



# TOWN OF LAKEVILLE MEETING POSTING & AGENDA

*Town Clerk's Time Stamp  
received & posted:*

*48-hr notice effective  
when time stamped*

Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and **posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009)**. Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	<u>Select Board</u>
Date & Time of Meeting:	<u>Monday, March 13, 2023 @ 6:00 PM</u>
Location of Meeting:	<u>Lakeville Police Station 323 Bedford Street, Lakeville, MA</u>
Clerk/Board Member posting notice:	<u>Tracie Craig-McGee</u>

Cancelled/Postponed to: \_\_\_\_\_ (circle one)

Clerk/Board Member Cancelling/Postponing: \_\_\_\_\_

## A G E N D A

1. Select Board Announcements
2. Town Administrator Announcements
3. 6:15 PM Public hearing to review and possibly vote to sign the Cable Television Renewal License granted to Verizon New England, Inc.
4. Facilities Projects Update
5. Discuss and possible vote to schedule a Special Town Meeting to occur commensurate with the Annual Town Meeting on May 8, 2023 and to open the Warrant
6. Discuss and possible vote to approve Stipulation Agreement with Bristol County Agricultural School
7. Discuss and possible vote to approve the Park Commission's Public Way License Application for Lakeville Day – March 26, 2023
8. Discuss and possible vote to approve Outdoor Entertainment Permits for The Back Nine Club, 17 Heritage Hill Drive, on May 7, 2023 and May 29, 2023
9. Discuss and possible scheduling of April 2023 Select Board Meetings for April 10, 2023 and April 24, 2023
10. Review and possible vote to approve Select Board Meeting Minutes of February 28, 2023
11. New Business
12. Old Business-FY24 Budget Update
13. Correspondence

**Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Select Board arise after the posting of this agenda, they may be addressed at this meeting.**

**AGENDA ITEM #1  
MARCH 13, 2023**

**SELECT BOARD ANNOUNCEMENTS**

The Lakeville Park Commission will be hosting Lakeville Day on Sunday, March 26<sup>th</sup> from 11 AM – 3 PM rain or shine. There will be live sports demonstrations and family activities to enjoy. You can find products from Lakeville crafters, artisans & farms! You can meet representatives from Lakeville businesses, community groups and organizations.

The Town's proposed FY24 budget is available for viewing on the Town's Website under News.

If you need a rabies shot to license your dog, the Town of Freetown will be holding a rabies clinic open to any residents on March 19<sup>th</sup>. Details are available on the Town website under News.

**AGENDA ITEM #2  
MARCH 13, 2023**

**TOWN ADMINISTRATOR ANNOUNCEMENTS**

**AGENDA ITEM #3  
MARCH 13, 2023**

**PUBLIC HEARING TO REVIEW AND POSSIBLY VOTE TO SIGN  
THE CABLE TELEVISION RENEWAL LICENSE GRANTED TO  
VERIZON NEW ENGLAND, INC.**

*The Cable Advisory Committee will need to open their meeting.*

As this is a public hearing, please read the legal notice (ad is attached) below into the record and afterwards, you would vote to open the hearing:

The Town of Lakeville Select Board, as cable television licensing authority under MGL 166A, s. 1, will hold a public cable license renewal hearing on **March 13, 2023 at 6:15 PM** at the Lakeville Police Station located at 323 Bedford Street, Lakeville, MA as part of the Town's cable television license renewal process concerning the proposed cable television renewal license for Verizon New England. The purpose of the proceeding is to accept public comment on, formally consider, and possibly take final action, including possible approval of the proposed renewal license. Public comment on Town renewal needs and the proposed renewal is invited. Copies of renewal documents and records are available for public inspection and copying via the Town Clerk's Office.

Interested persons may also attend and participate remotely through an electronic platform by desktop, laptop, tablet, or phone at:

**Web Link:** [https://lakevillema-  
org.zoom.us/j/82084654858?pwd=L1BOTDhDditZb3FsK3dnWHBBUHBZZz09](https://lakevillema.org.zoom.us/j/82084654858?pwd=L1BOTDhDditZb3FsK3dnWHBBUHBZZz09)

**Phone Number:** 877 853 5247 US Toll-free or 888 788 0099 US Toll-free

**Webinar ID:** 820 8465 4858

**Passcode:** 643767

In addition to the in person public hearing and electronic remote access, the hearing may be viewed on LakeCAM's Facebook page (you do not need a Facebook Account to view).

By order of the Lakeville Select Board as License Issuing Authority.

Evagelia Fabian, Vice Chair; Richard LaCamera; and Lorraine Carboni

Verizon New England, Inc. has applied for renewal of its Cable Television license for Lakeville (attached).

The Vice Chair would open the floor up for discussion by the public.

Once discussion is over, there would be a motion to close the hearing and then discussion would occur between the Board members.

If the Board is in favor, the motion to approve is:

Finding that the cable franchise renewal proposal of Verizon of New England (Verizon) reasonably meets the franchise and cable-related renewal needs and interests of the public and Town of Lakeville, and, finding that Verizon's financial and technical qualifications and local programming channels, facilities, and services are reasonable to meet Town cable franchise needs,

And, in accordance with the recommendation of the Town of Lakeville Cable Advisory Committee in favor of approval of the Verizon Renewal License,

I move that the Select Board, as Issuing Authority for the Town, vote to accept and approve the Renewal License agreement with Verizon effective May 5, 2023 and execute the renewal license.”



LEGAL NOTICE  
TOWN OF LAKEVILLE  
CABLE TELEVISION  
LICENSE RENEWAL  
PROCEEDING

The Town of Lakeville Select Board, as cable television licensing authority under MGL 166A, s. 1, will hold a public cable license renewal hearing on March 13, 2023 at 6:15 PM at the Lakeville Police Station located at 323 Bedford Street, Lakeville, MA as part of the Town's cable television license renewal process concerning the proposed cable television renewal license for Verizon New England. The purpose of the proceeding is to accept public comment on, formally consider, and possibly take final action, including possible approval of the proposed renewal license. Public comment on Town renewal needs and the proposed renewal is invited. Copies of renewal documents and records are available for public inspection and copying via the Town Clerk's Office.

Interested persons may also attend and participate remotely through an electronic platform by desktop, laptop, tablet, or phone at:

Web Link:  
<https://lakevillema.org.zoom.us/j/82084654858?pwd=LElROTlhDaitZlB3Fk5k3dnWlBBlUHlBZz09>  
Phone Number: 877 853 5247  
US Toll-free or 888 788 0099  
Webinar ID: 820 8465 4858  
Passcode: 643767

In addition to the in person public hearing and electronic remote access, the hearing may be viewed on Lake-CAM's Facebook page (you do not need a Facebook Account to view).

By order of the Lakeville Select Board as License Issuing Authority,  
Eragelia Fabian, Vice Chair  
Richard LaCamera  
Lorraine Carboni

February 26, 2023 8494319

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO  
VERIZON NEW ENGLAND INC.**

**THE SELECT BOARD  
TOWN OF LAKEVILLE,  
MASSACHUSETTS**

**DATED MAY 5, 2023**

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**EXHIBITS**

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE  
PURSUANT TO SECTION 3.3

EXHIBIT B – GROSS REVENUE REPORTING FORM

EXHIBIT C – FORM OF PERFORMANCE BOND



THIS CABLE TELEVISION RENEWAL LICENSE (this “Renewal License”) is entered into by and between the Select Board of the Town of Lakeville (the “Town”), as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. Chapter 166A, 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 Section 602(10) of the Communications Act, and is authorized to grant one or more nonexclusive cable licenses pursuant to M.G.L. Chapter 166A;

WHEREAS, the Issuing Authority granted to Licensee effective as of May 5, 2018, a nonexclusive first renewal License to install, maintain, extend, and operate a Cable System in the Town for a term of five (5) years (the “First Renewal License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the First Renewal 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 First Renewal 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 in material compliance with the First Renewal 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 First Renewal License to operate 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 the Licensee, the 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 HERETO 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 Renewal License. For the

purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which the Licensee shall make available to the Town of Lakeville and/or its PEG Access Designee without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Town and in accordance with the terms of this Renewal License.

1.2. *Affiliate*: When used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.3. *Basic Service Tier*: Any service tier which includes the retransmission of local television broadcast signals.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable (“DTC”) or successor governmental agency if any.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning a 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, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

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

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

1.9. *Commercial Subscriber*: A commercial, non-residential Subscriber.

1.10. *Communications Act*: The Communications Act of 1934, as amended.

1.11. *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

1.12. *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

1.13. *Educational Access Channel*: An Access Channel available for the non-commercial use of local educational institutions in the Town, as well as the PEG Access Designee, as determined by the Issuing Authority.

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

1.15. *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee, and unreasonable work delays beyond the reasonable control of the parties.

1.16. *FTTP Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this Renewal License.

1.17. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or its PEG Access Designee as determined by the Issuing Authority to present non-commercial governmental and government-related programming as determined by the Issuing Authority.

1.18. *Gross Revenues*: All revenues derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees, charges and payments collected from Subscribers (including Commercial Subscribers) for Cable Services, including, without limitation, Basic and premium Cable Services, pay-per-view Cable Services, video-on-demand Cable Services and digital Cable Services; installation, reconnection, downgrade, upgrade and similar charges; revenues received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; Leased Access Channel programming revenues; revenues that the Licensee receives from home shopping channels as prorated to include

such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and except as provided below, all fees imposed on the Licensee by this Renewal License and applicable law that are passed through and paid by Subscribers (“fee-on-fee”) in accordance with applicable law. For the avoidance of doubt, Gross Revenue shall include the amount of Licensee’s gross advertising revenue (i.e., without netting advertising commissions paid to third parties), calculated in accordance with generally accepted accounting principles. Gross Revenues shall be determined in accordance with generally accepted accounting principles (GAAP); provided, however, that Gross Revenues shall not include:

1.18.1. Revenues received by any of Licensee’s Affiliates, except to the extent that such revenues relate directly to the provision of Cable Services over the Cable System in the Town;

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

1.18.3. Any revenues foregone as a result of (i) refunds, rebates or discounts made to Subscribers, or (ii) the Licensee’s provision of free or reduced cost Cable Services to any Person, including without limitation, employees of the Licensee and public institutions pursuant to M.G.L. Chapter 166A, Section 5(e); provided, however, that if the Licensee receives trades, barter, services or other items of value instead of cash revenue then such items shall be included in Gross Revenues;

1.18.4. Any revenues wholly generated by services that are defined and classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from Information Services, and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.18.5. Any revenues of the 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;

1.18.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by the Town to pay (and does pay) License Fees to the Town on the resale of the Cable Services;

1.18.7. Any tax, fee or assessment of general applicability imposed by a Town, State, federal or other governmental entity and required to be collected from Subscribers by the Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication tax and non-cable license fees);

1.18.8. Revenues from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and other Subscriber equipment for the provision of Cable Service over the Cable System; and

1.18.9. Any fees or charges collected from Subscribers for the PEG Grant (except to the extent that the Issuing Authority provides the Licensee with evidence that such fees and charges are included in the Gross Revenues of other cable operators in the Town).

1.19. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

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

1.21. *Issuing Authority:* The Select Board of the Town of Lakeville, Massachusetts.

1.22. *Leased Access Channel:* A Channel that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act.

1.23. *License Fee or Franchise Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 622(g) of the Communications Act, 47 U.S.C. § 522(g), including payments made by the Licensee to the Town pursuant to Section 9 of the Massachusetts Cable Law (M.G.L. Chapter 166A).

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

1.25. *M.G.L. Chapter 166A:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

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

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

1.28. *PEG Access Channel:* An Access Channel made available to the Town and/or the PEG Access Designee for PEG Access Programming pursuant to the terms of this License, and managed by the Issuing Authority and/or its PEG Access Designee as determined by the Issuing Authority.

1.29. *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.

1.30. *PEG Access Programming:* Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this Renewal License, and applicable laws.

1.31. *Person:* Any corporation, partnership, limited partnership, association, trust, organization, joint stock company, other business entity, individual, or governmental entity.

1.32. *Prime Rate:* The prime rate of interest as published in the Wall Street Journal.

1.33. *Public Access Channel:* An Access Channel made available by the Licensee for the non-commercial use by the residents in the Town and/or its PEG Access Designee.

1.34. *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 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.

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

1.36. *Service Call:* The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

1.37. *Standard-Definition (“SD”) PEG Access Channel:* A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.38. *State:* The Commonwealth of Massachusetts.

1.39. *Subscriber:* Any Person who lawfully receives Cable Service distributed over the Cable System with the Licensee’s express permission.

1.40. *Telecommunications Facilities:* The Licensee’s existing Telecommunications Services and Information Services facilities, including the FTTP Network.

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

1.42. *Title II:* Title II of the Communications Act.

1.43. *Title VI:* Title VI of the Communications Act.

1.44. *Town*: The Town of Lakeville, Massachusetts.

1.45. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20), meaning programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.46. *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 using any portion of the Public Rights-of-Way 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 RENEWAL LICENSE AUTHORITY**

2.1. *Grant of Authority*: Subject to the terms and conditions of this Renewal License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over, above and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. This Renewal License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful regulations of the Town regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The parties recognize that the Licensee's FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of the Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. In accordance with applicable law(s), 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 and/or was 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. The Town does not and will not assert jurisdiction over the Licensee's FTTP Network in contravention of applicable federal or State law(s). 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 to Subscribers within the Town and shall not include the Telecommunications Facilities of the Licensee. Nothing in this Renewal License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied.

2.3. *Term:* The term of this Renewal License shall be for a period of five (5) years, commencing on May 5, 2023, and shall expire at midnight on May 4, 2028, unless sooner revoked or terminated as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, following the thirtieth (30) month after the Effective Date, Licensee may terminate this License upon one hundred and eighty (180) days' written notice to the Issuing Authority.

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

2.5.1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with 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 thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of this License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Grant and PEG Access Support, as respectively provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5.1, 2.5.2 or 2.5.3.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out in Section 2.5.1 above. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

2.5.3. In the event the parties do not, subject to the procedure and criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall 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 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

(b) Terminating the License consistent with Section 2.4 of this License;

(c) 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; or



(d) If agreed by both parties, submitting the matter to mediation by a mutually acceptable mediator.

2.5.4. Modification of the PEG Grant and PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder. As stated above, the PEG Grant and PEG Access Support are not subject to modification under Sections 2.5.1, 2.5.2 or 2.5.3.

2.6. *Grant Not Exclusive:* This Renewal 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 itself, at any time during the term of this Renewal License. The issuance of additional cable license(s) shall be subject to applicable federal laws, M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

2.7. *License Subject to Applicable Federal and State Law:* This License is subject to and shall be governed by all applicable provisions of federal and State law(s) and regulations as they may be amended, including but not limited to Title VI and M.G.L. Chapter 166A.

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 Renewal License, M.G.L. Chapter 166A 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 the 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 Renewal License or applicable law, or to require performance under this Renewal License, shall not be deemed to constitute a waiver of such right or of performance of this Renewal License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of Renewal License:*

2.9.1. The provisions of this Renewal 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.

2.10. *Police Powers:* Nothing in this Renewal License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers, provided that

the Town shall not exercise its police powers in a manner that would result in a material alteration of the terms and conditions of this Renewal License. Any such police powers exercised by the Town in contravention of the preceding sentence shall be of no effect with respect to this Renewal License.

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 bylaws 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.

2.12. *Transfer of the Renewal License:*

2.12.1. Subject to Section 617 of the Communications Act, M.G.L. Chapter 166A and Section 2.12.2 below, the Licensee shall not transfer this Renewal License without the prior consent of the Issuing Authority, provided that such consent shall not be arbitrarily or unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy of the application on FCC Form 394 requesting such transfer request. The Issuing Authority shall have one hundred twenty (120) days, or such other time frame that may be established by applicable law, from the filing of the completed Form 394 to take final action on it. If the Issuing Authority has not taken final action within such 120 day period, then the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

2.12.2. The Licensee shall not be required to obtain the Issuing Authority's consent to transfer this Renewal License in connection with any transaction that does not constitute a transfer of control under applicable State laws and regulations, including, without limitation, the following: (i) (A) a transfer of an ownership or other interest in the Licensee to the parent of the Licensee or to another Affiliate of the Licensee; (B) a transfer or assignment of this Renewal License or control thereof to the parent of the Licensee or to another Affiliate of the Licensee; (C) any action which is the result of a merger of the parent of the Licensee; or (D) any action which is the result of a merger of another Affiliate of the Licensee; or (ii) in connection with 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; provided, however, that to the extent that any of the foregoing transactions are determined to constitute a transfer of control pursuant to 207 CMR 4.01, then such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

2.12.3. Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law, in considering a request to transfer control of this Renewal License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this Renewal License, and any other criteria allowable under applicable law and/or regulation.

2.12.4. The consent or approval of the Issuing Authority to a transfer of this License shall not constitute a waiver or release of the rights of the Town under this License.

2.12.5. In the event that this Renewal License is transferred, the transferee shall be subject to all of the terms and conditions contained in this Renewal License.

### **3. PROVISION OF CABLE SERVICE**

3.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Town, except: (A) for periods of Force Majeure; (B) for periods of delay resulting from the Licensee’s inability to obtain authority from the Town to access Public Rights-of-Way in the Service Area; (C) in areas where developments or buildings are subject to claimed exclusive arrangements with other cable providers; (D) in areas, developments, buildings or other residential dwelling units that Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Licensee; (E) 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; and (F) in areas, developments, buildings or other residential dwelling units that are not habitable or where the Licensee determines, in good faith, that providing such service is not commercially reasonable.

3.2. *Availability of Cable Service:* The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Town in accordance with Section 3.1 above. In the areas in which the Licensee shall provide Cable Service, the Licensee shall be required to connect, at the Licensee’s expense, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by the Licensee’s FTTP Network. The Licensee shall be allowed to recover, from a Subscriber who requests such connection, actual costs incurred for residential dwelling unit connections in excess of two hundred (200) 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 not less than one hundred twenty (120) days prior written notice to the Issuing Authority regarding the manner and process by which the parties 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, Licensee shall provide, without charge, one Cable Service drop, outlet and monthly Basic Service along its activated Cable

System route in the Town, to public schools, police and fire stations, public libraries and other municipal public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3. 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 FACILITIES**

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

4.1.1. The Cable System shall be operated with an initial digital carrier passband of between 50 and 860 MHz.

4.1.2. The Cable 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.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the National Electrical Code, the Massachusetts Electrical Code and the National Electrical Safety Code.

4.1.5. The Cable System shall be capable of passing through stereo signals to Subscribers.

4.2. *Emergency Alert System:* The 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 Cable System.

4.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law governing Subscribers’ capability to control the reception of any channels being received on their television sets.

#### **5. PEG ACCESS SERVICES AND SUPPORT**

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, three (3) SD PEG Access Channels and one (1) HD PEG Access Channel. The programming on the HD PEG Access Channel shall be an HD simulcast of an SD PEG Access Channel. The Issuing

Authority or the PEG Access Designee may change the programming on the HD PEG Access Channel from an HD simulcast of an SD PEG Access Channel to distinct programming upon one hundred and eighty (180) days prior written notice from the Issuing Authority to the Licensee, which change shall not occur more than once during the Renewal License term. Only to the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.2. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p or 1080i. The Issuing Authority expressly acknowledges that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.3. The Licensee may carry PEG Access Programming within and outside the Town's jurisdictional boundaries, provided that PEG Access Programming from outside the Town which is carried in the Town shall not be cablecast on the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the Town and/or the PEG Access Designee, the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Issuing Authority. In the event that the Issuing Authority and/or the PEG Access Designee determines to use such PEG Access capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

5.2. *PEG Access Interconnection:*

5.2.1. The Licensee shall continue to connect its Cable System to equipment owned by the Town and/or its PEG Access Designee located at Lakeville Public Library, 4 Precinct Street, Lakeville, MA 02347 (the "PEG Access Studio"). The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the Town's 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 its 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 caused by the Town and initiated by the Issuing Authority or its PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or its 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 its PEG Access Designee. Any upgrade or change referenced in subsections (i) through (iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, or in order to remedy a defect in equipment or facilities

Licensee is responsible for pursuant to this License, including with respect to video or audio quality, shall not be deemed to be “initiated” by the Issuing Authority or its PEG Access Designee.

5.2.2. The demarcation point between the Licensee’s signal processing equipment (which the Licensee shall own, install and maintain) and the Town's and/or its PEG Access Designee’s PEG equipment shall be at the output of the Town's and/or its PEG Access Designee’s signal processing equipment at the PEG Access Studio. 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 or PEG Access Designee’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.

5.3. *PEG Grant:*

5.3.1. Licensee shall pay to the Issuing Authority, or to its PEG Access Designee if requested in writing by the Issuing Authority, a PEG Grant to be used for PEG Access Channel capital funding purposes in the total amount of Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) (the “PEG Grant”), in four equal installments of Fifteen Thousand Six Hundred Twenty-Five Dollars (\$15,625.00) each, within forty-five (45) days of the Effective Date, and on the first, second and third anniversaries of the Effective Date, respectively. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant, and Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

5.3.2. 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 obligations 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 such VSP to the Town. 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 Town. Notwithstanding the foregoing, if at any time during the term of this License, any other such 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 cable license agreement, then Licensee’s PEG Grant obligation shall also cease for so long as such other VSP’s cash payments have ceased. The Issuing Authority shall

provide notification to Licensee within thirty (30) days of such other VSP's failure to provide a cash grant in accordance with the schedule set forth in such VSP'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.

5.4. *PEG Access Support:*

5.4.1. The Licensee shall provide annual funding to the Issuing Authority, or to its PEG Access Designee if requested in writing by the Issuing Authority, for PEG Access Channel operating support or other PEG Access Channel costs and expenses ("PEG Access Support") in the amount equal to four and three-quarters percent (4.75%) of annual Gross Revenue as defined in Section 1.18 above, subject to the limitation in Section 6.2; however, if the Town issues or renews any cable license on or after the Effective Date that provides for a lower percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support payments shall be reduced to match such lower percentage over that same time period. The Issuing Authority shall place Licensee's PEG Access Support payments in a restricted account for PEG Access purposes in the nature of a grant account or other lawful restricted special cable account and not into the general fund, which account will be under the Issuing Authority's control subject to applicable law.

5.4.2. The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue reporting form substantially in the form of **Exhibit B**. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances, within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

5.4.3. *Bundled Services:* If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Licensee in accordance with FCC rules, regulations, standards or orders.

5.4.4. *Third-Party Financial Disclosure Forms:* If requested by the Licensee, the Issuing Authority shall provide copies of financial disclosure forms required by the Massachusetts Attorney General's Public Charities Division of any entity designated by the Issuing Authority to receive payment pursuant to Sections 5.3.1 and 5.4.1.

5.4.5. *Recovery of Costs:* To the extent permitted by and in accordance with applicable federal law and regulations, the Licensee shall be allowed to recover the costs of the PEG Grant, the PEG Access Support and any other costs, including interconnection costs arising from the provision of PEG Access services from Subscribers and to include such costs as separately billed line items on each Subscriber's bill.

5.4.6. *Late Payments:* In the event that any of the PEG Grant, the PEG Access Support or the License Fee payments is or are not paid on or before the due date set forth in this Renewal License for such payments, then interest shall accrue from the due date until the date paid at the rate of two percent (2%) per annum above the Prime Rate, compounded annually.

5.5. *PEG Access Channel Maintenance/Technical Standards/Performance Tests:* The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same as those which apply to the Cable System's commercial channels of similar format and resolution; provided that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the signal that it receives from the Town and/or the PEG Access Designee. Upon the written request of the Issuing Authority, the Licensee shall make available to the Town a copy of the Licensee's most recent annual performance tests.

5.6. *Censorship:* The Licensee, the Town and the PEG Access Designee shall comply with applicable laws regarding program censorship or any other control of the content of the PEG Access Programming on the Cable System.

5.7. *PEG Operational Rules.* The Issuing Authority and/or the PEG Access Designee shall establish rules and regulations that require all local producers and users of any of the PEG facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town, the Issuing Authority and the Licensee harmless for same, subject to applicable Title VI and FCC requirements. The Issuing Authority and/or the PEG Access Designee 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) and this Renewal License.

5.8. *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.

5.9. *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. In particular, the Issuing Authority's written designation of the PEG Access Designee as the entity to receive payments under Sections 5.3 and 5.4 does not vest in the PEG Access Designee any right, title or privilege to receive payments under the License. The Licensee may in its sole discretion upon seventy-five (75) days written notice to the Issuing Authority cease making such payments to the PEG Access Designee and instead make payments directly to the Issuing Authority if the Issuing Authority is in non-compliance with Section 5.4.4 of this License.



## 6. LICENSE FEES

6.1. *License Fee:* Pursuant to Section 9 of M.G.L. Chapter 166A, the Licensee shall pay to the Town, throughout the term of this Renewal License, a license fee equal to fifty cents (\$.50) per Subscriber per year.

6.2. *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 (as defined in Section 1.18 above 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.

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

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

6.5. *Re-computation:*

6.5.1. Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including interest payable under Section 5.2.5 above and/or pursuant to this Section 6.5. All amounts shall be subject to audit and re-computation by the Issuing Authority pursuant to this Section 6.5.

6.5.2. If the Issuing Authority has reason to believe that any such payment is incorrect, it shall notify the Licensee thereof in writing within ninety (90) business days after receiving such payment. The Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit every three years during the term of this Renewal License, which audit shall be applicable to the previous three (3) year period in accordance with Section 6.4 above. If, after such audit and re-computation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any such undisputed amounts within thirty (30) business days after completion of such review, together with any applicable late charges calculated pursuant to Section 5.2.5 above.

6.6. *Method of Payment:* All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

6.7. *Other Payment Obligations and Exclusions:* Subject to Section 622(g)(1) of the Communications Act, the License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments herein.

6.8. *Affiliates Use of System:* Use of the Cable System by any Affiliates of the Licensee shall be in compliance with applicable State and/or federal laws.

## **7. CUSTOMER SERVICE**

7.1. *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. 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 thirty (30) seconds of call waiting.

7.2. *Bill Payment Office; Equipment Pick-Up.* The Licensee will have a location reasonably convenient to the Town that will be open during Normal Business Hours and accessible to Subscribers to make bill payments. For Subscriber equipment pick-up, the Licensee will provide for one or more of the following methods: (i) setting a specific appointment time or four (4) hour time period during Normal Business Hours during which Licensee's representative(s) shall visit the Subscriber's premises to pick-up or exchange Subscriber equipment, (ii) using a mailer, or (iii) establishing a reasonably convenient location for the pick-up and exchange of Subscriber equipment.

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

7.4. *Denial of Service:* Subject to applicable laws and regulations, 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, 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 the Licensee's terms and conditions of service.

## **8. REPORTS AND RECORDS**

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect at an office of the Licensee located within forty-five (45) miles of Town Hall the Licensee's books and

records pertaining to the Licensee's provision of Cable Service in the Town during Licensee's regular business hours and on a reasonable and non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Renewal License. Such notice shall specifically reference the section or subsection of this Renewal License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The 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, the 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. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's designated offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with applicable law, including public records law if applicable, to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this Renewal License to the extent they are designated as such by the Licensee. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* The Licensee shall at all times maintain:

8.2.1. Records of all written Complaints for a period of three (3) years after receipt by the Licensee.

8.2.2. 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;

8.2.3. Records of Service Calls for repair and maintenance for a period of three (3) years after resolution by the 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;

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

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

8.3. *Dual Filings:* Upon written request of the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.4. *Proof of Performance Tests:* Upon written request of the Issuing Authority, the Licensee shall provide a copy of proof of performance tests required by applicable law.

8.5. *Annual Performance Review:* The Issuing Authority or its designee may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall provide the Licensee with thirty (30) days advance written notice of such evaluation session. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion of such evaluation session.

8.6. *Quality of Service:* If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the Town, then, after notice to the Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report in writing on the performance of the Cable System.

## **9. INSURANCE AND INDEMNIFICATION**

### *9.1. Insurance:*

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

9.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury and six million dollars (\$6,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance in the amount of six million dollars (\$6,000,000) combined single limit for each accident for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting all legal 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.

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

9.1.3. Upon receipt of notice from its insurer(s) the Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

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

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

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage, including without limitation damage to Persons or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this Renewal License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within a period of time reasonably sufficient to allow Licensee to timely move to dismiss or answer the claim provided that such time of notice does not otherwise prejudice the Licensee's ability to defend the claim or action.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of the Licensee's choice to defend the claim, subject to the consent of the Issuing Authority, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Issuing Authority 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 Issuing Authority, the Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the 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 includes the release of the Town and the Town does not consent to the terms of any such settlement or compromise, the 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.

9.3. *Performance Bond.* The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of one hundred thousand dollars (\$100,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License. The performance bond shall be effective throughout the term of this Renewal License and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance and/or operation of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Article 11 below. Said bond shall be a continuing obligation

of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this Renewal License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 9.3 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 the Licensee to file a replacement bond or replacement security for its obligations under this Renewal License, shall constitute a loss to the Town recoverable under the bond. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License. Recourse by the Town of remedies available under this Section 9.3 shall not be exclusive of other lawful remedies available to the Town at law and equity. Said bond shall be substantially in the form of **Exhibit C** attached hereto. Neither this Section 9.3, any bond accepted pursuant hereto, nor any damages recovered thereunder shall limit the liability of the Licensee under this License.

## **10. RENEWAL OF LICENSE**

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this Renewal License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, and M.G.L. Chapter 166A. The Town shall notify the Licensee of any ascertainment proceedings conducted pertaining to the Licensee pursuant to Section 626 of the Communications Act, and shall provide the Licensee with a copy of the record of such proceeding.

## **11. ENFORCEMENT AND TERMINATION OF LICENSE**

11.1. *Notice of Violation:* If at any time the Issuing Authority believes that the Licensee has not complied with the terms of this Renewal License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal 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”).

11.2. *The Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the 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, continue such efforts until said noncompliance is cured, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee’s efforts and progress to remedy such noncompliance. Upon a jointly agreed upon cure of any noncompliance by the Issuing Authority and the Licensee, the Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

11.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures set forth in Section 11.2 above, and if the Issuing Authority seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing and whether revocation of this Renewal License is a possible consequence. At any designated public hearing where revocation of this Renewal License is not a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. At any designated public hearing where revocation of this Renewal License is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also have the right 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 record shall be made of such hearing. Within thirty (30) days of the close of the hearing, the Issuing Authority shall issue a written determination of its findings.

11.4. *Enforcement:* In the event the Issuing Authority, after the public hearing set forth in Section 11.3 above, determines that the Licensee is in default of any provision of this Renewal License, the Issuing Authority may:

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

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

11.4.3. Assess liquidated damages in accordance with the schedule set forth in Section 11.6 below;

11.4.4. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above;

11.4.5. In the case of a substantial noncompliance of a material provision of this Renewal License, seek to revoke this Renewal License in accordance with Section 11.5; or

11.4.6. Invoke any other lawful remedy available to the Town.

11.5. *Revocation:* In the event that the Issuing Authority determines that it will revoke this Renewal License pursuant to Section 11.4 above, the Licensee may appeal such written determination of the Issuing Authority to an appropriate court or to the Cable Division, which shall have the power to review the decision of the Issuing Authority consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the court or Cable Division finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority. 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 Renewal License in lieu of revocation of this Renewal License.

11.6. *Liquidated Damages:* For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority has made a determination of default in accordance with the procedures set forth in Sections 11.1 through 11.4 above. On an annual basis from the Effective Date, the Licensee shall not be liable for liquidated damages that exceed Twenty-Five Thousand Dollars (\$25,000). The liquidated damages shall be assessed as follows:

(1) For failure to offer Cable Service in accordance with Section 3.1, Seven Hundred Fifty Dollars (\$750.00) per day for each day that such failure continues;

(2) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.12 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues;

(3) For failure to comply with the PEG Access provisions in accordance with the Section 5.1 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues;

(4) For failure to comply with the customer service standards in accordance with Article 7 herein, Two Hundred Dollars (\$200.00) per day that any such non-compliance continues; and

(5) For failure to submit reports pursuant to Article 8, Fifty Dollars (\$50.00) per day for each day that such failure continues.

Such liquidated damages shall not be a limitation upon any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 11.6 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only. Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Communications Act.

## **12. MISCELLANEOUS PROVISIONS**

12.1. *Actions of Parties:* In any action by the Town or the Licensee that is taken pursuant to the terms of this Renewal License, such party shall act in a reasonable, expeditious, and



timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

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

12.3. *Binding Acceptance:* This Renewal License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns.

12.4. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Renewal License, such 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.

12.5. *Force Majeure:* If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in violation or default during the continuance of such inability.

12.6. *Acts or Omissions of Affiliates:* During the term of this Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's operation of the Cable System to provide Cable Services in the Town.

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

12.8. *Warranties:* Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents, if any, and is authorized and has secured all consents which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this Renewal License.

12.9. *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 the Licensee shall be mailed to:

Verizon New England Inc.  
6 Bowdoin Square  
10<sup>th</sup> Floor  
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:

The Select Board  
Town of Lakeville  
Town Offices  
346 Bedford St  
Lakeville, MA 02347

with a copy to Town Counsel:

Kopelman & Paige, P.C.  
31 St. James Avenue  
Boston, MA 02116

12.10. *Entire Agreement:* This Renewal License and the Exhibits hereto constitute the entire agreement between the Licensee and the Issuing Authority and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof and can be amended or modified only by a written instrument executed by both parties.

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

12.12. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, 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 Renewal License.

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

12.14. *No Recourse Against Issuing Authority*: Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. § 555a(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License

12.15. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this Renewal License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the 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. The 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, denial of renewal or any other action to forbid or disallow the 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 Renewal License.

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

12.17. *No Third Party Beneficiaries*: The provisions of this Renewal License are for the benefit of the Licensee and the Issuing Authority and not for any other Person.

12.18. *Counterparts*: This License 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 Renewal License 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 Renewal License.

**[SIGNATURE PAGE FOLLOWS]**

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

TOWN OF LAKEVILLE  
By its Select Board:

VERIZON NEW ENGLAND INC.

\_\_\_\_\_  
Richard LaCamera, Chairman

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

\_\_\_\_\_  
Lorraine Carboni, Member

\_\_\_\_\_  
Evagelia Fabian, Member

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
William August, Esq.  
Epstein & August, LLP  
Counsel to the Town of Lakeville

\_\_\_\_\_  
Verizon Law Department

## **EXHIBITS**

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE  
SUBJECT TO SECTION 3.3

EXHIBIT B – GROSS REVENUE REPORTING FORM

EXHIBIT C – FORM OF PERFORMANCE BOND

**EXHIBIT A**  
**PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE**  
**PURSUANT TO SECTION 3.3**

1. Town Office Building, 346 Bedford Street, Lakeville, MA 02347
2. Assessor's Office, 239 Main Street, Lakeville, MA 02347
3. Police Station, 296 Bedford Street, Lakeville, MA 02347
4. Fire Station, 346 Bedford Street, Lakeville, MA 02347
5. Highway Barn, 6 Montgomery Street, Lakeville, MA 02347
6. Animal Shelter, 8 Montgomery Street, Lakeville, MA 02347
7. Transfer Station, 100 Kenneth Welch Drive, Lakeville, MA 02347
8. Town House Building, 2 Precinct Street, Lakeville, MA 02347
9. Historic Library, 241 Main Street, Lakeville, MA 02347
10. New Library, 4 Precinct Street, Lakeville, MA 02347
11. Council on Aging, 1 Dear Crossing, Lakeville, MA 02347
12. Loon Pond Lodge, 28 Precinct Street, Lakeville, MA 02347
13. Ted Williams Refreshment Stand – 28 Precinct Street, Lakeville, MA 02347
14. John Paun Field (stand), Vaughn Street, Lakeville, MA 02347
15. Clear Pond Park, 49 Clear Pond Road, Lakeville, MA 02347
16. Assawompset School, 232 Main Street, Lakeville, MA 02347
17. George R. Austin Intermediate School, 112 Howland Street, Lakeville, MA 02347
18. Apponequet High School, 100 Howland Road, Lakeville, MA 02347
19. Freetown-Lakeville Middle School, 96 Howland Road, Lakeville, MA 02347

\* Any other public buildings that may be newly built and designated in the future by the Issuing Authority pursuant to M.G.L. chapter 166A, Section 5(e).

**EXHIBIT B  
GROSS REVENUES REPORTING FORM**

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**PEG Report 1st Quarter [YEAR]**

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***Town of Lakeville***

*Verizon – fBA*

*MA*

**PEG Fee Rate: 4.75%**

	MONTH	MONTH	MONTH	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)				
Usage Based Charges (e.g. PayPer View, Installation)				
Advertising				
Home Shopping				
Late Payment				
Other Misc. (Leased Access & Other Misc.)				
License Fee Billed				
PEG Fee Billed				
Less:				
Bad Debt				
Total Receipts subject to PEG Fee Calculation				
PEG Access Support Funding Before Adjustment				
Adjustment				
PEG Access Support Funding				

**EXHIBIT C**  
**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 Oblige), in the full and just sum of One Hundred Thousand Dollars (\$100,000), 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 Oblige have entered into a License Agreement dated May 5, 2023 which is hereby referred to and made a part hereof.

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

**WHEREAS,** the Oblige 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, Oblige shall deliver to Surety a written statement of the details of such default within 30 days after the Oblige 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 Oblige 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 Oblige.

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 Oblige recoverable under this bond.

Exhibit C

Town of Lakeville Renewal License – May 5, 2023



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 \_\_\_\_\_, 2023.

**Principal**

**Surety**

By: \_\_\_\_\_

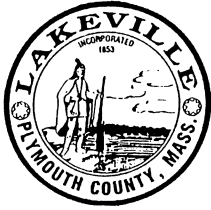
By: \_\_\_\_\_  
, Attorney-in-Fact

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

**AGENDA ITEM #4  
MARCH 13, 2023**


**FACILITES PROJECT UPDATE**

Attached is a memo from the Town Administrator and Facilities Manager regarding the implementation of the Town's facility program.



**TOWN OF LAKEVILLE**  
**Town Administrator's Office**  
346 Bedford Street  
Lakeville, MA 02347  
(508) 946-8803

March 9, 2023

**TO:** Select Board  
**FROM:** Ari J. Sky, Town Administrator   
**SUBJECT:** Facilities Program Update

The Select Board has requested an update on the implementation of the facilities program. Attached is a memorandum from Paul Nee, Facilities Manager, on activities to date. Mr. Nee will be prepared to discuss these projects, as well as his efforts to further the development of the facilities team.

In addition to the projects cited in the attached correspondence, we have been moving forward on a number of capital projects outside of the facilities program's direct oversight. These projects include the Gamache Playground, for which bids were due on March 8<sup>th</sup>, the Town facilities water/septic project, both of which are funded by ARPA proceeds. In addition, DPW and my office are working with the Parks Commission to develop an ARPA-funded project to make the new fields on Bedford Street available for use.

Thank you for your consideration.

Cc: P. Nee

*Attachment*

March 9, 2023

To: Ari Sky, Town Administrator  
From: Paul Nee, Facilities Manager  
Subject: Lakeville CIP & Misc. Facility Work

As requested, following is a summary of projects that have been undertaken by the facilities program since I began working with the town on December 5<sup>th</sup> 2022.

### **Council of Aging**

The senior center reported issues with the HVAC system during very cold periods. Many hours and days were spent trying to rectify the issue. Ultimately, with the help of Standish Energy we found the issue (faulty vent pipe positioning) and properly corrected the problem.

While we were there, Lori Fahey brought to my attention that an entry door on the back of the building had been shattered many years ago and needed repair. Within days, a call was placed to Middleboro glass to provide a quote for the repair and replacement of the glass. This repair has been scheduled for 3/24/2023 and is within a couple weeks from being completed.

Additional exterior work (trim, siding and exterior painting) is expected to be completed over the next few months once the weather breaks and is more conducive for this kind of work.

### **Fire Department Day Room Project**

#### **STM 5-10-21 Article 3**

On or before January 1<sup>st</sup> of 2023 I was tasked with completing the Fire Dept day room renovations which had been started in the Fall of 2022. A scope of work was created, materials ordered and sub-contractors scheduled to complete the project. Within a few short weeks the kitchen cabinets and counter tops were purchased and installed, door and base trim installed and painted). This project has been completed 100%.

#### **F.D. Bathroom Renovation**

We are currently renovating the F.D. shower facility/bathroom. The bathroom walls have been prepared; insulation installed. Wall board, door and base trim has been installed and finished plumbing to be installed shortly. Painting to be completed once all finish trim has been installed. I expect this renovation to be completed within the next couple of weeks.

#### **Fire Dept. Safety Repairs**

Multiple safety issues arose within the Fire Dept. during the FD day room renovations. It was brought to my attention that the smoke detectors and smoke alarms within the TH/ FD complex were not operating together, posing serious risk to all. We called in a Fire alarm monitoring company to complete the repairs. While completing the repairs it was determined there were no emergency strobes lights or safety signaling devices within the Fire Dept equipment bays. We had the company install these at this time as well as replace a couple of heat heads in the equipment bay ceilings.

### **Fire Dept. 2<sup>nd</sup> Floor Offices**

Installed new electrical outlets and switches. Made repairs to original wiring to accomplish these tasks. Installed new range/oven in 2<sup>nd</sup> floor kitchen. Purchased new office furniture (chairs and desks) for training room.

### **John Paun Park: Field House Demolition**

Field House demo project has gone out to bid. The Pre-Bid Conference was held on-site. Attendance was good; we had (12) contractors registered and (5) showed up. Bids were due on February 23<sup>rd</sup> and demo completion is set for April 30<sup>th</sup>. Francesco Demolition as the winning bidder has been given "Notice to Proceed;" I am in contact with the demolition company and coordinating a start date. I expect this project will be completed on time and in accordance with the terms in the bid agreement.

### **John Paun Park: Stadium Lighting**

As most of you know a light pole had fallen and we are in the process of rectifying the situation. We had MG&E out to assess the situation. Electrical power has been restored to the park. We scheduled Timber Products Inspection Co. to come out on March 3<sup>rd</sup> to assess the current condition of the remaining (5) poles. Of those five poles, two were shown to have enough decay and it is their recommendation we replace them at the earliest convenience. The cost of this inspection was \$500.

With the assistance of MG&E, the cost to replace all (3) poles is \$4,882. This will include the reinstallation of the lighting brackets. I have accepted their terms and scheduled them to do the work. Dig-Safe will be out this week and the poles are to be installed the beginning of next week.

### **Accounting Office 2<sup>nd</sup> Floor Partition Wall**

Pricing and sub-contractors for this project were already in place prior to my hiring. Mid-January we started renovations to separate the accounting office from the Human Resources dept. by constructing a partition wall between the two departments. New wiring and mini splits were installed as well Ethernet cabling for office equipment. This project went smoothly and without interruption to staff as this renovation for the most part was during after working hours and weekends. This project has been completed 100%.

### **Clear Pond Park: Shed Project**

The shed "Scope of Work" has been completed and submitted to Tracie Craig-McGee, it has been reviewed and is now being placed in the bid pkg. I spoke with Tracie recently and she said it was about to go out to bid shortly. The John Paun Bid, Townhouse Pavilion Bid and Gamache Playground Bid have all been placed in the queue.

### **Betty's Neck: Peach Barn**

I attended a walk thru scheduled on January 11<sup>th</sup> to discuss repairs and upgrades to Betty's Neck Peach Barn and Visitors Center. Based on my notes taken that day, and with Nate Darling's assistance we were able to provide the Town Administrator Ari Sky with a Weatherization and Stabilization report which I submitted to him on February 7<sup>th</sup>. This should provide a Place Holder Budget for Fall 2023.

## **Town House Pavilion**

The Pavilion project has gone out to bid. The Pre-Bid Conference was held on-site. Attendance was good. Three bids were obtained at rates which were much higher than anticipated. We are in the process of reworking the design in the attempt to simplify the construction requirements thus lowering the construction budget.

## **Animal Shelter**

The State identified several maintenance concerns following a recent inspection. We have scheduled Southeast Fence to perform repairs (\$691) to the int/exterior kennels. We have obtained multiple prices for the refinishing of the kennel concrete floors (Epoxy). Each are in the 14k-20k price range.

We have also obtained pricing to install new roof shingles (25k-30k). I have been tasked with drafting a budget to perform misc. maintenance work to the interior and exterior of the building which includes window and door replacement, Interior and exterior trim, gutters. Funding would be provided by a combination of animal shelter donations and the Facilities budget.

## **Miscellaneous Plumbing and Electrical Issues around Town:**

### **Parks Office:**

Hot water tank removed and replaced. Lighting in Parks office repaired.

### **Loon Pond Lodge:**

Women's room toilet in the queue to be repaired.

### **Police Station:**

Multiple toilets having sediment issues and causing lengthy flush times which resulted in the unit being taken out of service. We have many parts on order and will be installing them when parts are obtained.

### **COA:**

A couple of toilets having sediment issues and causing lengthy flush times which resulted in the unit being taken out of service. We have many parts on order and they will be installed when parts are obtained.

### **Town Hall:**

Computer Server room HVAC needs replacement. Multiple prices have been obtained; we are still in the planning stage for this project.

We are in the process of obtaining pricing for the re installation of Mini splits HVAC taken from the 2<sup>nd</sup> floor accounting office and from the previous DPW offices. These units will be installed in the Historic Library as well as the Town Clerks offices.

**AGENDA ITEM #5  
MARCH 13, 2023**

**DISCUSS AND POSSIBLE VOTE TO SCHEDULE A SPECIAL TOWN MEETING TO OCCUR COMMENSURATE WITH THE ANNUAL TOWN MEETING ON MAY 8, 2023 AND TO OPEN THE WARRANT**

When the Board scheduled the Annual Town Meeting, a Special Town Meeting was not scheduled. I have attached a proposed timeline.

If you would like to schedule a STM, here is a proposed motion:

To schedule a Special Town Meeting on May 8, 2023 at 6:30 PM at Apponequet High School and to open the warrant until March 27, 2023 at 4:00 PM.

Below is a list of potential Special Town Meeting Articles and articles for the Annual Town Meeting.

**Potential Town Meeting Articles (as of March 9, 2023)**

Special Town Meeting

- Payment of unpaid bills from prior fiscal years.
- Transfers of unused capital project balances.

Annual Town Meeting

- Budget articles (typically six total)
- CPA Budgeted Reserves
- Community Septic Management Program
- Old Colony Vocational Feasibility Study
- Town Moderator – 3 year term
- Town Collector's Demand Fee (\$15 to \$20)
- Recodification

**SPECIAL TOWN MEETING SCHEDULE**  
**MAY 8, 2023**

<b><u>ACTION</u></b>	<b><u>MEETING DATE</u></b>
Schedule Special Town Meeting	March 13, 2023
Open Warrant	March 13, 2023
Warrant Closes	March 27, 2023 at 4:00 PM
Send Articles to Town Counsel for review	March 28, 2023
Vote on Articles	April 10, 2023
Vote on Final Warrant	April 10, 2023
Legal ad in Paper	April 20, 2023
Warrant Posting	April 20, 2023
Warrant Review	April 24, 2023
Special Town Meeting	May 8, 2023



**AGENDA ITEM #6  
MARCH 13, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE STIPULATION  
AGREEMENT WITH BRISTOL COUNTY AGRICULTURAL SCHOOL**

Attached is the letter from the Town Administrator to Bristol County Agricultural High School regarding the capital assessment and the draft Stipulation Agreement prepared by Rochester's Town Counsel.

The Select Board can either vote to approve the agreement and sign the agreement or authorize the Town Administrator to sign on their behalf.



**TOWN OF LAKEVILLE**  
**Town Administrator's Office**

346 Bedford Street  
Lakeville, MA 02347  
(508) 946-8803

February 27, 2023

Bristol County Agricultural High School  
135 Center Street  
Dighton, Massachusetts 02715

To Whom it May Concern:

Please find enclosed a check for \$65,776.26, which constitutes payment of Lakeville's tuition debt assessment for FY 2023. While the Town is making this payment to ensure that admissions activity for the coming school year is processed without interruption, we reserve the right to contest this process with the appropriate authorities.

I would also state that we are very disappointed by the tactics that have been utilized by Bristol County in this matter. The concerns expressed by several municipalities are valid and merit attention, and it is extremely unfortunate that the school administration has decided to hold students hostage by threatening to deny them admission because of this dispute. We continue to assert that the capital assessments were developed outside of the prescribed process for assessing tuition for non-member towns and our objections remain, the enclosed payment notwithstanding.

Sincerely,

Ari J. Sky  
Town Administrator

## **STIPULATION OF AGREEMENT**

This Stipulation of Agreement (“Agreement”) is made as of this \_\_ day of \_\_\_\_\_, 2023, by and between the Bristol County Agricultural High School (“BCAHS”) and the Town of Rochester (“the Town”), each individually a “Party” and together “the Parties” regarding payment of tuition for attending students.

### **WITNESSETH**

**WHEREAS**, The Bristol County Agricultural High School (“BCAHS”) is an independent agricultural school created by Chapter 566 of the Acts of 1912 and ensuing ballot election by the voters of Bristol County;

**WHEREAS**, each member municipality within Bristol County was afforded an opportunity to vote to incur debt for the renovation of BCAHS pursuant to a Massachusetts School Building Authority (“MSBA”) project;

**WHEREAS**, the Town sends students to BCAHS but was not included in the vote on said debt or allocation thereof;

**WHEREAS**, in 2018, the Legislature enacted St. 2018, c. 150 authorizing BCAHS to “assess debt service to each municipality’s tuition for the ensuing fiscal year” based on statutorily-authorized borrowing for the MSBA project; and

**WHEREAS**, the Town has been involved in a dispute regarding payment of debt incurred by BCAHS, said dispute ultimately resulting in a February 1, 2023 letter from the Superintendent of BCAHS to the Town threatening to deny admission to the Town’s residents if the debt is not paid as a component of tuition;

**WHEREAS**, the Parties desire to resolve this dispute in a manner that will allow residents of the Town to continue to attend BCAHS.

NOW, THEREFORE, the Parties stipulate as follows:

1. BCAHS was created by Chapter 566 of the Acts of 1912 pursuant to the ensuing ballot election by the voters of Bristol County. Pursuant to the statute, section 5, “the city or town in which the person resides whose application for admission to the said school has been approved as herein provided, shall pay such tuition fee as may be fixed by the board of education; and the commonwealth shall reimburse such city or town upon the recommendation of the board of education to the extent of one half the sum expended by the city or town in payment of such tuition fee. If any city or town neglects or refuses to pay for such tuition it shall be liable therefor to said trustees in an action of contract.”

2. In 2018, the Legislature enacted St. 2018, c. 150, which authorized the Bristol County Commissioners to raise and expend up to \$103,750,000 in connection with the renovation of BCAHS pursuant to an MSBA-approved project. Section 3 of the statute, at issue here, requires the Commissioners to:

assess debt service which shall be apportioned to each municipality's annual tuition for the ensuing fiscal year as provided in this section. Each municipality's share of the debt for each fiscal year shall be determined by computing the ratio which the municipality's pupil enrollment at Bristol County agricultural school on October 1 of the fiscal year preceding the fiscal year for which the apportionment is determined bears to the total school enrollment on that date.

3. Pursuant to this section BCAHS invoiced municipalities with enrolled students, including thirteen municipalities outside Bristol County, for the tuition plus apportioned debt service based on their enrollment as of the October 1 date for each of Fiscal Year 2022 and Fiscal Year 2023. The Town paid only the portion of the invoices for those fiscal years that that was billed as "tuition", and not the portion billed as "apportioned debt service", leading to the current legal dispute.
4. In connection with said dispute, one of the sending towns contacted the Department of Elementary and Secondary Education ("DESE") and the Division of Local Services in October 2022. DESE legal counsel responded with the following opinion by email:

DESE has reviewed the relevant legislation and confirms that Bristol is permitted to include these costs when setting tuition rates for non-resident students.
5. As a result, BCAHS agreed to bill the debt service as "tuition" and advised the Town that the continuing failure to pay the full tuition rates established by the 2018 statute and confirmed by the DESE opinion will require it to deny enrollment of applicants who are residents of the Town and to pursue legal remedies for the unpaid amounts due.
6. The Town agrees to pay the disputed amount under stipulation that it reserves its rights so that the interests of applicants from the Town are protected while reserving the right to seek redress.
7. BCAHS agrees to process applications for enrollment by residents of the Town under stipulation that it reserves the right to seek redress.

Accordingly, the Town agrees to the following:

1. Payment of its unpaid portion of the invoices billed to the Town for Fiscal Year 2023 shown on the attached spread sheet and rebilled as tuition, subject to appropriation at the 2023 Spring Annual Town Meeting;

2. Payment of its respective unpaid portion of the invoices billed to the Town for Fiscal Year 2022 shown on the attached spreadsheet by following the applicable process during Fiscal Year 2023, subject to appropriation at 2023 Spring Annual Town Meeting;
3. Following the process during Fiscal Year 2023 to seek appropriation for Fiscal Year 2024 that is adequate to satisfy the tuition amount assessed in accordance with the 2018 statute for Fiscal Year 2024/the 2023-2024 School Year.
4. The Town reserves its rights to challenge and seek redress regarding the process for incurring debt and amounts charged to the Town.

In consideration of the Town's agreement as set forth above, BCAHS agrees to follow the process for admission and enrollment of applicants from the Town for Fiscal Year 2024 and School Year 2023-2024 and to bill the Town in accordance with the statute and applicable law. BCAHS reserves all of its rights and defenses regarding amounts charged to the Town, including the right to seek redress under the 2018 statute and the opinion from DESE.

BRISTOL COUNTY AGRICULTURAL  
HIGH SCHOOL

TOWN OF ROCHESTER

---

By:  
Title:

---

By:  
Title:

**AGENDA ITEM #7  
MARCH 13, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE THE PARK  
COMMISSION'S PUBLIC WAY LICENSE APPLICATION FOR  
LAKEVILLE DAY – MARCH 26, 2023**

Attached is a Public Way License application for the Park Commission to hold Lakeville Day on March 26, 2023 for the Board's approval.



Town of Lakeville  
346 Bedford Street  
Lakeville, MA 02347

Revised: Sept 20, 2021

**Public Way License Application**

*Must be Submitted No Less Than 60 Days Before Event*

This license application is for parties who wish to use public ways for private events. All license applications shall be subject to review and approval by the Select Board in its sole discretion.

Public Way License Fee: \$500. Fee is reduced to \$250 for nonprofit organizations providing proof of legal status.

Additional charges for Police details and EMS coverage may apply. All requesting organizations must provide a map of the impacted streets and evidence of insurance.

**Section 1 - Request Summary/Contact Info.**

Organization/Applicant <b>Lakeville Park Commission</b>		Event/Project Name <b>Lakeville Day</b>		Event/Project Location <b>Ted Williams Camp</b>	
Primary Contact <b>Melisa Turcolte</b>		Phone # <b>(617) 653-8821</b>	Email <b>Mmmsturco1@gmail.com</b>		
Application Date <b>Jan. 24, 2023</b>	Date(s) of Event <b>March 26, 2023</b>	Time(s) of Event <b>11am -3pm</b>	Applicant Signature <i>Melisa Turcolte</i>		

**Section 2 - Description of Request**

Please use this space to describe your request. Include an overview of anticipated activities and specific requirements (EMS coverage, Police detail, road maintenance, etc.) Attach additional pages and information as needed.  
Our event will be self contained within Ted Williams Camp. Loon Pond Lodge will be providing food and a beer/wine garden. Town organizations and leagues have been invited to participate by holding mini clinics, demos, and tutorials. There will be games, activities and music. Local church choirs and the ARHS band and choir have been invited to perform. We would love for the Police, Fire and DPW to participate in the event, but I don't believe we need to utilize their professional services.

**Section 3 - Reviews (Date of Approval)**

1. Public Works FM 3/7	2. Inspectional Svcs ND 1/29	3. Police MP 2/6	4. Fire MO 1/25	5. Town Admin	6. Select Board	7. DOT Approval Required <input type="checkbox"/>
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**Section 4 - Process/Comments**

Evidence of Insurance (Date) Town Ins	Payment Received (Amount/Date) Waived	Additional Comments
--	--	---------------------

**Section 5 - Fee Estimates**

Base License Fee:
Police Detail:
Fire/EMS Coverage:
Other (Describe):
Total Estimate:

Other Fees Description:
-------------------------

RECEIVED  
MAR - 7 2023  
SELECTMEN'S OFFICE



# Town of Lakeville

Department of Public Works  
346 Bedford Street  
Lakeville, MA 02347

SER# 21-

## Special Event Request

Must be Submitted No Less Than Two Weeks Before Event

### Section 1 - Event Arrangement Info. and Approval

Department Park Commission	Site/Location Ted Williams Camp	Date of Request 03-07-2023
Contact Melisa Turcotte	Phone # 617-653-8821	Email mmmsturco1@gmail.com
Event Date 03-26-2023	Department Head/Commission Liaison Scott Holmes - CHAIR	Signature Authorizing Work <i>Scott Holmes</i>

11AM - 3pm

### Section 2 - Description of Requested Arrangements (Please be specific)

Describe Request (Attach additional pages and information as necessary)

- If at all possible we would like the bathrooms turned on and opened up.
- The picnic tables will need to be placed - 6 by the LPL area and the rest by the trees in the field.
- We will be closing the middle of the driveway, so if you have road closed signs, barrels or saw horses, I'd appreciate it.
- If you have @12 cones we could borrow. Thank You!

### Section 3 - DPW Director Authorization

Project Approval yes	Date 3/7/23	Franklin Moniz FM
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- please add 1 piece of equipment for show



**AGENDA ITEM #8  
MARCH 13, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE OUTDOOR ENTERTAINMENT PERMITS FOR THE BACK NINE CLUB, 17 HERITAGE HILL DRIVE, ON MAY 7, 2023 AND MAY 29, 2023**

Attached are 2 Outdoor Entertainment Permits for the Back Nine Club for May 7, 2023 and May 29, 2023. The events will be held under the tent.

May 7<sup>th</sup> is a birthday party from 1 to 4 PM

May 29<sup>th</sup> is a beer tasting from 12 to 3 PM

RECEIVED  
MAR - 7 2023

THE COMMONWEALTH OF MASSACHUSETTS

Down of Lakeville  
APPLICATION FOR LICENSE  
(GENERAL)

X March 7 20 23

No. \_\_\_\_\_  
SELECTMEN'S OFFICE

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto

X name The Back Nine Club  
address + phone 17 Heritage Hill Dr 508-947-9993  
(Full name of person, firm or corporation making application)

STATE CLEARLY  
PURPOSE FOR  
WHICH LICENSE  
IS REQUESTED

To outside entertainment  
X date + time + type May 7 1-4 pm  
DJ

GIVE LOCATION  
BY STREET  
AND NUMBER

X At 17 Heritage Hill Dr

in said City of Lakeville  
Town  
in accordance with the rules and regulations made under authority of said Statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

X Karen Donahue  
Signature of Individual  
or Corporate Name (Mandatory)

By: Corporate Officer  
(Mandatory, if Applicable)

\*\*Social Security # (Voluntary)  
or Federal Identification Number

\* This license will not be issued unless this certification clause is signed by the applicant.  
\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

Received \_\_\_\_\_ 20 \_\_\_\_\_  
Hour A.M. \_\_\_\_\_  
P.M. \_\_\_\_\_  
Approved \_\_\_\_\_ 20 \_\_\_\_\_  
Signature of Applicant \_\_\_\_\_  
Address \_\_\_\_\_  
License Granted \_\_\_\_\_ 20 \_\_\_\_\_

RECEIVED  
MAR - 7 2023  
SELECTMEN'S OFFICE

THE COMMONWEALTH OF MASSACHUSETTS

Town of Lakeville

APPLICATION FOR LICENSE  
(GENERAL)

X March 7 2023

No. \_\_\_\_\_

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto

X name The Back Nine Club  
address + phone 17 Heritage Hill Dr 508-947-9993  
(Full name of person, firm or corporation making application)

STATE CLEARLY  
PURPOSE FOR  
WHICH LICENSE  
IS REQUESTED

To outside entertainment  
X date + time + type May 29, 2023 2 person band  
12-3pm

GIVE LOCATION  
BY STREET  
AND NUMBER

X At 17 Heritage Hill Dr

in said City of Lakeville  
Town  
in accordance with the rules and regulations made under authority of said Statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

X Karen Donahue  
\*Signature of Individual  
or Corporate Name (Mandatory)

By: Corporate Officer  
(Mandatory, if Applicable)

\*\*Social Security # (Voluntary)  
or Federal Identification Number

\* This license will not be issued unless this certification clause is signed by the applicant.  
\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

Received \_\_\_\_\_ 20 \_\_\_\_\_ Signature of Applicant  
Hour A.M. \_\_\_\_\_ Address  
P.M. \_\_\_\_\_  
Approved \_\_\_\_\_ 20 \_\_\_\_\_ License Granted \_\_\_\_\_ 20 \_\_\_\_\_

**AGENDA ITEM #9  
MARCH 13, 2023**

**DISCUSS AND POSSIBLE SCHEDULING OF APRIL 2023 SELECT  
BOARD MEETINGS FOR APRIL 10, 2023 AND APRIL 24, 2023**

The proposed meeting dates are April 10, 2023 and April 24, 2023.

**AGENDA ITEM #10  
MARCH 13, 2023**

**REVIEW AND POSSIBLE VOTE TO APPROVE SELECT BOARD  
MEETING MINUTES OF FEBRUARY 28, 2023**

**TOWN OF LAKEVILLE**  
**Select Board Meeting Minutes**  
**February 28, 2023 – 5:00 PM**

**Lakeville Police Station Meeting Room**  
**323 Bedford Street, Lakeville, MA**

On February 28, 2023, the Select Board held a meeting at 5:00 PM at the Lakeville Police Station Meeting Room. The meeting was called to order at 5:00 PM by Vice Chair Fabian. Members present were Vice Chair Fabian, Member LaCamera and Member Carboni. Also present was Ari Sky, Town Administrator, and Tracie Craig-McGee, Executive Assistant to the Select Board and Town Administrator. LakeCAM was recording the meeting for broadcast.

**Select Board Announcements**

Vice Chair Fabian read the Select Board announcements. Member Carboni noted that residents over the age of 70 have their dog license fees waived.

**Town Administrator Announcements**

Mr. Sky read the Town Administrator's announcements. Chair Fabian said the former Lakeville Hospital property is an important topic to the Town and residents. She will try to make sure that we keep everyone up to date on that. Member LaCamera noted that there will be budget meetings on March 6<sup>th</sup>, 8<sup>th</sup> and the 16<sup>th</sup>. Chair Fabian asked for the meeting schedule to be posted on the Town's website. Member LaCamera said that the F/L Regional School District budget discussion is on March 15<sup>th</sup>.

**Review memo from Town Planner regarding Community One Stop Grant Application**

*Marc Resnick, Town Planner, was present for the discussion.* Chair Fabian said this does not require a vote from the Board, but she wanted to discuss it as a Board. Mr. Resnick said we are proposing to submit an application under the One Stop program which is one (1) application for 12 grant programs. We would like to apply for MassWorks Grant, which funds road improvements. We are conducting a preliminary traffic study to determine if the warrants are met to install a light at Main and Bridge Street. The report is not done, but the engineer has reported that it does meet the warrant. The report will be submitted by the end of March. We can apply for engineering funds and the construction funds. Member LaCamera asked how much are we applying for. Mr. Resnick said last year they said \$300,000. We will get a full report from Environmental Partners regarding the costs.

Mr. Resnick said he has submitted an expression of interest to the Rural and Small Town Development Fund for improvements at the Peach Barn at Betty's Neck. We would apply for funds for repairs to the meeting room due to the roof leak. We would make the room accessible and add shutters to the windows. At the east end we would install restrooms and a kitchen for concessions; office; storage room, and make it handicap accessible. We would install a septic system, well for water and provide power to the site. He has reached out to Middleborough Gas

and Electric to see if we can run conduit to bring power up or a solar array. We would regrade the parking lot and driveway with dense grade material; put in a handicap walkway from the parking area and make repairs to the exterior of the building. Member Carboni asked who put this together. Mr. Resnick said he met with Nancy Yeatts and toured the building with staff and put together this list to reuse the building. Ms. Yeatts would like to keep the middle part of the barn in its existing condition for events. Member LaCamera said he has brought up the question about getting to the facility; the road is owned by the owners of the bogs. We reached out to them and they understand they are responsible for the road and its maintenance, but it has not been done. Last year they put sand down, but it did no good. That is a serious problem. It doesn't do any good if no one can get there, especially emergency services. Perhaps we should set up a meeting with them. We looked at paving that road. The DPW Director looked at it, but there may be conservation issues. We need to address this. Mr. Resnick said we don't own the road through the bogs. Once we get to the woods, that is ours. If we get a determination of eligibility, we would submit the grant by June 2<sup>nd</sup> with grant award in the fall. Member Carboni asked is this a quantifiable application or is it open ended? Mr. Resnick said there is a maximum limit of \$500,000. Some of these items are expensive and we will develop a budget.

Mr. Resnick said the third item is to do some Improvements at John Paun Park. He is going to the Park Commission to ask for approval of the work. Many of these items have been discussed by the Park Commission already. We would like to construct a restroom building on site. There were plans for two (2) individual stalls. We would like to include three (3) storage bays for sports leagues to store equipment. We will need to install a septic system. They had planned a tight tank, but that means pumping cost. Soils are fair at best with high ground water. We would probably put it closer to the road near the driveway. He reached out to Environmental Partners about potable water to the site. The Heath Agent says that the existing well would not provide potable water. Perhaps the property can be tied into Taunton Water which goes by to Blueberry Estates. We will look at expanding the parking area. Jamie Bissonnette has plans for the parking area with striping to park more cars to eliminate on road parking. We would like to add water to the snack shack and perhaps do some drainage improvements. Member LaCamera said the site is problematic for drainage, especially the rear field. He thought we decided not to do the water line to John Paun. Mr. Sky said Mr. Resnick spoke to Environmental Partners about drilling a second well for potable water and convert the other well for irrigation.

**Review and possible comments on request from Planning Board for Site Plan Review - 13 Main Street**

*Marc Resnick, Town Planner, was present for the discussion.* Vice Chair Fabian said the Planning Board asks for comment, concerns or questions from the Select Board on site plans. Member Carboni said when driving by the site, it doesn't seem large enough for a development like this. They are proposing 19 two-bedroom units. The water usage is 50 gallons a day per bedroom. Mr. Sky said they will be on Middleborough Water. Member Carboni said she is concerned about the line of sight exiting onto Main Street.

**Review and possible vote on request from Town Clerk to approve Annual Election Warrant – April 3, 2023**

Vice Chair Fabian said the Town Clerk would like the Board to approve the Town’s Annual Election Warrant. She read the warrant into the record.

Upon a motion made by Member Carboni and seconded by Member LaCamera, it was:

VOTED: To approve the Town’s Annual Election Warrant for April 3, 2023.  
Unanimous in favor.

**Review and possible vote on request from Department of Public Works Director to declare trucks and equipment as surplus**

Vice Chair Fabian said the Board has received a request from the Department of Public Works Director to declare trucks and equipment as surplus.

Upon a motion made by Member Carboni and seconded by Member LaCamera, it was:

VOTED: To declare the following Highway Department trucks and equipment as surplus:  
1980 John Deere Compressor D185; 2005 Pelican Sweeper; 1990 Ford F-700  
Bucket Truck and 1994 Loader Plow.  
Unanimous in favor.

**Review and possible vote on request to connect to Taunton Water – 189 Rhode Island Road (for existing house)**

Vice Chair Fabian said the Board has received a request to connect to Taunton Water for the property located at 189 Rhode Island Road, which is an existing house. They are requesting 550 gallons per day. Mr. Sky said this is for irrigation needs as well.

Upon a motion made by Member Carboni and seconded by Member LaCamera, it was:

VOTED: To approve the request to connect to Taunton Water for the property located at 189 Rhode Island Road, Lakeville, MA with an allocation of 550 gallons per day.  
Unanimous in favor.

**Review and possible vote on request from Mullein Hill Christian Academy to hold Honor Thy Mother 5K – May 6, 2023**

Vice Chair Fabian said the Board has a request from Mullein Hill Christian Academy to hold the Honor Thy Mother 5K on May 6, 2023.



Upon a motion made by Member Carboni and seconded by Member LaCamera, it was:

VOTED: To approve the Public Way Application for the Honor Thy Mother 5K on May 6, 2023.  
Unanimous in favor.

**Review and possible vote to approve Select Board Meeting Minutes of February 10, 2023 and February 13, 2023**

Upon a motion made by Member LaCamera with Vice Chair Fabian stepping down to second, it was:

VOTED: To approve the Select Board Meeting Minutes of February 10, 2023.  
Two (2) in favor; one (1) abstention (Member Carboni).

Member Carboni asked on Page 2, third paragraph, remove one (1) of the words “enjoyed”.

Upon a motion made by Member Carboni and seconded by Member LaCamera, it was:

VOTED: To approve the Select Board Meeting Minutes of February 13, 2023 as amended.  
Unanimous in favor.

**New Business**

Member Carboni asked if the Board could entertain a conversation about having a joint meeting with Freetown regarding the MBTA communities zoning and what they are planning on. They have not taken any action yet. This is bigger than just Lakeville as we are a Regional School District. Member LaCamera asked if Freetown sent in their application. Mr. Sky said there are a handful of communities that have not complied. Vice Chair Fabian said there are lots of people talking about being on the same page with Freetown. We have not received a formal request from their Planning Board to meet. Member Carboni said we could meet with our Planning Board. Mr. Sky said he received an email from Michelle MacEachern asking for the same thing. He referred her to the Planning Board Chairman. Vice Chair Fabian said she will speak to Mark Knox tomorrow. Its not a bad idea. Mr. Sky said we have until the end of 2025 to act. We should think about this and strategize what we will do. Vice Chair Fabian said this can hugely impact our schools.

**Old Business**

FY24 budget update

Member LaCamera said we should put this on the next few Select Board agendas for updates. Vice Chair Fabian agreed. Mr. Sky said we have preliminary State numbers from the Governor. We are down on Smart Growth, but the number will be adjusted according to Mike Rodrigues and Department of Revenue. The numbers are up for the Region \$361,000 and Old Colony by \$225,000. The School budgets had no increase in Chapter 70 aid. The Regional School Committee has a budget hearing on March 15<sup>th</sup>. Old Colony provided us with updated estimate

We will be basically level funding our assessment. Old Colony has their budget meeting on March 6<sup>th</sup>. We could try to send someone to that meeting. Superintendent Polansky has offered a separate briefing, which may be helpful. He would like himself or the Town Accountant to attend their budget meeting, but we can do the briefing. Mr. Sky said there is information that they don't willingly provide and he would like to be present to push for it. We should just ask for the alternate briefing.

### **Executive Session**

At 5:52 PM, upon a motion made by Member Carboni and seconded by Member LaCamera, it was:

VOTED: To enter into Executive Session pursuant to the provisions of G.L. c.30A, §21(a)(3) to discuss strategy with respect to litigation, as an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares: Federal Multidistrict Litigation vs. CVS, Walgreens, Walmart, Teva, and Allergan and pursuant to M.G.L. c.30A, §21a (3) to discuss strategy with respect to collective bargaining, specifically with PBA Local 185 and pursuant to M.G.L. c.30A, §21(a) (7) to comply with the Open Meeting Law, M.G.L. c.30A, §22(f): approval of Executive Session Minutes for February 6, 2023 and not to return to Open Session.

Member Carboni – aye; Member LaCamera – aye and Vice Chair Fabian – aye.

### **Correspondence**

1. Letter from Comcast regarding Channel Lineup Changes
2. Letter from Comcast regarding Form 500 for Year Ending 2022

### **List of documents provided at the Select Board Meeting of February 28, 2023**

1. Agenda page
2. Agenda page; Town Administrator announcements
3. Agenda page; memo from Town Planner
4. Agenda page; email from Planning Board Clerk; Site Plans; Application for Site Plan Review; letter from Attorney Michael O'Shaughnessy
5. Agenda page; Annual Election Warrant
6. Agenda page; letter from Department of Public Works Director
7. Agenda page; Taunton Water Connection application
8. Agenda page; Public Way License Application
9. Agenda page; Select Board Meeting Minutes of February 10, 2023 and February 13, 2023
10. Agenda page
11. Agenda page; FY24 Preliminary Cherry Sheet Estimates
12. Agenda page; Comcast Letter; Comcast Letter and Form 500 for 2022
13. Agenda page

**AGENDA ITEM #11**  
**MARCH 13, 2023**

**NEW BUSINESS**

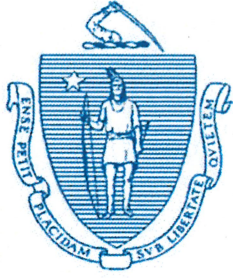
**AGENDA ITEM #12**  
**MARCH 13, 2023**

**OLD BUSINESS**  
**FY 24 BUDGET UPDATE**

**AGENDA ITEM #13**  
**MARCH 13, 2023**

**CORRESPONDENCE**

1. Letter from Governor Healey's Office regarding FY24 Chapter 90 Allocation
2. Letter from Comcast regarding increase in HBO and HBO Max fees



OFFICE OF THE GOVERNOR  
COMMONWEALTH OF MASSACHUSETTS  
STATE HOUSE BOSTON, MA 02133  
(617) 725-4000

RECEIVED  
MAR - 8 2023  
SELECTMEN'S OFFICE

**MAURA T. HEALEY**  
GOVERNOR

**KIMBERLEY DRISCOLL**  
LIEUTENANT GOVERNOR

February 28, 2023

Ari J. Sky  
Lakeville Town Administrator  
346 Bedford Street  
Lakeville, MA 02347

Dear Administrator Sky,

We are pleased to announce that under the new administration of Governor Maura Healey and Lieutenant Governor Kim Driscoll, a total of \$400 million for Fiscal Year 2024 and Fiscal Year 2025 has been filed for the MassDOT Chapter 90 Program to support local infrastructure across the Commonwealth's 351 cities and towns over the next two years.

While transition and planning are underway, this filing demonstrates the Administration's continued support in strengthening municipal partnerships and providing financial resources that support transportation improvements at the local level.

**This letter certifies that, contingent upon legislative approval of the \$200 million annual bond authorization, Lakeville's Chapter 90 apportionment for Fiscal Year 2024 is \$412,339.35.**

Once the bill is enacted, this apportionment will automatically be incorporated into your existing Chapter 90 contract with MassDOT with no further action needed by the municipality. Apportionments for all communities are available online at [www.mass.gov/chapter-90-program](http://www.mass.gov/chapter-90-program). Please note that while the bill enacting these funds has been filed, the funds are not available for municipal use until final legislative approval is obtained.

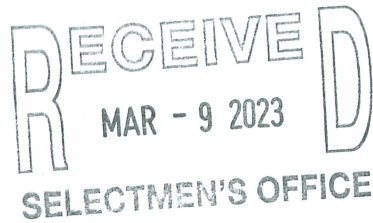
The Chapter 90 Program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

Sincerely,

GOVERNOR MAURA T. HEALEY

LT. GOVERNOR KIMBERLEY DRISCOLL

①



March 3, 2023

Board of Selectmen  
Town of Lakeville  
346 Bedford Street  
Town Office Bldg.  
Lakeville, MA 02347

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following changes to the Xfinity Rate Card provided in your community:

- *Effective April 2, 2023, the monthly subscription for HBO and HBO Max will increase from \$14.99 to \$15.99 per month as a result of a recent increase in HBO and HBO Max programming costs.*

Customers are receiving notice of change in their bill. Please do not hesitate to contact me with any questions at [Michael\\_Galla@comcast.com](mailto:Michael_Galla@comcast.com).

Very truly yours,

*Michael Galla*

Michael Galla, Sr. Manager  
Government Affairs