Town, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

10.3. *Performance Bond.* Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Twenty-Five Thousand Dollars (\$25,000) securing the performance of Licensee's obligations under this License. The performance bond shall be substantially in the form of **Exhibit B**. In the event that a performance bond provided pursuant to this License is not renewed or is cancelled, Licensee shall provide new security pursuant to this Article within thirty (30) days of such failure

to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond.

11. TRANSFER OF LICENSE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.37.2 above.

12. RENEWAL OF LICENSE

12.1. *Governing Law:* The Town and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546 and applicable provisions of the Massachusetts Cable Law.

12.2. *Needs Assessments:* In addition to the procedures set forth in Section 626 of the Communications Act, the Town shall notify Licensee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Licensee under the terms of this License. Such assessments shall be provided to Licensee by the Town promptly so that Licensee has adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of this License prior to expiration of its term.

12.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Licensee and the Town agree that at any time during the term of the then current License, while affording the public appropriate notice and opportunity to comment, the Town and Licensee may agree to undertake and finalize informal negotiations regarding renewal of the then current License and the Issuing Authority may grant a renewal thereof.

12.4. *Consistent Terms:* Licensee and the Town consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626 of the Communications Act.

13. ENFORCEMENT AND TERMINATION OF LICENSE

13.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2. *Licensee’s Right to Cure or Respond:* Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee

contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Town shall provide Licensee with written confirmation that such cure has been effected.

13.3. *Public Hearing:* In the event that Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

13.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

13.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 10.3 above; or

13.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 13.5.

13.5. *Revocation:* Should the Issuing Authority seek to revoke this License after following the procedures set forth in this Article, including the public hearing described in Section 13.3, the Issuing Authority shall give written notice to Licensee of such intent. The notice shall set forth the specific nature of the noncompliance. The Licensee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Issuing Authority has not received a satisfactory response from Licensee, it may then seek termination of this License at a second public hearing. The Issuing Authority shall cause to be served upon the Licensee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this License.

13.5.1. At the designated public hearing, Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the

testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

13.5.2. Following the second public hearing, Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*. Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties*: In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3. *Preemption*: In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

14.4. *Force Majeure*: Licensee shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. Furthermore, the parties hereby agree that it is not the Town's

intention to subject Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Licensee that outweigh the benefit to be derived by the Town and/or Subscribers.

14.5. *Performance Evaluations.* If, during the term of this License, the Town conducts an evaluation of Licensee's performance under this License or otherwise related to Licensee's provision of Cable Service in the Town, then the Town shall provide Licensee with a written report with respect to Licensee's compliance within ten (10) days after the conclusion of such evaluation.

14.6. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town required under this Agreement.

14.7. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Licensee shall be mailed to:

Verizon New England Inc.
6 Bowdoin Square
Flr-10
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

Town of Dunstable
Town Hall
511 Main Street
P.O. Box 250
Dunstable, MA 01827

14.8. *Entire Agreement:* This License and the Exhibits hereto constitute the entire agreement between Licensee and the Town, and supersede all prior or contemporaneous

agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

14.9. *Amendments:* Amendments or modifications to this License shall be mutually agreed to in writing by the parties, except as otherwise provided herein.

14.10. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.11. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.12. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.13. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, surrender, denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, surrender, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Agreement.

14.14. *Interpretation:* The Town and Licensee each acknowledge that it has received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.15. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

14.16. *No Third Party Beneficiary:* Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

14.17. *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same

instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS _____ DAY OF _____, ~~2022~~2023.

TOWN OF DUNSTABLE
By its Board of Selectmen:

VERIZON NEW ENGLAND INC.

~~Kieran Meehan~~ Ronald Mikol, Chairman

By: _____
Kevin M. Service, Senior Vice
President of Operations – Consumer
and Mass Business Markets

~~Ronald Mikol~~

Leah D. Basbanes, Vice Chair

Kieran Meehan, Member

Approved as to Form:

Verizon Law Department

EXHIBITS

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTION 3.3)

EXHIBIT B – FORM OF PERFORMANCE BOND

Exhibit List

EXHIBIT A

**MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE SUBJECT TO
SECTION 3.3**

Library - 588 Main Street

Public Library - see Library

Police Station - 23 Pleasant Street

Fire Station - 28 Pleasant Street

Swallow Union School - 520 Main Street

Exhibit B

EXHIBIT B

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$_____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.
3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

Exhibit B

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

SEPTEMBER 26, 2023

**BOARD OF SELECTMEN
TOWN OF DUNSTABLE,
MASSACHUSETTS**

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EXHIBITS

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTION 3.3)

EXHIBIT B – FORM OF PERFORMANCE BOND

THIS CABLE RENEWAL LICENSE AGREEMENT (this “License” or “Agreement”) is entered into by and between the Board of Selectmen of the Town of Dunstable, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of April 30, 2007, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of fifteen (15) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate and maintain a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Licensee shall make available to the Town without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or its PEG Access Designee.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), meaning Licensee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service, which includes video programming, and which is provided to multiple Subscribers within the Town. The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Town and shall not include the tangible Telecommunications Facilities of Licensee subject in whole or in part to Title II or of an Information Services provider.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended, which includes the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and by the Telecommunications Act of 1996.

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Licensee's affairs.

1.11. *Educational Access Channel*: An Access Channel available for the non-commercial use of the local public schools in the Town, as well as the PEG Access Designee.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Licensee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, epidemics, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *FTTP Network*: Shall have the meaning set forth in the recitals of this Agreement.

1.15. *Government Access Channel*: An Access Channel available for the non-commercial use of the Issuing Authority and/or its PEG Access Designee.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee from the operation of the Cable System to provide Cable Service in the Town, provided, however, that Gross Revenue shall not include:

1.16.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System;

1.16.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.16.3. Refunds, rebates or discounts made to Subscribers or other third parties;

1.16.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Licensee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders;

1.16.5. Any revenue of Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue based on the number of Subscribers in the Town;

1.16.6. Revenues from the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable license fees from purchaser's customer;

1.16.7. Any tax of general applicability imposed upon Licensee or upon Subscribers by a Town, State, federal or any other governmental entity and required to be collected by Licensee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable license fees);

1.16.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cable or other communications services to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.16.9. Revenues from the sales of capital assets or sales of surplus equipment;

1.16.10. Program launch fees;

1.16.11. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; and

1.16.12. Any fees or charges collected from Subscribers or other third parties for the PEG Grant.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.18. *Internet Access Service*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Issuing Authority*: The Board of Selectmen of the Town of Dunstable.

1.20. *License Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.21. *Licensee*: Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.22. *Massachusetts Cable Law*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.23. *Non-Cable Services*: Any service that does not constitute the provision of Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services and Telecommunications Services.

1.24. *PEG*: Public, educational, and governmental.

1.25. *PEG Access Designee*: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation.

1.26. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.27. *Public Access Channel*: An Access Channel available for the non-commercial use by residents in the Town and managed by the Issuing Authority and/or its PEG Access Designee.

1.28. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.29. *Service Area*: The entire existing territorial limits of the Town.

1.30. *State*: The Commonwealth of Massachusetts.

1.31. *Subscriber*: A Person who lawfully receives Cable Service of the Cable System with Licensee's express permission.

1.32. *Telecommunications Facilities*: Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.33. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.34. *Title II*: Title II of the Communications Act, as amended.

1.35. *Title VI*: Title VI of the Communications Act, as amended.

1.36. *Town*: The Town of Dunstable.

1.37. *Transfer of the License*:

1.37.1. Any transaction in which:

1.37.1.1. an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.37.1.2. the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons.

1.37.2. However, notwithstanding Sections 1.37.1.1 and 1.37.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee.

1.38. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

1.39. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the Town.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System along the Public Rights-of-Way within the Town, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term*: The term of this License shall be for a period of five (5) years, commencing on September 26, 2023 (the "Effective Date"), and expiring at midnight on September 25, 2028, unless sooner revoked or terminated as provided herein.

2.4. *Termination Generally*: Notwithstanding any provision herein to the contrary, Licensee may terminate this License and all obligations hereunder at any time during the term of this License for any reason, in Licensee's sole discretion, upon sixty (60) days' written notice to the Issuing Authority.

2.5. *Modification/Termination Based on VSP Requirements*:

2.5.1. If there is a change in federal, State, or local law that reduces any material financial and/or operational obligation that the Issuing Authority has required from or imposed upon a VSP, or if the Issuing Authority enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers

in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice, commence negotiations to modify this License to create reasonable competitive equity between Licensee and such other VSP. Any modification of the License pursuant to the terms of this section shall not trigger the requirements of 207 CMR 3.07.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the change in law and the resulting change in obligations. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3. In the event the parties do not reach mutually acceptable agreement on a modification requested by Licensee, Licensee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

- a. commencing license renewal proceedings in accordance with 47 U.S.C. § 546
- b. terminating the License within two (2) years from written notice to the Issuing Authority;
- c. submitting the matter to mediation by a mutually-acceptable mediator; or
- d. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association.

2.5.4. The PEG Grant and PEG Access Support, as provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5. PEG Grant and PEG Access Support payments under this License shall be modified in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights which are granted shall not adversely impact the authority as granted under this License and shall not interfere with the existing facilities of the Cable System or the FTTP Network.

2.7. *License Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions of federal and State law as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of Agreement:*

2.9.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.9.3. Should any change to State law have the lawful effect of materially altering the terms and conditions of this License, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this License, then Licensee may terminate this Agreement without further obligation to the Town or, at Licensee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10. *Police Powers:* The Town shall not enact any bylaws or regulations that are inconsistent with this License, provided however that nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police power results in any material alteration of the terms and conditions of this License, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this License, then Licensee may terminate this Agreement without further obligation to the Town or, at Licensee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon

Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas, developments, buildings or other residential dwelling units subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units that Licensee cannot access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Licensee; (F) in areas, developments, buildings or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, buildings or other residential dwelling units by using Licensee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date; or (H) where Licensee determines, in good faith, that providing Cable Service is not commercially reasonable.

3.2. *Availability of Cable Service:* Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Service Area in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within three hundred (300) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed three hundred (300) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, the Licensee shall provide without charge within the Service Area, one service outlet activated for Basic Service to each public school, police and fire

station, public library, and other public buildings as are designated by the Issuing Authority. Each such written designation shall include the street address of each building. The current designation of public buildings and their street addresses are set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each building receiving service pursuant to this Section 3.3. Licensee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than three hundred (300) feet of drop cable; provided, however, that Licensee shall not charge for the provision of Basic Service to the additional service outlets once installed. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR § 3.07.

4. SYSTEM OPERATION

The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of Licensee’s existing Telecommunications Facilities under Title II and M.G.L. c. 166. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not and will not assert jurisdiction over Licensee’s FTTP Network in contravention of those limitations.

5. SYSTEM FACILITIES

5.1. *System Characteristics:* Licensee’s Cable System shall meet or exceed the following requirements:

5.1.1. The System shall be operated with a digital carrier passband of between 50 and 860 MHz.

5.1.2. The System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

5.2. *Interconnection:* The Licensee shall design its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.3. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the System.

6. PEG SERVICES AND SUPPORT

6.1. *PEG Set Aside:*

6.1.1. In order to ensure universal availability of PEG programming, Licensee shall provide capacity on its Basic Service tier for two (2) Channels for Public Access, Educational Access and Government Access (collectively, “PEG Access Channels”).

6.1.2. The Issuing Authority hereby authorizes Licensee to transmit PEG Access Channel programming within and without the Town's jurisdictional boundaries. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term. If a PEG Access Channel provided under this Article is not being utilized by the Town, Licensee may utilize such PEG Access Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Access Channel for its intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide Licensee with 120 days' prior written notice of such request.

6.2. *PEG Interconnection and Cablecasting:*

6.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at 511 Main Street, Dunstable, MA (the "PEG Interconnection Site") and shall provide, install, maintain, repair and replace its own equipment as may be reasonably necessary to receive and transmit PEG Access Channel programming from the Interconnection Site to Subscribers. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the Issuing Authority or PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or PEG Access Designee.

6.2.2. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's PEG equipment shall be at the output of the Town's signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's side of the demarcation point and used to generate or administer any PEG access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee's System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee's System without Licensee's prior written consent.

6.3. *PEG Grant:*

6.3.1. Licensee shall pay to the Issuing Authority a PEG grant to be used for PEG Access Channel capital funding purposes in the total amount of Three Thousand Dollars (\$3,000.00) (the “PEG Grant”), payable within forty-five (45) days of the Effective Date. The PEG Grant shall be used solely by the Issuing Authority and/or the PEG Access Designee for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities. The Issuing Authority and/or the PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant, and Franchisee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

6.3.2. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligation set forth above, the Licensee’s obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total payment required to be made by any VSP to the Issuing Authority. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Issuing Authority. Notwithstanding the foregoing, if at any time during the term of this License, any other VSP ceases to provide cash grants to the Town in support of the production of local PEG programming in accordance with the terms of its respective license agreement, then Licensee’s PEG Grant obligation shall also cease. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other provider’s failure to provide a cash grant in accordance with the schedule set forth in such provider’s license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

6.4. *Indemnity for PEG:* The Issuing Authority shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Licensee to transmit programming consistent with this License and to hold harmless and defend Licensee and the Town from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The Issuing Authority shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531).

6.5. *Recovery of Costs:* To the extent permitted by federal law, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant and any other costs arising from the provision of PEG services, including interconnection, from Subscribers and to include such costs as separately billed line items on each Subscriber’s bill. Without limiting the foregoing,

if allowed under State and federal laws, Licensee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6.6. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

6.7. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

7. LICENSE FEES

7.1. *License Fee:* Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the “License Fee”).

7.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenues and in accordance with the definition of the term Franchise Fee and the five percent (5%) cap on Franchise Fee(s) as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542 and FCC regulations and orders pursuant thereto.

7.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

7.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this Agreement shall be three (3) years from the date on which payment by Licensee is due.

8. CUSTOMER SERVICE

8.1. *Standards:* The Licensee shall comply with the FCC’s cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

8.2. *Denial of Service:* Nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by Licensee's terms and conditions of service.

8.3. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

9. REPORTS AND RECORDS

9.1. *Open Books and Records:* Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority shall have the right to inspect Licensee's books and records pertaining to Licensee's provision of Cable Service in the Town during Licensee's regular business hours at an office of Licensee and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. The Issuing Authority shall treat any information disclosed by Licensee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

9.2. *Records Required:* Licensee shall at all times maintain:

9.2.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein shall mean any written or verbal contact with Licensee in connection with a subscription in which a Subscriber expresses dissatisfaction with an act, omission, product or service relating to the provision of Cable Services in the Town that is (i) within Licensee's control, and (ii) requires a corrective measure on the part of Licensee. Complaints recorded will not be limited to complaints requiring an employee service call;

9.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.2.5. A map showing the area of coverage for the provisioning of Cable Services.

10. INSURANCE AND INDEMNIFICATION

10.1. Insurance:

10.1.1. Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

10.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) per occurrence for property damage and bodily injury and one million dollars (\$1,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town.

10.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for each accident for bodily injury and property damage coverage.

10.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 disease-policy limit.

10.1.1.4. The Town shall be included as additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

10.1.1.5. Upon receipt of notice from its insurer(s), Licensee shall provide the Town with thirty (30) days' prior notice of cancellation of any required coverage.

10.1.1.6. Each of the required insurance policies shall be with sureties qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

10.1.1.7. Upon written request, Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

10.2. Indemnification:

10.2.1. Licensee shall indemnify and hold the Town harmless at all times during the term of this License from any and all claims and actions for injury and damage to

persons or property, both real and personal, caused by the installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this License, provided that the Town shall give Licensee written notice of its request for indemnification within ten (10) days of receipt of a claim pursuant to this subsection. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Licensee in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System.

10.2.2. With respect to Licensee's indemnity obligations set forth in Section 10.2.1, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of the Town and the Town does not consent to the terms of any such settlement or compromise, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

10.2.3. The Town shall hold harmless and defend Licensee from and against, and shall be responsible for, damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the Town.

10.2.4. The Town shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. The Licensee shall not be required to indemnify the Town for acts of the Town which constitute willful misconduct or negligence, on the part of the Town, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

10.3. *Performance Bond.* Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Twenty-Five Thousand Dollars (\$25,000) securing the performance of Licensee's obligations under this License. The performance bond shall be substantially in the form of **Exhibit B**. In the event that a performance bond provided pursuant to this License is not renewed or is cancelled, Licensee shall provide new security pursuant to this Article within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond.

11. TRANSFER OF LICENSE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this License shall occur without the prior consent of the Issuing Authority, provided that such consent

shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.37.2 above.

12. RENEWAL OF LICENSE

12.1. *Governing Law:* The Town and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546 and applicable provisions of the Massachusetts Cable Law.

12.2. *Needs Assessments:* In addition to the procedures set forth in Section 626 of the Communications Act, the Town shall notify Licensee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Licensee under the terms of this License. Such assessments shall be provided to Licensee by the Town promptly so that Licensee has adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of this License prior to expiration of its term.

12.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Licensee and the Town agree that at any time during the term of the then current License, while affording the public appropriate notice and opportunity to comment, the Town and Licensee may agree to undertake and finalize informal negotiations regarding renewal of the then current License and the Issuing Authority may grant a renewal thereof.

12.4. *Consistent Terms:* Licensee and the Town consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626 of the Communications Act.

13. ENFORCEMENT AND TERMINATION OF LICENSE

13.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2. *Licensee’s Right to Cure or Respond:* Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Town shall provide Licensee with written confirmation that such cure has been effected.

13.3. *Public Hearing:* In the event that Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

13.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

13.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 10.3 above; or

13.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 13.5.

13.5. *Revocation:* Should the Issuing Authority seek to revoke this License after following the procedures set forth in this Article, including the public hearing described in Section 13.3, the Issuing Authority shall give written notice to Licensee of such intent. The notice shall set forth the specific nature of the noncompliance. The Licensee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Issuing Authority has not received a satisfactory response from Licensee, it may then seek termination of this License at a second public hearing. The Issuing Authority shall cause to be served upon the Licensee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this License.

13.5.1. At the designated public hearing, Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

13.5.2. Following the second public hearing, Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also

determine whether it will revoke this License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*. Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties*: In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3. *Preemption*: In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

14.4. *Force Majeure*: Licensee shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. Furthermore, the parties hereby agree that it is not the Town's intention to subject Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Licensee that outweigh the benefit to be derived by the Town and/or Subscribers.

14.5. *Performance Evaluations*. If, during the term of this License, the Town conducts an evaluation of Licensee's performance under this License or otherwise related to Licensee's provision of Cable Service in the Town, then the Town shall provide Licensee with a

written report with respect to Licensee's compliance within ten (10) days after the conclusion of such evaluation.

14.6. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town required under this Agreement.

14.7. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Licensee shall be mailed to:

Verizon New England Inc.
6 Bowdoin Square
Flr-10
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

Town of Dunstable
Town Hall
511 Main Street
P.O. Box 250
Dunstable, MA 01827

14.8. *Entire Agreement:* This License and the Exhibits hereto constitute the entire agreement between Licensee and the Town, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

14.9. *Amendments:* Amendments or modifications to this License shall be mutually agreed to in writing by the parties, except as otherwise provided herein.

14.10. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.11. *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.12. *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.13. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, surrender, denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, surrender, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Agreement.

14.14. *Interpretation*: The Town and Licensee each acknowledge that it has received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.15. *Jurisdiction*: Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

14.16. *No Third Party Beneficiary*: Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

14.17. *Counterparts*: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS 26th DAY OF SEPTEMBER, 2023.

TOWN OF DUNSTABLE
By its Board of Selectmen:

VERIZON NEW ENGLAND INC.

Ronald Mikol, Chairman

By:

Kevin M. Service, Senior Vice
President of Operations – Consumer
and Mass Business Markets

Leah D. Basbanes, Vice Chair

Kieran Meehan, Member

Approved as to Form:

Verizon Law Department

EXHIBITS

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTION 3.3)

EXHIBIT B – FORM OF PERFORMANCE BOND

Exhibit List

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE SUBJECT TO SECTION 3.3

Library - 588 Main Street

Public Library - see Library

Police Station - 23 Pleasant Street

Fire Station - 28 Pleasant Street

Swallow Union School - 520 Main Street

Exhibit B

EXHIBIT B

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$ _____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

Exhibit B

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this ____ day of _____, 2022.

Principal

Surety

By: _____

By: _____
_____, Attorney-in-Fact

Accepted by Obligee: _____
(Signature & date above - Print Name, Title below)



Town of Dunstable Board of Selectmen Meeting Minutes

September 18, 2023

Joint Meeting with Groton Select Board

In attendance: Ron Mikol, Chair; Leah Basbanes, Vice Chair; Kieran Meehan, Selectman; Jason Silva, Town Administrator; Groton Selectboard: Matt Pisani, Alison Manugian, John Reilly, Peter Cunningham; Town Manager Mark Haddad.

The Meeting was called to order at 5:00 pm

The meeting began with a recap of the last meeting of the two Selectboards by Peter Cunningham. A meeting took place in Dunstable to discuss the proposed PFAS Solutions. The result was a working group that had representatives from both Town's Selectboards, Water Departments, and the Town Manager in Groton and Town Administrator in Dunstable. The purpose of the group was to pull all of the information together and work on a recommended solution that would work for all towns. The working group had 2 additional meetings and a call with the Department of Environmental Protection and came up with a preferred solution.

Tyler, from Environmental Partners reviewed the results of the working group via a Power Point Presentation:

In 2022, the Groton Dunstable Regional High School (GDRHS) sampled for PFAS6 in the school's well. Results came in well above the Maximum Containment Level enforced by MassDEP.

- The cause of the contamination was a 2003 fire on the athletic field track that was extinguished with Aqueous Film Forming Foam (AFFF), a known PFAS contamination contributor.

MassDEP has also sampled the surrounding private wells along Groton Street and Kemp Street. Several have high levels of PFAS6.

- MassDEP notified the GDRHS that they are responsible for the PFAS6 contamination and must provide a solution to all impacted residents.

Representatives from the School District and Towns of Groton, Dunstable, and Pepperell met several times to evaluate all the feasible options.

The Primary Goal is to provide clean, less than four parts per trillion (ppt) PFAS water, to GDRHS and impacted private properties as quickly as possible. The Secondary Goal is to improve the water systems of the three communities in this area by expanding municipal fire protection, head off a potential PFAS plume spread, and increase water system resilience by establishing emergency interconnections between the three systems.

The working group evaluated three (3) Water Main alternatives.

Pepperell Water System Extension

Approved September 20, 2023



- Phase 1: Install a new water main from the intersection of Route 113 and Jersey Street to the GDRHS via Jersey Street, North Street, Kemp Street, Groton Street, and Chicopee Row. Paid for via Groton/Dunstable cost share.
- Phase 2: Interconnect with Dunstable via Groton Street and install a booster station for Municipal Fire Protection. Paid for by Pepperell.

Groton Water System Extension

- Phase 1: Install a new water main from the intersection of Common Street and Chicopee Row to the GDRHS and surrounding Properties on Groton Street, Kemp Street, and North Street. Paid for via Groton/Dunstable cost share with a \$1M contribution from the Groton Water Department.

Groton-Pepperell-Dunstable Regional Water System Plan

- Phase 1: The Groton Water System Expansion. Paid for via Groton/Dunstable cost share with a \$1M contribution from the Groton Water Department.
- Phase 2: A Pepperell Dunstable Water System Expansion. The cost share is still under negotiation.

Water Systems Extension Costs

	Groton	Dunstable	Pepperell	Phase 2 Costs (All)
Pepperrell Extension	\$6.23m	\$1.86m	\$10.4m (Phase 2)	
Groton Water Extension	\$9.937m	\$1.86m	\$10.4m (Separate Project)	
Regional Water System Plan	\$9.93m	\$1.86m	\$10.4m	\$3.1m

Pepperell Groton Pepperrell System Extension

Benefits

- Least costly if water does not need to be treated for PFAS
- Multi-phase project to connect GDRHS more quickly (simpler permitting for Phase 1)
- Sufficient hydraulic capacity for normal demands only in Phase 1. Fire protection after Phase 2

Challenges

- Phase 1 will provide over four ppt PFAS water until the Pepperrell WTP is built (2-3 years)
- Insufficient hydraulic capacity for Fire Protection until after a booster station is installed in phase
- 2. (3-5 years)
- Phase 2 is subject to extensive ITA and WMA Permits
- Potential for contamination to spread further into Groton (Chicopee Row)

Groton Water System Extension

Benefits

- Shortest time frame to implement < 4 ppt PFAS water to the GDRHS and impacted properties
- Sufficient hydraulic capacity for both normal demand and fire protection along the alignment
- Dunstable Cost matches Pepperrell Solution

Challenges

- Does not enable a southerly interconnection between Pepperell and Dunstable
- Potential for contamination to spread further into Dunstable
- Subject to ITA Permitting

Regional Water System Plan



Benefits

- All the benefits of the Groton Water System Extension
- All the benefits of the Pepperell Water System Extension
- All three water systems can be interconnected for emergency resiliency

Challenges

- Highest Cost Option
- Need to negotiate the division of \$3.1M between Groton & Dunstable
- Permitting risks in Phase 2 include ITA and WMA permits

The Working Group's Recommendation is the Regional Solution Based on the following:

Advantages

- Enables quick implementation of the Groton System Extension to solve the PFAS issue at the GDRHS and surrounding properties.
- Enables a continuous interconnection Includes water infrastructure from all sides to mediate the spread of the PFAS plume.
- Expands the municipal fire protection coverage area for all three water systems.
- Enhances the resiliency of each water system by establishing multiple system emergency interconnections.

Disadvantages

- Highest Cost Option, with \$3.1M of the cost share still under negotiation.
- Phase 2 is subject to Permitting challenges between Pepperell and Dunstable.

Groton Selectboard member Matt Pisani stated that when the group met with the DEP, they felt the permitting would be easier because there would be an interconnection between the 3 towns. An emergency interconnection between the three communities would benefit all towns. In addition, with Pepperell being an environmental justice community, we would have the benefit of zero interest borrowing and potential debt forgiveness.

Chairman Mikol asked how the legal fees would be handled. The GD School District will be billed for legal fees and split three ways between the towns. Legal fees could be up to \$15k.

There was a brief conversation about an override or debt exclusion for this project, in addition to the operational override Dunstable will need to present at the May Town Meeting. Dunstable would prefer to not have to go to the residents twice for this project.

Groton Selectboard Member Becky Pine stated that the big unknown at this time is, where is the plume going and how many more homes will be contaminated. She stated her position that the Groton solution positions the town to care for the High School, the contaminated homes in Dunstable and Groton, Phase 2 can care for the Dunstable/Pepperell interconnection.

On a Motion made by Becky Pine and seconded by Matt Pisani, it was **VOTED to approve** a Groton and Dunstable intermunicipal agreement around legal fees and proceed directly to phase 1 of the regional water system plan to solve the pfas problem, and commitment to work together on requirements for phase 2. The motion was then modified to include that Groton will commit to keeping the \$16m authorization available and tied to a deb exclusion override in the future. **The vote was unanimous.**

On a motion was made by Selectman Meehan and seconded by Selectwoman Basbanes it was **VOTED** to **authorize** the Town Administrator to enter into negotiations with the town of Groton on an intermunicipal agreement related to the PFAS Water project. **The vote was unanimous.**



Selectman Meehan then made a motion to acknowledge and support the regional water system plan at approximately \$16m, which was seconded by Selectwoman Basbanes. The vote was unanimous.

At this time, the Dunstable Board of Selectmen voted to adjourn at 5:45pm.

Respectfully Submitted,

Sue Fayne
Executive Assistant to the Town Administrator
and Board of Selectmen



Town of Dunstable Board of Selectmen Meeting Minutes

September 18, 2023

Joint Meeting with Groton Select Board

In attendance: Ron Mikol, Chair; Leah Basbanes, Vice Chair; Kieran Meehan, Selectman; Jason Silva, Town Administrator; Groton Selectboard: Matt Pisani, Alison Manugian, John Reilly, Peter Cunningham; Town Manager Mark Haddad.

The Meeting was called to order at 5:00 pm

The meeting began with a recap of the last meeting of the two Selectboards by Peter Cunningham. A meeting took place in Dunstable to discuss the proposed PFAS Solutions. The result was a working group that had representatives from both Town's Selectboards, Water Departments, and the Town Manager in Groton and Town Administrator in Dunstable. The purpose of the group was to pull all of the information together and work on a recommended solution that would work for all towns. The working group had 2 additional meetings and a call with the Department of Environmental Protection and came up with a preferred solution.

Tyler, from Environmental Partners reviewed the results of the working group via a Power Point Presentation:

In 2022, the Groton Dunstable Regional High School (GDRHS) sampled for PFAS6 in the school's well. Results came in well above the Maximum Containment Level enforced by MassDEP.

- The cause of the contamination was a 2003 fire on the athletic field track that was extinguished with Aqueous Film Forming Foam (AFFF), a known PFAS contamination contributor.

MassDEP has also sampled the surrounding private wells along Groton Street and Kemp Street. Several have high levels of PFAS6.

- MassDEP notified the GDRHS that they are responsible for the PFAS6 contamination and must provide a solution to all impacted residents.

Representatives from the School District and Towns of Groton, Dunstable, and Pepperell met several times to evaluate all the feasible options.

The Primary Goal is to provide clean, less than four parts per trillion (ppt) PFAS water, to GDRHS and impacted private properties as quickly as possible. The Secondary Goal is to improve the water systems of the three communities in this area by expanding municipal fire protection, head off a potential PFAS plume spread, and increase water system resilience by establishing emergency interconnections between the three systems.

The working group evaluated three (3) Water Main alternatives.

Pepperell Water System Extension

Approved September 20, 2023



- Phase 1: Install a new water main from the intersection of Route 113 and Jersey Street to the GDRHS via Jersey Street, North Street, Kemp Street, Groton Street, and Chicopee Row. Paid for via Groton/Dunstable cost share.
- Phase 2: Interconnect with Dunstable via Groton Street and install a booster station for Municipal Fire Protection. Paid for by Pepperell.

Groton Water System Extension

- Phase 1: Install a new water main from the intersection of Common Street and Chicopee Row to the GDRHS and surrounding Properties on Groton Street, Kemp Street, and North Street. Paid for via Groton/Dunstable cost share with a \$1M contribution from the Groton Water Department.

Groton-Pepperell-Dunstable Regional Water System Plan

- Phase 1: The Groton Water System Expansion. Paid for via Groton/Dunstable cost share with a \$1M contribution from the Groton Water Department.
- Phase 2: A Pepperell Dunstable Water System Expansion. The cost share is still under negotiation.

Water Systems Extension Costs

	Groton	Dunstable	Pepperell	Phase 2 Costs (All)
Pepperrell Extension	\$6.23m	\$1.86m	\$10.4m (Phase 2)	
Groton Water Extension	\$9.937m	\$1.86m	\$10.4m (Separate Project)	
Regional Water System Plan	\$9.93m	\$1.86m	\$10.4m	\$3.1m

Pepperell Groton Pepperrell System Extension

Benefits

- Least costly if water does not need to be treated for PFAS
- Multi-phase project to connect GDRHS more quickly (simpler permitting for Phase 1)
- Sufficient hydraulic capacity for normal demands only in Phase 1. Fire protection after Phase 2

Challenges

- Phase 1 will provide over four ppt PFAS water until the Pepperrell WTP is built (2-3 years)
- Insufficient hydraulic capacity for Fire Protection until after a booster station is installed in phase
- 2. (3-5 years)
- Phase 2 is subject to extensive ITA and WMA Permits
- Potential for contamination to spread further into Groton (Chicopee Row)

Groton Water System Extension

Benefits

- Shortest time frame to implement < 4 ppt PFAS water to the GDRHS and impacted properties
- Sufficient hydraulic capacity for both normal demand and fire protection along the alignment
- Dunstable Cost matches Pepperrell Solution

Challenges

- Does not enable a southerly interconnection between Pepperell and Dunstable
- Potential for contamination to spread further into Dunstable
- Subject to ITA Permitting

Regional Water System Plan



Benefits

- All the benefits of the Groton Water System Extension
- All the benefits of the Pepperell Water System Extension
- All three water systems can be interconnected for emergency resiliency

Challenges

- Highest Cost Option
- Need to negotiate the division of \$3.1M between Groton & Dunstable
- Permitting risks in Phase 2 include ITA and WMA permits

The Working Group's Recommendation is the Regional Solution Based on the following:

Advantages

- Enables quick implementation of the Groton System Extension to solve the PFAS issue at the GDRHS and surrounding properties.
- Enables a continuous interconnection Includes water infrastructure from all sides to mediate the spread of the PFAS plume.
- Expands the municipal fire protection coverage area for all three water systems.
- Enhances the resiliency of each water system by establishing multiple system emergency interconnections.

Disadvantages

- Highest Cost Option, with \$3.1M of the cost share still under negotiation.
- Phase 2 is subject to Permitting challenges between Pepperell and Dunstable.

Groton Selectboard member Matt Pisani stated that when the group met with the DEP, they felt the permitting would be easier because there would be an interconnection between the 3 towns. An emergency interconnection between the three communities would benefit all towns. In addition, with Pepperell being an environmental justice community, we would have the benefit of zero interest borrowing and potential debt forgiveness.

Chairman Mikol asked how the legal fees would be handled. The GD School District will be billed for legal fees and split three ways between the towns. Legal fees could be up to \$15k.

There was a brief conversation about an override or debt exclusion for this project, in addition to the operational override Dunstable will need to present at the May Town Meeting. Dunstable would prefer to not have to go to the residents twice for this project.

Groton Selectboard Member Becky Pine stated that the big unknown at this time is, where is the plume going and how many more homes will be contaminated. She stated her position that the Groton solution positions the town to care for the High School, the contaminated homes in Dunstable and Groton, Phase 2 can care for the Dunstable/Pepperell interconnection.

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At this time, the Dunstable Board of Selectmen voted to adjourn at 5:45pm.

Respectfully Submitted,

Sue Fayne
Executive Assistant to the Town Administrator
and Board of Selectmen

Andrew Wall

Salem, NH 03079 | 603-401-3407 | awall145@yahoo.com

August 3, 2023

Town of Pepperell
1 Main Street
Pepperell, MA 01463

Dear Hiring Manager:

Your municipality recently advertised for a Shared Treasurer/Collector for the Town of Pepperell and Dunstable. Kindly accept this application from a skilled professional who is accomplished in critical thinking, multi-tasking, and time management. The ability I have mastered to work in complex and endless changing environments, as well as my expertise in performing relevant supportive duties makes me the right candidate for this position.

As indicated in my resume, I am well versed with the skills required for this position. Naturally, I am a responsible and attentive individual, which assists in certifying my ability to handle all the tasks and responsibilities this position calls for. I have years of experience within municipal finance as well as Massachusetts General Laws. I feel, with my current and previous employments, including Assistant Town Accountant and Assistant Treasurer/Collector/Payroll, I will be able to supersede what this position calls for and am entirely committed to carry out all the duties asked of.

I feel confident in my abilities to contribute to the success of this established town with high levels of professionalism, pride, and commitment. I would appreciate the opportunity to interview and further discuss the job duties and my skills that qualify me for this position. You may reach me at 603-401-3407.

Sincerely,

A handwritten signature in black ink, appearing to be 'AW' with a stylized flourish underneath.

Andrew Wall

Andrew Wall

Experience

09/21-Current Town of North Andover North Andover, MA

Assistant Town Accountant

- Serves as back up for bi-weekly processing of payroll for both town and school, including monthly and quarterly reports, payroll changes, report retirement earnings, maintain salary and deduction tables.
- Produces accounts payable checks for Town and School; reconciles files of payroll and accounts payable/transfers electronically to banking institutions.
- Maintains vendor A/P files; performs vouchering and processing of bi-weekly warrants.
- Maintain vendor records and 1099 records.
- Create, edit, and cancel purchase requisitions/orders for all departments.
- Review and post departmental deposits.
- Performs wire transfers, journal entries (water/sewer commitments, police/fire details) and budget allocations/transfers.
- Collects, verifies and enters W-9 forms.
- Reconcile fire and police details.
- Reconcile payroll liabilities.

04/20-09/21 Town of Georgetown Georgetown, MA

Assistant Treasurer/Tax Collector/Payroll & Benefits

- Accepts, verifies, and receipts all revenues of the Town, along with handling of substantial cash transactions.
- Oversight of expenditure and custody of all municipal funds, debts, and transfers.
- Facilitated all onboarding for new Town & School employees and maintained all employee personnel files.
- Process Town & School payroll, administrate and maintain retirement and healthcare benefit programs, maintain record of accruals.
- Thorough knowledge of principles and practices of financial management, legal controls, methods and procedures of municipal finance and Massachusetts General Law.
- Process and post all Century Lockbox and Unipay transactions.
- Reconcile monthly turn-ins
- Maintain incoming and outgoing correspondence. Open, sort, and distribute daily mail.

Lowes

01/2019-10/2021

Salem, NH

Head Cashier (part-time)

- Manage front end activates by proactively visiting each front-end station, ensuring all aspects of the company's policies, as well as customer service levels, are being always met.

- Provide leadership to the staff members, 5-12 employees each shift, of the front-end department through superior example and by implementing, executing, and supporting all management-approved decisions.
- Train new employees and provide guidance to staff as needed.
- Ensure department staff members provide service to customers in a professional, prompt, and efficient manner.
- Oversees all register transactions, processing of customer purchases, and handling any refunds and overrides.
- Takes necessary steps for disciplinary actions, which may include directly administrating discipline/coaching, participating in corrective actions, or providing input to Store Manager.

Methuen, MA

12/2016-04/2020

City of Methuen

Head Clerk- Treasurer's Office

- Assists in weekly processing of vendor and city warrant checks
- Collects data and prepare Municipal Lien Certificates
- Processes, collects, balances and report all returned checks for City of Methuen
- Manage incoming and outgoing correspondence. Open, sort, and distribute daily mail.
- Collects payments and reconciles parking tickets as well as process and schedule parking ticket hearings.
- Communicates directly with Deputy Collector in compiling information and payments for excise tax and parking tickets.
- Assists in processing of daily deposits from collector
- Processes weekly turnover from Deputy Collector of excise and boat tax as well as municipal checks and reconcile deposits
- Assist in verifying Student Activity warrants

Salem, NH

06/2014-11/2016

Chase Commerce Solutions

Senior Specialist II

- Answer and resolve calls from merchants that relate to disputes on their account, while operating multiple systems including CBIS and PeopleSoft.
- Analyze disputes and follow procedures accurately to take correct actions within strict rules, regulations, and timeframes.
- Retain a high level of knowledge and abide by all rules and regulations set by all card brands.
- Process all MasterCard and Visa pre-arbitration cases daily while evaluating each and being the deciding factor as to if the case will be sent on pre-arbitration, filed directly or withdrawn/accepted within guidelines.
- Assist in researching and processing all pre-compliance cases for two different platforms (NAP/Global).

Education

2010-2012

Hesser College

Salem, NH

Associates Degree- Business Management

Town Administrator Report September 26, 2023

Union Building Updates

There is a walk-through of the Union Building scheduled for tomorrow morning with representatives from North Middlesex Council of Governments and Spencer Preservation Group. We've also held October 25 at 6 PM for our first public meeting on the reuse and restoration of the building.

Town Hall attic

I've filed a claim with MIIA on the leaks suffered in the attic of Town Hall during the major storm event we experienced earlier in the month. There were two areas in particular that experienced water damage. MIIA representatives have planned a visit to Town Hall next week to inspect the damage and the Town Hall roof. I'll keep you informed as the process progresses.

Town Clerk Update

Fortunately, we are working with the Town of Pepperell Town Clerk's office to assist during this transition period. The Town of Pepperell continues to be great partners in municipal government with their willingness to assist and collaborate when opportunities arise. They are helping now to update voter list files and create a calendar for the potential election for the debt exclusion for the PFAS project.

Election Date

Planning ahead for a potential local election following Special Town Meeting on November 13, if the warrant article for a debt exclusion to fund the PFAS mitigation project appears on the warrant and is approved by Town Meeting, we went through the calendar and timeline with the Pepperell Town Clerk. Given the timeline stipulated under the law, as you know, the Town must provide the Town Clerk notice of the ballot question 35 days in advance of the Election. In this case, that would bring us to December 20. Because of the proximity to the holidays and to give time for early voting and vote-by-mail, we have identified Monday, January 15 as a potential date for the Election.

Town Center District Zoning Amendment

The Planning Board has developed language to amend the Town Center District Zoning Bylaw which has been reviewed and approved by Town Counsel. The next step is for the Planning Board to hold a public hearing on the amendment which they have scheduled for October 16 at 7 PM.

MCO Associates MUD District Development

MCO Associates dropped off their Local Initiative Program (LIP) application last week for the Board's consideration. They are planning to attend the Board's first meeting in October to

review the application and request approval from the Board to file the application jointly with the Town.

Community Compact Grant Program

As a reminder, the state is accepting applications for the Community Compact Best Practices Program. We are eligible to apply and can choose up to two best practices. Applications are accepted on a rolling basis. The best practices categories are as follows:

- Age and Dementia Friendly Best Practices
- Diversity, Equity, and Inclusion (DEI) Best Practices
- Economic Development Best Practices
- Education Best Practices
- Energy and Environment Best Practices
- Financial Management Best Practices
- Housing and Livable Communities Best Practices
- Human Resources Best Practices
- Information Technology Best Practices
- Mental Health Best Practices

Applications are being accepted on a rolling basis.

Cyber Security Awareness Grant Training

As you know, the Town has received a Cyber Security Awareness Grant from the Executive Office of Technology Services and Security which started this month. All employees are being asked to participate, which includes online trainings and surveys/questionnaires. Thanks to Sue Fayne for spearheading this project.

Microsoft Office 365 Update

Our migration to Microsoft 365 continues with Umbral working with individual employees to resolve outstanding issues.

AARP Walk Dunstable Public Meeting

The Town is hosting a public meeting to discuss and review our work to-date on the AARP funded Walk Dunstable project. The public meeting and walk audit are scheduled to take place on Wednesday, October 4 at 5 PM. Thus far, we've hosted a successful walk audit with town officials and stakeholders, and a productive meeting with seniors where we received helpful feedback.

Municipal Vulnerability Preparedness Survey

The online survey seeking feedback from residents and asking residents to share their experiences with extreme weather events in Town is still open and available. The survey results

will help shape our Municipal Vulnerability Preparedness Plan, help the Town be more resilient to extreme weather events, and improve our planning and response during these events. The survey is planned to close on Friday, October 13.

Coffee with the Town Administrator

I'll be hosting the first of hopefully a series of coffee hours on Thursday, October 5 at 10 AM at the Farmhouse Café. Coffee's on me!

FY24 Budget Earmarks

For the Fire Chief's vehicle earmark, I was directed to submit a letter to the Department of Fire Services requesting the funds which has been done.

In order to access the funds for Joint Grass Brook, MassDOT will execute an agreement for the disbursement of funds, which will be paid up-front via their operating budget. To initiate the contract paperwork, the Town needs to provide a scope and budget for the work to be performed in addition to an invoice for the funds addressed to MassDOT.

Street Paving

This week, National Grid began the process to pave Hall Street, School Street, and Groton Street. They expect this work to take approximately 2 weeks to complete, weather dependent. The Highway Department also completed paving a portion of Depot Street and Lake Street.