



FRANKLIN TOWN COUNCIL

Agenda & Meeting Packet

December 2, 2020

Meeting will be held at the **Municipal Building**
2nd floor, Council Chambers
355 East Central Street
7:00 PM

The public will **NOT** be permitted to enter the building or participate in person. Only pre-approved participants on the meeting agenda will be allowed to enter the Building and participate in person. **Residents can attend and participate via the “ZOOM” Platform.**

A NOTE TO RESIDENTS: *Due to the continued concerns regarding the COVID-19 virus and Governor Baker’s declared State of Emergency, we will be conducting a remote/virtual Town Council Meeting for all public access and participation. In an effort to ensure citizen engagement and comply with open meeting law regulations, citizens will be able to dial into the meeting using the provided phone number (Cell phone or Landline Required) OR citizens can participate by clicking on the attached [link](#) (Phone, Computer, or Tablet required). The attached link and phone number will be active for the duration of the meeting for citizens to ask questions/voice concerns. If residents are just interested in watching the meeting it will also be [live-streamed by Franklin TV](#) and shown on Comcast Channel 11 and Verizon Channel 29.*

- **Link to access meeting:** December 2nd, 2020 Town Council Meeting Link [HERE](#) -- Then click “Open Zoom”
 - Or copy and paste this URL into your browser: <https://us02web.zoom.us/j/85992749120>
 - **Call-In Phone Number:** Call **1-929-205-6099** and enter Meeting ID # **859 9274 9120** --Then press #

1. ANNOUNCEMENTS FROM THE CHAIR

- a. *This meeting is being recorded by Franklin TV and shown on Comcast channel 11 and Verizon Channel 29. This meeting may be recorded by others.*

2. CITIZEN COMMENTS

- a. *Citizens are welcome to express their views for up to five minutes on a matter that is not on the agenda. The Council will not engage in a dialogue or comment on a matter raised during Citizen Comments. The Town Council will give remarks appropriate consideration and may ask the Town Administrator to review the matter.*

3. APPROVAL OF MINUTES - None Scheduled

4. PROCLAMATIONS/RECOGNITIONS - None Scheduled

5. APPOINTMENTS - None Scheduled

6. HEARINGS - 7:10PM

- a. Franklin Tax Classification Hearing
 - i. Legislation for Action Items: 10a., 10b., 10c., 10d.
- b. Comcast of Massachusetts II, INC. Cable Television Renewal License 12/2/2020 - 12/1/2030

- i. Legislation for Action Item: 10e.
- c. Bylaw Amendment 20-863: Chapter 82, Municipal Service Fees - Temporary reduction in Municipal Service Fees for Common Victualer All Alcohol and Wine & Malt Licenses for the 2021 License Renewal Season
 - i. Legislation for Action Item: 10f.
- 7. LICENSE TRANSACTIONS - None Scheduled**
- 8. PRESENTATIONS/DISCUSSIONS**
 - a. Cyber Fraud Spear Phishing Incident: Town Administrator, Jamie Hellen & IT Director, Tim Rapoza
- 9. SUBCOMMITTEE REPORTS**
 - a. Capital Budget Subcommittee
 - b. Budget Subcommittee
 - c. Economic Development Subcommittee
- 10. LEGISLATION FOR ACTION**
 - a. Resolution 20-68: Tax Classification Residential Factor (**Motion to Approve Resolution 20-68 - Majority Vote**)
 - b. Resolution 20-69: Tax Classification - Open Space Exemption (**Motion to Approve Resolution 20-69 - Majority Vote**)
 - c. Resolution 20-70: Tax Classification Small Business Exemption (**Motion to Approve Resolution 20-70 - Majority Vote**)
 - d. Resolution 20-71: Tax Classification Residential Property Exemption (**Motion to Approve Resolution 20-71 - Majority Vote**)
 - e. Resolution 20-72: Comcast of Massachusetts II, Inc. Cable License Renewal (**Motion to approve Resolution 20-72 - Majority Vote**)
 - f. Bylaw Amendment 20-863: Chapter 82, Municipal Service Fees - Temporary reduction in Municipal Service Fees for Common Victualer All Alcohol and Wine & Malt Licenses for the 2021 License Renewal Season - Second Reading (**Motion to Adopt Bylaw Amendment 20-863 - Majority Roll Call Vote**)
 - g. Resolution 20-73: Gift acceptance - Police Department, \$2,025 (**Motion to Approve Resolution 20-73 - Majority Vote**)
 - h. Resolution 20-74: Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4 (**Motion to Approve Resolution 20-74 - Majority Vote**)
- 11. TOWN ADMINISTRATOR'S REPORT**
- 12. FUTURE AGENDA ITEMS**
- 13. COUNCIL COMMENTS**
- 14. EXECUTIVE SESSION - None Scheduled**
- 15. ADJOURN**

Note:

Two-Thirds Vote: requires 6 votes

Majority Vote: requires majority of members present and voting

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

November 25, 2020

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Cyber Fraud Spear Phishing Incident

The Town Administrator will make a presentation re: the recent cyber fraud spear-phishing incident from late September. Materials will be available at that meeting.

If you have any additional questions please feel free to ask. I look forward to discussing the matter further.

Town of Franklin

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OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

November 25, 2020

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Resolution 20-86, 69, 70, 71: Tax Rate Hearing

The attached information is related to the annual Tax Rate Hearing. The Hearing is required by Massachusetts law for the Town Council to set the FY21 Tax Rate (July 1, 2020 - June 30, 2021).

I have attached a packet of information from the Assessors office on the tax rate hearing. Please note that the average median house value has increased in Town by 2.8% and the proposed tax rate is \$14.65. We have also provided the materials we are required to file with the state, as well as some historical information.

This memo and packet will serve as the backup for the next four resolutions, all of which need to be voted on annually by state law.

If you have any additional questions please feel free to ask.

FY 2021 Franklin Tax Classification Hearing Presentation

The primary purpose of this Annual Hearing is to present data relevant to the Town Council's consideration to have single or multiple tax rates for the current fiscal year.

The following 4 items are related to the 4 votes the Town Council must take on the 4 corresponding Resolutions, Town Clerk certifications of which must then be provided to the Massachusetts Department of Revenue.

1. Historically, the Council has voted a factor of 1, meaning a uniform tax rate for Residential Property as well as Commercial-Industrial-Personal Property.
2. The Board of Assessors has not classified any property under State Land Use Class "open space", thus a vote for an "open space" discount is N/A.
3. The assessors have not determined qualified property for a small commercial exemption (only in about a dozen of 351 cities & towns). N/A
4. Lastly, what's known as a residential exemption (also only in a dozen cities & towns) is found to be relevant in largely non-owner occupied resort or densely populated communities with major rental markets. N/A

Begin by reviewing some Massachusetts and Franklin property tax background.

- A. New Growth brief on its role and where it's coming from.
- B. Levy Limit brief component discussion.
- C. Median (middle) Single Family Valuation and Tax.
- D. Mean (average) Single Family Valuation and Tax.
- E. Historic Average Single Family Value, Tax Rate & Annual Tax Bill.
- F. Classification Options brief perspective on single vs. split tax rate.

FY 2021 PROPERTY TAX CLASSIFICATION HEARING

TOWN OF FRANKLIN, MASSACHUSETTS

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LEVY BY MAJOR CLASS GROUPS & % CHANGE FROM PRIOR YEAR	15
ASSESSORS FY 2020 FINANCIALS INCLUDING EXEMPTIONS	

**LEGAL NOTICE
FRANKLIN TAX HEARING
NOTICE OF PUBLIC HEARING
PROPERTY TAX CLASSIFICATION**

The Franklin Town Council will hold a Public Hearing in the Council Chambers in the Municipal Office Building, 355 East Central Street, Franklin, MA on Wednesday evening, December 2, 2020 at 7:10 P.M. on the issue of allocating the local property tax levy among the 5 property classes for the Fiscal Year 2021. The hearing will provide an open forum for the discussion of local property tax policy. Interested taxpayers may present oral or written information on their views.

Prior to the setting of the tax rate, the Town Council must adopt a Residential Factor following which the Council selects the percentage of the levy to be borne by Commercial and Industrial and Personal Property.

This meeting will be done remotely via the "ZOOM" platform. Residents can visit the Town Website (Franklinma.gov) and click on the Town Calendar for up to date information on how to access the meeting. If you have any questions, please call the Town Administrator's Office at (508) 520-4949.

Submitted by,
Alecia Alleyne
Licensing Administrator

OFFICE OF THE BOARD OF ASSESSORS



MEMORANDUM

DATE: December 2, 2020
TO: Town Council
FROM: Board of Assessors
Kevin W. Doyle, Director of Assessing
RE: FY 2021 Tax Rate Hearing

Please find attached our information related to the annual Tax Rate Hearing. The hearing is required by Law and is intended for the Town Council to determine whether the FY 21 Tax Rate (July 1, 2020 - June 30, 2021) will be a single or a dual tax rate.

A single tax rate means that all property classes (residential, commercial, industrial and personal) are taxed at the same tax rate. A dual tax rate means the commercial-industrial-personal tax rate is increased while the residential rate is decreased. In other words, some of the residential tax burden is shifted towards commercial, industrial and personal properties.

PLEASE NOTE THAT A DUAL TAX RATE DOES NOT PRODUCE MORE TAX REVENUE, IT SIMPLY SHIFTS THE BURDEN.

Currently the single tax rate for FY 20 is \$14.51 and the proposed tax rate for FY 21 rate is \$14.65. The average single family assessment value increased from \$460,400 to \$473,300 or \$12,900 (2.8%). The average single family tax bill (home is assessed at \$473,300) will increase by \$254 a year. Individual homes may increase or decrease depending on many other factors.

Approximately 81% of property tax valuation and thus tax revenue is from residential taxes and 19% from commercial, industrial and personal property (CIP) taxes. If the council voted for a dual tax rate then then the shift from Residential to CIP would be on a 4 to 1 basis. For example if the Residential tax rate was lowered by \$1 per thousand dollars valuation, the CIP tax rate would need to increase by \$4 to offset the reduction in taxes collected by Residential properties.

Franklin has always had a single rate; we're happy to answer any questions that you may have.

Special Note: We send out quarterly tax bills. The first two (July and October) are preliminary largely based on last fiscal year's bills. The final two tax bills in January and April are based on the Actual Tax Rate and Final Assessment of each property. Accordingly the four quarterly bills are usually different. The first two are generally lower while the last two are higher.

Simple Example – Your last year's tax bill was \$6,000 and this year it goes up \$200 for a total of \$6,200. Your first two bills would be \$1,500 each for a total of \$3,000. The last two tax bills are the final actual total less the first two preliminary tax amounts (\$6,200 minus \$3,000 = \$3,200) divided into the two (January and April) final installments (\$1,600 each).

Many folks multiply their third quarterly \$1,600 amount times four and think their new bill is \$6,400 for the year. They need to look at the total annual tax as indicated on the actual 3rd Quarter Tax Bill, not just at one quarterly bill. Remember that valuations typically change annually in accordance with use of the State required data. The Total Tax Levy typically increases by 2 ½ % (Proposition 2 ½), by New Growth Revenue (improvements and new properties added to the tax base), and by adjustments in the Debt Exclusion amount to be raised for payments on long-term capital projects (i.e. schools).

FY 2021 PROPERTY CLASS TOTALS							CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
USE	VALUE PORTION OF TOTAL	PROPERTY TYPE	ACCT/ PARCEL COUNT	Residential Assessed Value	Open Space Assessed Value	Commercial Assessed Value	Industrial Assessed Value	Personal Property Assessed Value			
SINGLE FAMILY	63.488%	101	7,745	3,665,821,100							
RESIDENTIAL CONDO	10.004%	102	1,916	577,646,100							
2 RES BLDGS / ONE LOT	0.427%	Misc 103,109	47	24,642,500							
TWO FAMILY	1.506%	104	235	86,935,100							
THREE FAMILY	0.503%	105	67	29,052,700							
APARTMENTS	4.038%	111-125	63	233,177,200							
RESIDENTIAL LAND	0.532%	130-132, 106	407	30,726,500							
OTHERWISE NOT CLASSIFIED	0.000%	200-231	0		0						
COMMERCIAL	6.203%	300-393	216			358,180,900					
INDUSTRIAL	8.921%	400-452	188				515,108,300				
CLASSIFIED FOREST	0.000%	CH 61 Land	0		0	0					
CLASSIFIED AGRICULTURAL	0.002%	CH 61A Land	19		0	125,320					
CLASSIFIED RECREATIONAL	0.023%	CH 61B Land	16		0	1,321,120					
RES/COM/IND MIXED USE	1.082%	012-043	78	36,478,115	0	25,937,820	55,640				
PERSONAL PROP - INDIVIDUAL	0.702%	501	266					40,541,610			
PERSONAL PROP - CORPORATION	1.066%	502	392					61,526,050			
PERSONAL PROP - MFG CORP	0.000%	503	0					0			
PERSONAL PROP - TRANSMISSION	1.060%	504,550-552	6					61,210,320			
PERSONAL PROP - TELEPHONE	0.284%	505	5					16,375,300			
PERSONAL PROP - PIPELINES	0.114%	506	1					6,563,100			
PERSONAL PROP - WIRELESS	0.046%	508	4					2,658,390			
TOTALS	100.000%		11,671	4,684,479,315	0	385,565,160	515,163,940	188,874,770			
REAL AND PERSONAL PROPERTY TOTAL VALUE											
EXEMPT PARCEL COUNT & VALUE			822				EXEMPT VALUE				
									5,774,083,185		
									456,704,800		

FY2021 CLASS	CLASS VALUE	KEY GROUPS	VALUE OF GROUP	GROUP % OF CLASS
COMMERCIAL	385,565,160	MALL & OFFICE BLDG.	60,737,800	15.75%
INDUSTRIAL	515,163,940	CONSTITUTION & FORGE	346,637,200	67.29%
SUB-TOTAL	900,729,100	SUB-TOTAL	407,375,000	45.23%
PERSONAL PROP.	188,874,770	PERSONAL PROP.	188,874,770	100.00%
GRAND TOTAL	1,089,603,870	GRAND TOTAL	596,249,770	54.72%
				of total CIP

MINIMUM RESIDENTIAL FACTOR COMPUTATION
Fiscal Year 2021

A Class	B Full and Fair Cash Valuation	C Percentage Share	
1. Residential	4,684,479,315	81.1294%	81.1294%
2. Open Space	0	0.0000%	
3. Commercial	385,565,160	6.6775%	18.8706%
4. Industrial	515,163,940	8.9220%	
5. Personal Property	188,874,770	3.2711%	
TOTALS	5,774,083,185	100.0000%	

Maximum Share of Levy for Classes Three, Four and Personal Property: $150\% * 18.8706\%$ (Lines 3C + 4C + 5C) = **28.3059%** (Max % Share)

Minimum Share of Levy for Classes One and Two: $100\% - 28.3059\%$ (Max % Share) = **71.6941%** (Min % Share)

Minimum Residential Factor (MRF): 71.6941% (Min % Share) / 81.1294% (Lines 1C + 2C) = **88.3701%** (Minimum Residential Factor)

MINIMUM RESIDENTIAL FACTOR LA7 (6-96): **88.3701%**

Chapter 58, Section 1A mandates a minimum residential factor of not less than 65 percent.

MASSACHUSETTS DEPARTMENT OF REVENUE
 DIVISION OF LOCAL SERVICES
 BUREAU OF LOCAL ASSESSMENT

Franklin

TOWN

LA13 Tax Base Levy Growth
 Retain documentation for 5 years in case of DOR audit - Fiscal Year 2021

Property Class	(A) All Prior Year Abatement No.	(B) All Prior Year Abatement Values	(C) New Growth Valuation	(D) PY Tax Rate	(E) Tax Levy Growth
RESIDENTIAL					
SINGLE FAMILY (101)	15	394,800	12,918,900		
CONDOMINIUM (102)	2	35,300	22,498,000		
TWO & THREE FAMILY (104 & 105)	2	31,800	365,800		
MULTI - FAMILY (111-125)	1	851,100	20,012,600		
VACANT LAND (130-132 & 106)	4	530,400	445,700		
ALL OTHERS (103, 109, 012-018)	0	0	316,500		
TOTAL RESIDENTIAL	24	1,843,400	56,557,500	14.51	820,649
OPEN SPACE	0	0	0		
OPEN SPACE - CHAPTER 61, 61A, 61B	0	0	0		
TOTAL OPEN SPACE	0	0	0	0.00	0
COMMERCIAL	0	0	4,367,400		
COMMERCIAL - CHAPTER 61, 61A, 61B	0	0	0		
TOTAL COMMERCIAL	0	0	4,367,400	14.51	63,371
INDUSTRIAL	1	2,883,100	7,541,200	14.51	109,423
PERSONAL PROPERTY	2	84,150	46,516,150	14.51	674,949
TOTAL REAL & PERSONAL	27	4,810,650	114,982,250		1,668,392

Community Comments:

Signatures
<p>Board of Assessors</p> <p>KEVIN William DOYLE, Dir. of Assessing , Franklin , kdoyle@franklinma.gov 508-520-4920 11/13/2020 2:12 PM</p> <p>Comment: SIGNED BY DIRECTION OF THE BOARD OF ASSESSORS</p>

Documents
<p>Documents have been uploaded.</p>

NOTE : The information was Approved on 11/19/2020

**Levy Limit
 Fiscal Year 2021**

FOR BUDGET PLANNING PURPOSES

I. TO CALCULATE THE FY 2020 LEVY LIMIT

A. FY 2019 Levy Limit	73,437,716	
A1. Amended FY 2019 Growth	0	
B. ADD (IA + IA1)*2.5%	1,835,943	
C. ADD FY 2020 New Growth	1,864,418	
C1. ADD FY 2020 New Growth Adjustment	0	
D. ADD FY 2020 Override	0	
E. FY 2020 Subtotal	<u>77,138,077</u>	
F. FY 2020 Levy Ceiling	139,553,413	I. <u>77,138,077</u>
		FY 2020 Levy Limit

II. TO CALCULATE THE FY 2021 LEVY LIMIT

A. FY 2020 Levy Limit from I	77,138,077	
A1. Amended FY 2020 Growth	0	
B. ADD (IIA + IIA1)*2.5%	1,928,452	
C. ADD FY 2021 New Growth	1,668,392	
C1. ADD FY 2021 New Growth Adjustment	0	
D. ADD FY 2021 Override	0	
E. ADD FY 2021 Subtotal	<u>80,734,921</u>	
F. FY 2021 Levy Ceiling	144,352,080	II. <u>80,734,921</u>
		FY 2021 Levy Limit

III. TO CALCULATE THE FY 2021 MAXIMUM ALLOWABLE LEVY

A. FY 2021 Levy Limit from II.	80,734,921
B. FY 2021 Debt Exclusion(s)	3,871,376
C. FY 2021 Capital Expenditure Exclusion(s)	0
D. FY 2021 Stabilization Fund Override	0
E. FY 2021 Other Adjustment :	0
F. FY 2021 Water/Sewer	0
G. FY 2021 Maximum Allowable Levy	<u>84,606,297</u>

Signatures

No signatures to display.

Documents

No documents have been uploaded.

NOTE : The information is preliminary and is subject to change.

CLASSIFICATION TAX ALLOCATION
Fiscal Year 2021

1. The selected Residential Factor is 1.000000

If you desire each class to maintain 100% of its full values tax share, indicate a residential factor of "1" and go to question 3.

2. In computing your residential factor, was a discount granted to Open Space?

Yes No

If Yes, what is the percentage discount? 0

3. Was a residential exemption adopted?

Yes No

If Yes, please complete the following:

Class 1 Total Assessed Value	=	4,684,479.315	X	<u>0</u>	=	<u>0</u>
Class 1 Total Parcel Count *		0		Selected Res. Exemption %		Residential Exemption

* Include all parcels with a Mixed-Use Residential designation

Applicable number of parcels to receive exemption 0

Net value to be exempted 0

4. Was a small commercial exemption adopted?

Yes No

% Selected 0

If Yes, please complete the following:

No. of parcels eligible	<u>0</u>
Total value of parcels	<u>0</u>
Total value to be exempted	<u>0</u>

5. The following information was derived from the LA-7. Please indicate in column D percentages (accurate to 4 digits to the right of the decimal point) which result from your selected residential factor. (If a residential factor of "1" has been selected, you may leave Column D blank.)

A Class	B Certified Full and Fair Cash Value Assessments	C Percentage Full Value Shares of Total Tax Levy	D New Percentage Shares of Total Tax Levy
Residential	4,684,479,315.00	81.1294%	81.1294%
Open Space	0.00	0.0000%	0.0000%
Commercial	385,565,160.00	6.6775%	6.6775%
Industrial	515,163,940.00	8.9220%	8.9220%
Personal Property	188,874,770.00	3.2711%	3.2711%
TOTALS	5,774,083,185.00	100.0000%	100.0000%

NOTE : The information is preliminary and is subject to change.

CLASSIFICATION TAX ALLOCATION

Fiscal Year 2021

7. We hereby attest that on (date), (time), at (place) in a public hearing on the issue of adopting the percentages for fiscal year 2021, that the Board of Assessors presented information and data relevant to making such determination and the fiscal effect of the available alternatives, and that the percentages set forth above were duly adopted in public session on (date).

8. The LA-5 excess capacity for the current fiscal year is calculated as 15,978.35

The LA-5 excess capacity for the prior fiscal year is calculated as 44,016.85

For cities : City Councilors, Aldermen, Mayor

For towns : Board of Selectmen

For districts : Prudential Committee or Commissioners

Signatures

No signatures to display.

Documents

No documents have been uploaded.

CLASSIFICATION OPTIONS

CLASS	VALUE	%	R & O %	CIP %
Residential	4,684,479,315	81.1294	81.1294	
Open Space	0	0.0000	0.0000	
Commercial	385,565,160	6.6775	6.6775	
Industrial	515,163,940	8.9220	8.9220	
Personal Property	188,874,770	3.2711	3.2711	18.8706
Total	5,774,083,185	100.0000	100.0000	

ENTER A LEVY

Levy	84,590,319
Single TaxRate	14.65

ENTER CIP SHIFT RANGE

Shift Range	1.00	1.50
Shift Increment %		5.00
Max Shift Allowed		1.50

Share Percentages

CIP Shift	Res Factor	Res SP	Comm SP	Ind SP	PP SP	Total SP	Res Tax Rate	CIP Tax Rate
1.0000	1.0000	81.1294	6.6775	8.9220	3.2711	100.0000	14.65	14.65
1.0500	0.9884	80.1859	7.0114	9.3681	3.4347	100.0000	14.48	15.38
1.1000	0.9767	79.2423	7.3453	9.8142	3.5982	100.0000	14.31	16.11
1.1500	0.9651	78.2988	7.6791	10.2603	3.7618	100.0000	14.14	16.85
1.2000	0.9535	77.3553	8.0130	10.7064	3.9253	100.0000	13.97	17.58
1.2500	0.9419	76.4118	8.3469	11.1525	4.0889	100.0000	13.80	18.31
1.3000	0.9302	75.4682	8.6808	11.5986	4.2524	100.0000	13.63	19.04
1.3500	0.9186	74.5247	9.0146	12.0447	4.4160	100.0000	13.46	19.78
1.4000	0.9070	73.5812	9.3485	12.4908	4.5795	100.0000	13.29	20.51
1.4500	0.8953	72.6376	9.6824	12.9369	4.7431	100.0000	13.12	21.24
1.5000	0.8837	71.6941	10.0163	13.3830	4.9067	100.0000	12.95	21.97

Massachusetts Department of Revenue								
Division of Local Services								
Municipal Databank/Local Aid Section								
FY1988 - FY2021 Average Single Family Tax Bill								
Municipality	DOR Code	FY	Assessed Value Residential Single Family	Parcels	Average Value	Tax Rate	Single Family Tax Bill	Increase over Prior FY
FRANKLIN	101	1988	586,331,400	4,476	130,995	11.63	1,523	n/a
	101	1989	613,114,500	4,589	133,605	12.38	1,654	131
	101	1990	826,464,400	4,716	175,247	9.85	1,726	72
	101	1991	868,748,600	4,877	178,132	10.11	1,801	75
	101	1992	834,542,000	5,066	164,734	11.28	1,858	57
	101	1993	830,674,100	5,252	158,163	12.34	1,952	94
	101	1994	885,344,000	5,511	160,650	12.81	2,058	106
	101	1995	949,396,000	5,832	162,791	13.44	2,188	130
	101	1996	1,084,874,600	6,182	175,489	13.71	2,406	218
	101	1997	1,175,677,500	6,550	179,493	14.21	2,551	145
	101	1998	1,302,916,600	6,812	191,268	13.80	2,639	88
	101	1999	1,368,422,600	7,017	195,015	13.92	2,715	76
	101	2000	1,544,340,100	7,128	216,658	13.11	2,840	125
	101	2001	1,672,147,900	7,202	232,178	12.82	2,977	137
	101	2002	1,985,936,800	7,276	272,943	11.57	3,158	181
	101	2003	2,209,146,500	7,352	300,482	11.07	3,326	168
	101	2004	2,257,931,800	7,392	305,456	11.04	3,372	46
	101	2005	2,849,600,500	7,435	383,268	9.17	3,515	143
	101	2006	3,091,558,600	7,453	414,807	9.02	3,742	227
	101	2007	3,274,830,500	7,493	437,052	8.86	3,872	130
	101	2008	3,091,250,900	7,512	411,508	10.23	4,210	338
	101	2009	2,906,337,200	7,553	384,792	11.17	4,298	88
	101	2010	2,793,914,300	7,577	368,736	12.03	4,436	138
	101	2011	2,744,081,800	7,599	361,111	12.95	4,676	240
	101	2012	2,682,632,300	7,607	352,653	13.73	4,842	166
	101	2013	2,651,054,200	7,618	347,999	14.34	4,990	148
	101	2014	2,784,880,900	7,651	363,989	14.45	5,260	270
	101	2015	2,918,642,300	7,656	381,223	14.84	5,657	397
	101	2016	3,052,355,300	7,664	398,272	14.50	5,775	118
	101	2017	3,166,111,000	7,688	411,825	14.58	6,004	229
	101	2018	3,248,659,900	7,702	421,794	14.65	6,179	175
	101	2019	3,424,692,100	7,722	443,498	14.66	6,502	323
	101	2020	3,564,773,500	7,743	460,387	14.51	6,680	178
	101	2021	3,665,821,100	7,745	473,315	14.65	6,934	254
							average =	164

FY	MEAN SF VALUE	SINGLE RATE	SINGLE RATE TAX	CHG FR PRIOR YR
2005	383,300	9.17	3,515	n/a
2006	414,800	9.02	3,741	227
2007	437,100	8.86	3,873	131
2008	411,500	10.23	4,210	337
2009	384,800	11.17	4,298	89
2010	368,800	12.03	4,437	138
2011	361,100	12.95	4,676	240
2012	352,700	13.73	4,843	166
2013	348,000	14.34	4,990	148
2014	364,000	14.45	5,260	269
2015	381,200	14.84	5,657	397
2016	398,300	14.50	5,775	118
2017	411,800	14.58	6,004	229
2018	421,800	14.65	6,179	175
2019	443,500	14.66	6,502	322
2020	460,400	14.51	6,680	179
2021	473,300	14.65	6,934	253
	MEAN = AVERAGE			

FY	MEDIAN SF VALUE	SINGLE RATE	SINGLE TAX	CHG FR PRIOR YR
2005	354,000	9.17	3,246	n/a
2006	385,000	9.02	3,473	227
2007	411,000	8.86	3,641	169
2008	383,000	10.23	3,918	277
2009	354,000	11.17	3,954	36
2010	343,000	12.03	4,126	172
2011	328,500	12.95	4,254	128
2012	321,300	13.73	4,411	157
2013	316,000	14.34	4,531	120
2014	331,700	14.45	4,793	262
2015	353,900	14.84	5,252	459
2016	367,100	14.50	5,323	71
2017	373,800	14.58	5,450	127
2018	389,500	14.65	5,706	256
2019	410,800	14.66	6,022	316
2020	427,700	14.51	6,206	184
2021	441,300	14.65	6,465	259
	MEDIAN = MIDDLE			

PROPERTY CLASS	FY 20 CLASS LEVY AT 14.51	FY 21 CLASS LEVY AT 14.65	% CHANGE FY 2020 TO FY 2021
RESIDENTIAL	65,394,573.42	68,627,621.96	4.944%
COMMERCIAL	5,576,513.77	5,648,529.59	1.291%
INDUSTRIAL	7,293,197.72	7,547,151.72	3.482%
PERSONAL	2,732,516.24	2,767,015.38	1.263%
GRAND TOTALS	80,996,801.15	84,590,318.65	4.437%

BOARD OF ASSESSORS - FISCAL YEAR 2020
TOWN FINANCIAL SUMMARY

VALUATION

Taxable Real Property	5,393,817,017.00
Taxable Personal Property	188,319,520.00

TOTAL TAXABLE PROPERTY VALUATION 5,582,136,537.00

AMOUNTS TO BE RAISED

Total Real and Personal Property Tax Levy	80,996,801.15
Total Estimated Receipts & Other Revenue Sources	64,089,883.20

TOTAL AMOUNTS TO BE RAISED/RECEIPTS - ALL SOURCES 145,086,684.35

TAX RATE - \$14.51 PER \$1,000 OF TAXABLE VALUATION

TAX LEVY

Real Property Levy	78,264,284.91
Personal Property Levy	2,732,516.24

TOTAL LEVY - ALL TAXABLE CLASSES 80,996,801.15

REAL PROPERTY EXEMPTIONS

\$ EXEMPTION TOTALS

\$ MA REIMBURSEMENT

Clause 17D Widow	(51)	16,932.00	350.00
Clause 18 Hardship	(1)	4,241.27	0.00
Clause 22 Veterans	(123)	49,200.00	27,675.00
Clause 22F Veterans	(1)	6,345.22	6,170.22
Clause 22D Veterans	(10)	56,216.09	56,216.09
Clause 22E Veterans	(37)	37,000.00	30,525.00
Clause 37A Blind	(13)	6,500.00	0.00
Clause 41C Elderly	(18)	18,000.00	0.00
Clause 42 Widow (police)	(1)	8,071.91	0.00
Exemptions Totals (243)		202,506.49	120,936.31
Senior Work Prog. (98)		94,899.75	0.00



TOWN OF FRANKLIN

RESOLUTION: 20-68

TAX CLASSIFICATION - RESIDENTIAL FACTOR

WHEREAS, a public hearing on the Property Tax Classification was held and closed on December 2, 2020.

NOW THEREFORE be it resolved that the Residential Factor will be set at [1.000000].

DATED: _____, 2020

VOTED:

UNANIMOUS: _____

A True Record Attest:

YES: _____ NO: _____

ABSTAIN: _____

Nancy Danello
Temporary Town Clerk

ABSENT: _____

Glenn Jones, Clerk
Franklin Town Council



**TOWN OF FRANKLIN
RESOLUTION: 20-69**

TAX CLASSIFICATION - OPEN SPACE EXEMPTION

WHEREAS, a public hearing on the Property Tax Classification was held and closed on December 2, 2020.

NOW THEREFORE be it resolved that there [~~be~~] [not be] an exemption for open space.

DATED: _____, 2020

VOTED:

UNANIMOUS: _____

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

A True Record Attest:

**Nancy Danello
Temporary Town Clerk**

**Glenn Jones, Clerk
Franklin Town Council**



TOWN OF FRANKLIN

RESOLUTION: 20-70

TAX CLASSIFICATION - SMALL BUSINESS EXEMPTION

WHEREAS, a public hearing on the Property Tax Classification was held and closed on December 2, 2020.

NOW THEREFORE be it resolved that there [~~be~~] [not be] an exemption for small businesses.

DATED: _____, 2020

VOTED:

UNANIMOUS: _____

YES: _____ NO: _____

ABSTAIN: _____

ABSENT: _____

A True Record Attest:

Nancy Danello
Temporary Town Clerk

Glenn Jones, Clerk
Franklin Town Council



TOWN OF FRANKLIN

RESOLUTION: 20-71

TAX CLASSIFICATION - RESIDENTIAL PROPERTY EXEMPTION

WHEREAS, a public hearing on the Property Tax Classification was held and closed on December 2, 2020.

NOW THEREFORE be it resolved that there [~~be~~] [not be] an exemption for residential property

DATED: _____, 2020

VOTED:

UNANIMOUS: _____

A True Record Attest:

YES: _____ NO: _____

ABSTAIN: _____

Nancy Danello
Temporary Town Clerk

ABSENT: _____

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

November 25, 2020

To: Town Council
From: Jamie Hellen, Town Administrator
Chrissy Whelton, Assistant to the Town Administrator

Re: Comcast Cable License Renewal

I am asking the Council for consideration of the following Cable License Renewal Agreement between the Town of Franklin and Comcast of Massachusetts II, Inc.

The Town Administration worked with Attorney William Soloman and Franklin Cable Access to obtain the best contract with Comcast Cable for the Franklin Community. The renewal term for this agreement will be from December 2, 2020 to December 1, 2030. The agreement is commensurate with other providers in town and with the current market over cable service.

Comcast offers a basic service to all however they are pleased to provide a discount for qualified Senior Citizens in the Town of Franklin. Comcast will offer \$2.00 off its monthly "Extra" Service Level or that Digital Level of Service. This discount will be provided to those subscribers aged sixty-five(65) or older, who are Heads of Households and are income eligible.

We are happy to answer any questions you may have.



**TOWN OF FRANKLIN
RESOLUTION 20 - 72**

**Comcast of Massachusetts II, Inc.
Cable License Renewal**

WHEREAS, the Franklin Town Council has considered the needs of the Town of Franklin for competitive cable television services and for funding the operation of its cable access corporation and has negotiated with Comcast of Massachusetts II, Inc. based upon these considerations to renew its cable license,

NOW THEREFORE, BE IT ORDERED by the Franklin Town Council acting on behalf of the Town of Franklin that the local cable license issued to Comcast of Massachusetts II, Inc. be renewed, upon the terms and conditions contained in Cable Television Renewal License: and that the Town Administrator be authorized to execute said document and to take any other action necessary to effectuate the renewal of said cable license.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2020

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

**Nancy Danello, CMC
Temporary Town Clerk**

**Glenn Jones, Clerk
Franklin Town Council**

CABLE TELEVISION

**RENEWAL LICENSE
(Non-Exclusive)**

GRANTED TO

Comcast of Massachusetts II, Inc.

Granted By

**THE TOWN COUNCIL
TOWN OF FRANKLIN,
MASSACHUSETTS**

**Renewal Term
December 2, 2020 – December 1, 2030**

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RENEWAL LICENSE (Non-Exclusive)

INTRODUCTION

WHEREAS, Comcast of Massachusetts II, Inc. (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Franklin, Massachusetts (hereinafter the "Town"), said license having commenced on October 6, 2010

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated, February 16, 2018 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

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

WHEREAS, The Town Council as Issuing Authority finds that Licensee has complied with the terms of its previous license;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation and maintenance of its Cable System on the terms and conditions set forth herein; and

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

ARTICLE 1 - DEFINITIONS

SECTION 1.1 – DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. 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 be always mandatory and not merely directory.

(a) Access - shall mean the right or ability of any Franklin resident and/or any Persons affiliated with a Franklin institution to use designated Public, Educational and Government access facilities and equipment and/or PEG Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and its designee.

(b) Affiliate or Affiliated Person – When used in relation to any Person, shall mean another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person, but does not include Affiliated entities that are not involved with the use, business, management, operation, construction, repair and/or maintenance of Comcast Corporation’s Franklin cable systems.

(c) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(d) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(e) Cable Service or Service – shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Franklin, 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 Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Downstream Channel – A channel over which signals travel from the Cable System Headend or hub-site to an authorized recipient of Programming.

(h) DTC or Department – shall mean the Massachusetts Department of Telecommunications and Cable established by Chapter 25C, Section 7 of the Massachusetts General Laws ("M.G.L.") and Chapter 19 of the Acts of 2007 or its successor.

(i) Drop – shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network.

(j) Educational Access Channel: A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority, the Franklin Public Schools and/or the Access Provider, as determined by the Issuing Authority, to present non-commercial educational programming and information to the public.

(k) Effective Date – shall mean December 2, 2020.

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

(m) Franchise Fee – shall mean the payments to be made by Licensee to the Town of Franklin and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(n) Government Access Channel – A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider, as determined

by the Issuing Authority, for the presentation of government-related and other non-commercial programming and/or information to the public.

(o) Gross Annual Revenues – shall mean the revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service, accrued in accordance with generally accepted accounting principles (GAAP) in the United States, and shall include, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; all digital Cable Service revenues; fees paid on all Subscriber fees (“Fee-on-Fee”); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; video on demand Cable Services; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use (leased access); home shopping revenues; and advertising revenues. In the event that an Affiliate or any other Person is responsible for selling advertising that is aired on the Cable System in the Town, the advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues received by such Affiliate or other Person for use of the Cable System in the Town. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(p) Headend – shall mean the electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming signals for distribution over the Cable System.

(q) High Definition (“HD”) PEG Access Channel – shall mean a PEG Access Channel in the high definition format for digital television transmissions with video transmitted in a high definition resolution as determined by the Licensee in its sole discretion.

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

(s) Licensee – shall mean Comcast of Massachusetts II, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(t) License Fee – shall mean the payments to be made by Licensee to the Town of Franklin and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(u) Normal Business Hours – shall mean those hours during which most similar businesses in Franklin are open to serve customers. In all cases, Normal Business Hours must include some evening hours and at least one night per week and/or some weekend hours.

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

(w) Pay Cable or Premium Services – shall mean programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(x) Pay-Per-View – shall mean programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(y) PEG – The acronym for “public, educational and governmental”.

(z) PEG Access Channel – A video channel which the Licensee owns and is made available for use by the Town and/or its designee(s) without charge for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(aa) PEG Access Designee or Access Provider – shall mean any entity designated in writing by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and/or Governmental Access funding, equipment, facilities and /or channels for the production and broadcast of PEG Access programming on the Cable Television System, in accordance with this Renewal License and 47 U.S.C. 531, including, but not limited to the Town itself and/or an access corporation and/or entity, as determined by the Issuing Authority.

(ab) PEG Access User – shall mean a Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.

(ac) PEG Access Programming – shall mean non-commercial programming produced by any Franklin residents or organizations, schools or government entities and the use of designated

facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(ad) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority or Town.

(ae) Prime Rate – shall mean the prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the “Prime Rate” for purposes of this Renewal License.

(af) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel which the Licensee shall make available to the Town of Franklin and designees of the Town of Franklin, including Access Users without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional, similar organizations and others.

(ag) Public Access Channel – A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, for use by Franklin residents and organizations and others wishing to present non-commercial programming to the public.

(ah) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government purposes, and shall not include buildings owned by the Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(ai) Renewal License or License – shall mean this Renewal License and any amendments or modifications in accordance with the terms herein.

(aj) Standard Definition (SD) PEG Access Channels – shall mean a PEG Access Channel in the standard definition display format for digital television transmissions

(ak) Standard Installation – shall mean the installation which can be completed using a Drop of up to two hundred feet (200’) aerial or two hundred feet (200’) underground.

(al) State – The Commonwealth of Massachusetts.

(am) Subscriber – shall mean any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee.

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

(ao) Town – shall mean the Town of Franklin, Massachusetts.

(ap) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Cable Services, but not including Drop Cable(s) to Subscriber’s residences.

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

ARTICLE 2 - GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts II, Inc., a Delaware Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Franklin.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L. c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

This non-exclusive Renewal License shall be for a period of ten (10) years, commencing on December 2, 2020 through midnight December 1, 2030.

SECTION 2.3 - RENEWAL

(a) In accordance with the provisions of federal law, M.G.L. c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such terms as Licensee and the Issuing Authority may then agree.

SECTION 2.4 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (b) be construed as a waiver of any codes or bylaws/regulations of general applicability and not specific to the Cable Television

System, Licensee, or this License; or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. In the event of any conflict between this License and any Issuing Authority bylaw or regulation that is not generally applicable, this License shall control. In the event of any conflict between this License and any bylaw or regulation which is generally applicable, the bylaw or regulation shall control, subject to challenge as to the legality of the Town bylaw or regulation. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town bylaw or regulation.

SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Franklin; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another Licensee has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

SECTION 2.6 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable federal and State laws and regulation, and Town bylaws and lawful regulations, provided such Town bylaw and regulations are not specific to this License, the Licensee and/or Cable System. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

SECTION 2.7 – REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below or (3) unless otherwise operating under the terms of this Renewal License as allowed by applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown. Notwithstanding the foregoing, under 47 USC Sec. 541(b)(3)(C) the Issuing Authority may not order the Licensee or any affiliate thereof (i) to discontinue the provision of a telecommunications service, or (ii) to discontinue the operation of a cable system, to the extent such cable system is used for the provision of a telecommunications service, by reason of the failure of the Licensee or its affiliate to obtain a cable franchise or cable franchise renewal with respect to the provision of such telecommunications service.

SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the Cable Division. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. A transfer or assignment of a license or control thereof

between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under this Renewal License, unless otherwise provided by applicable federal or State law. An “affiliated company” is any Person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person or entity.

(b) Pursuant to applicable State and federal law, as may be amended, in considering a request to transfer control of the Renewal License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under applicable law or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required by applicable law, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended in writing by mutual agreement of the parties pursuant to applicable law.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

SECTION 2.9 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above shall be null and void and shall be deemed a material breach of this Renewal License.

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

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

ARTICLE 3 - SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

The Licensee shall make its Cable Services available to all residents of the Town, subject to the line extension policy of Section 3.2 below, provided that the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. The Licensee shall make its best efforts to obtain any necessary easements or permission from owners of property in the Town in order to make Cable Service available to all residents. The Licensee shall promptly apply for all necessary permits. Said Cable Services shall be made available and fully activated to requesting dwelling units no later than ninety (90) days for aerial installations and 180 days for underground installations after all necessary permits are obtained, subject to Section 13.2, Force Majeure.

SECTION 3.2 – LINE EXTENSION POLICY

(a) Consistent with Section 3.1 above, the Cable System shall be extended automatically, at the Licensee’s sole cost and expense, to any and all areas of the Town containing twenty-four (24) homes per aerial and/or underground mile of cable plant. (All being pro-rated for distances less than or greater than a mile.) The Licensee shall promptly apply for all necessary permits. Said Cable Services shall be made available and fully activated to requesting dwelling units in accordance with Section 3.1 above and subject to Section 13.2, Force Majeure.

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of Section 3.2(a) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated

by taking the capital cost of extending such service divided by the number of dwelling units in such area minus the cost of extending service to dwelling units in an area along the Public Ways that meets the density requirements specified in Section 3.1(b) above. The resulting cost shall equal the per dwelling unit contribution relating to the line extension of Cable Service in that particular area of the Town, or

$$\frac{C}{\text{---}} \text{ minus } \frac{CA}{\text{---}} = SC$$

LE P

- C equals the cost of construction of new plant required to serve the nearest point of exiting Cable System plant;
- LE equals the number of dwelling units in the line extension area;
- CA equals the average cost of construction per mile in the primary service area;
- P equals the required number of dwelling units per mile.

SECTION 3.3 – RESIDENTIAL SUBDIVISIONS

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

SECTION 3.4 – INSTALLATION CHARGES

Any dwelling unit within two hundred feet (200') aerial or two hundred feet (200') underground from the feeder cable shall be entitled to a Standard Installation rate, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). All other installations are considered non-standard installations. For aerial installations more than two hundred feet (200'), the first two hundred feet (200') shall be at the Standard Installation rate. For underground installations more than two hundred feet (200'), not involving a hard surface, the first two hundred feet (200') shall be at the Standard Installation rate.

SECTION 3.5 – SUBSCRIBER NETWORK

Licensee shall continue to own, operate and maintain the Cable Television System in accordance with applicable law to a minimum bandwidth of 750MHz, and carrying video channels in the downstream direction to Franklin subscribers.

SECTION 3.6 – LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, operate and maintain the Cable Television System within the Town. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and legally enforceable State and local laws and regulations.

SECTION 3.7 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

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

SECTION 3.8 - EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

SECTION 3.9 - SYSTEM TECHNICAL SPECIFICATIONS

The Cable System shall meet all applicable FCC technical specifications. Upon a showing of a number of Complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Licensee, after fourteen (14) days written notice from the Issuing Authority, shall cure any deficiency; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good-faith discussions

concerning possible remedies for consistent signal degradation, provided that the Licensee shall not be obligated to maintain signal quality in excess of FCC regulations.

ARTICLE 4 - TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA regulations, the Massachusetts Electrical Code, the National Electrical Safety Code, the National Electrical Code, and the rules and regulations of the FCC, the rules and regulations of the Cable Division, any other applicable Massachusetts laws and regulations, generally applicable Town bylaws and regulations, and all applicable land use restrictions as the same exist or as same may be hereafter changed or amended.

(c) Operating Electrical and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the

expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 – UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law. In the event the Town develops an undergrounding project for which it plans to utilize Town funds to reimburse utilities for the cost of said undergrounding, it shall notify the Licensee of such and discuss with the Licensee how the Licensee may be eligible for such funding consistent with equitable principles and applicable law.

(d) Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from

coming in contact with the wires, cables and equipment of Licensee, in accordance with M.G.L. c. 87 and any Town bylaws and regulations.

SECTION 4.5 – STRAND MAPS

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed. Upon written request said strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

SECTION 4.6 - BUILDING MOVES

(a) In accordance with applicable laws, Licensee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit, unless otherwise required by applicable law or regulation.

SECTION 4.7 - DIG SAFE

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

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Town to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability.

(b) The Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.10 – REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

SECTION 4.11 – RIGHT TO INSPECTION

The Issuing Authority and/or its designee(s) shall have the right, at its sole cost and expense, to inspect the plant and equipment of the Licensee in the Town at reasonable times and under reasonable circumstances for the purpose of determining compliance with the requirements of this License. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall have a representative present during such inspections.

SECTION 4.12 – PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable

Television System in the Town. The Licensee shall at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.13 – PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town regulations and/or by-laws; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at Town-approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.11 infra. In the event that the Licensee is no longer using any such Pedestals for the provision of Cable Service(s), the Licensee shall expeditiously remove any such Pedestals from the Public Way(s), unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law(s).

SECTION 4.14 – SERVICE INTERRUPTIONS

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

ARTICLE 5 - PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all Subscribers in the Town pursuant to applicable statute or regulation.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes. (See Exhibit 9.4)

SECTION 5.3 - REMOTE CONTROLS

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

SECTION 5.4 - STEREO TV TRANSMISSIONS

All broadcast signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532 (Section 612 of the Cable Act), Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

SECTION 5.6 – CONTINUITY OF SERVICES

It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance if practical.

SECTION 5.7 – COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation, any required line extension, and monthly subscription costs as established by the Licensee.

ARTICLE 6 - PEG ACCESS CHANNELS AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNELS

(a) Use of channel capacity for Public, Educational and Governmental (“PEG”) Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. The PEG Access channels shall, other than provided in Section 6.1(c) below, be used exclusively as and/or for PEG Access channels and PEG Access Programming. The Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. The Issuing Authority and/or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for the PEG Access Channel and PEG Access operations in accordance with applicable law. The PEG Channels shall be provided on the Basic Cable Service tier to the extent said tier is required pursuant to applicable law or regulations or otherwise provided by the Licensee.

(b) Licensee shall continue to make available three (3) Public, Educational, and Government (“PEG”) Access Channels in Standard Definition format to be used for PEG Access programming by the Issuing Authority and/or its PEG Access Designee(s). Subject to the requirements of Section 6.3(b), the Licensee shall also make available one (1) High Definition (HD) Access Channel for PEG Access purposes. Said HD PEG Access Channel shall be made available within twenty-four (24) months of the Effective Date of this Renewal License.

(c) In the event the Issuing Authority, its designee(s) or other PEG Access User elects not to program a PEG Access Channel for a period of one hundred twenty (120) days or more, the Licensee may thereafter use such channel capacity that is not being used for PEG Access purposes, subject to the right of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use of its designee(s) or other Access Users.

(d) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town, the public schools, the PEG Access Designee, any organizations serving the Town and/or PEG Access users.

(e) The PEG Access Channels may not be used to cablecast for-profit or commercial programs in any fashion.

(f) The Licensee shall monitor the PEG Access Channels for technical quality consistent with the FCC Technical Standards and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. However, the Licensee is not responsible for the production quality of PEG Access Programming productions.

(g) There shall be no charges by the Licensee to the Town, its Issuing Authority, the Access Provider or Access Users for the Access Channels.

SECTION 6.2 – PEG ACCESS PROVIDER

(a) The Access Provider shall provide services to PEG Access users and the Town as follows:

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

SECTION 6.3 – PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channels, all PEG Access Programming originating or aggregated during the term of this Renewal License at the PEG Access video return hub at the PEG Access television studio (23 Hutchinson Street, Franklin, MA) shall be transmitted to the Licensee-owned Headend or hub-site on a Licensee-provided and owned fiber-based video return line made available by the Licensee without charge to the Town or Access Provider for their use. At Licensee-owned Headend or hub-site, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel.

(b) Subject to payment by the Town or its Access Provider as set out herein, the Licensee shall, within twenty-four (24) months of the Effective Date of this License, purchase, install and operate standard definition serial digital interface (SDI) equipment at the PEG Access video return hub for each of the three (3) SD PEG Access Channels and high definition interface equipment for one (1) HD PEG Access Channel. Said equipment shall be used for transport of said PEG Access signal(s) to Comcast's headend facility to enable the Issuing Authority, its designee(s) and/or the Access Provider to cablecast their PEG Access Programming over the Subscriber Network PEG Access Downstream Channels. Prior to the installation of this equipment, the Licensee shall provide the Town with a detailed, itemized invoice for the cost of the project, which shall not exceed Thirty Thousand Dollars (\$30,000.00). The Licensee shall own, maintain and repair and/or, if necessary, replace, said equipment for the entire term of this Renewal License.

(c) The Licensee shall be responsible for all necessary inspections and performance tests of the video return line in accordance with applicable law and regulation for a Cable System. The Licensee shall provide, maintain, operate and repair all equipment necessary to receive and transmit PEG Access programming and PEG Access Channels as described in Section 6.3 above,

including necessary transmission, switching and/or processing equipment located at its hub-site and/or Headend in order to switch upstream signals carrying PEG Access Programming from the PEG Access video return hub to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(d) The demarcation point between Licensee's equipment and the Town's and/or Access Provider's equipment shall with respect to the PEG Access Channels be at the input of the Licensee owned equipment used for video signal transport at the PEG Access television studio (23 Hutchinson Street, Franklin, MA). The Licensee shall own, maintain, repair and/or, if necessary, replace said video signal transport equipment.

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

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

SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT

(a) The Licensee shall provide PEG Access annual support payments to the Issuing Authority for Public, Educational and Government Access purposes in an amount equal to five percent (5.00%) of Gross Annual Revenues, less applicable License Fees payments to the Town and State only pursuant to M.G.L. c. 166A, sec. 9 (the "PEG Access Annual Support"). Said payments shall be made as provided herein on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous three (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year for the previous three (3) month period of October, November and December. The first such five percent (5.00%) quarterly payment pursuant to this Renewal License

shall be made on February 15, 2021 for the period from the Effective Date through December 31, 2020. The final such five percent (5.00%) payment shall be made on or before February 15, 2031 for the previous period from October 1, 2030 through December 1, 2030.

(b) The Licensee shall file with each of the payments pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(p), for each three (3) month reporting period. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1(o).

(c) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 6.5– PEG ACCESS CAPITAL FUNDING

(a) The Licensee shall provide the following two (2) separate funding sources to the Issuing Authority and/or its PEG Access Designee, as directed by the Issuing Authority, for PEG Access and cable and institutional network equipment and/or facilities purposes (the “PEG Access Capital Funding”), as follows:

(i) A total of One Hundred Eighty Thousand Dollars (\$180,000) paid in five (5) equal annual payments of Thirty-Six Thousand Dollars (\$36,000), on or before the below referenced dates, as follows:

February 2, 2021	\$36,000
February 2, 2022	\$36,000
February 2, 2023	\$36,000
February 2, 2024	\$36,000
February 2, 2025	\$36,000

and

(ii) One-half of one percent (0.5%) of Gross Annual Revenues, payable on a quarterly basis, as follows: (i) on or before May 15th of each year of this Renewal License for the previous three (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June;

(iii) on or before November 15th of each year for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year for the previous three (3) month period of October, November and December. The first such one-half of one percent (0.5%) quarterly payment pursuant to this Renewal License shall be made on February 15, 2021 for the period from the Effective Date through December 30, 2020. The final such one-half of one percent (0.5%) payment shall be made on or before February 15, 2026 for the previous period from October 1, 2025 through December 1, 2025.

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

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

(d) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate. Any payment pursuant to this Section 6.5(d) shall be within the exclusion to the term “franchise fee” for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 6.6 - NON-COMMERCIAL PROGRAMMING

The Issuing Authority and its designee(s) shall not use the designated PEG access channels, equipment, or other facilities to provide for-profit commercial Programming. Nothing in this Section 6.6 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgments displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSE

In the event a cable license is issued by the Issuing Authority to a competing licensee, the Issuing Authority shall not authorize or require the competing licensee to connect its facilities or

cable system to Licensee's current Cable System for purposes of obtaining PEG Access Programming from the Licensee's PEG access channels without the prior written consent of Licensee.

ARTICLE 7 - FRANCHISE FEES AND LICENSE FEES

SECTION 7.1 – LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, 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, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated in compliance with applicable law(s).

SECTION 7.2 – FRANCHISE FEE

In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of Gross Annual Revenues. Said five percent (5%) shall include the following: (i) the PEG Access Annual Support pursuant to Section 6.4, above; and (ii) any License Fee(s) that may be payable to the Town and to the State pursuant to Massachusetts General Laws Chapter 166A, Section 9, and Section 7.1 above, provided, however, that said five percent (5%) shall not include the PEG Access Capital Funding pursuant to Section 6.5 above and any other exclusions to the definition of Franchise Fee provided in Section 622(g)(2) of the Cable Act.

SECTION 7.3 – PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, no later than March 15th of each year, unless provided for otherwise under applicable law.

SECTION 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Franchise Fee and 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 Licensee or an Affiliated Person 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 Franchise Fee and License Fee payments which shall be a separate and distinct obligation of the Licensee and any Affiliated

Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the Franchise Fee or Franchise Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit the authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

SECTION 7.5 – LATE PAYMENT

In the event that the payments required pursuant to this Article 7 are not tendered to the Town on or before the dates fixed herein by or pursuant to Section 7.3 above or applicable law, interest due on such fee payment shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payment pursuant to this Section 7.5 shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 7.6 – RECOMPUTATION

(a) Tender or acceptance of any payment, including any payment of a Franchise Fee or License Fee or any payment required in Article 6 of this Renewal License 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 Article 6 or Article 7. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall commence in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that

such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional Franchise Fee, License Fee or any payment required in Article 6 of this Renewal License is owed to the Town, the Licensee shall pay said amount, plus interest, to the Town or its designated Access Provider within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

SECTION 7.7 – AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws and shall not detract from the provisions of this Renewal License.

SECTION 7.8 – 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 provided to the Issuing Authority or its designee, unless the Licensee is otherwise notified in writing by the Issuing Authority.

ARTICLE 8 - RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.

(b) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.

(c) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the Effective Date of any rate increase to either downgrade service or terminate service altogether without charge of the increased rate. Change of service policies shall be in compliance with 207 CMR 10.00 et seq.

(d) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

SECTION 8.2 – RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

SECTION 8.3 – CREDIT FOR SERVICE INTERRUPTION

In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9 - CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 9.1 – CUSTOMER SERVICE CALL CENTER

(a) Licensee shall maintain and operate its customer services call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Franklin Subscribers, unless required otherwise by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii) telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

SECTION 9.2 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be acted upon the next business day.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations and/or (ii) an outage as described in section 9.2 (d) below.

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

SECTION 9.3 – FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 9.3**.

SECTION 9.4 – BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 9.4**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Service, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

SECTION 9.5 – COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Cable Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

SECTION 9.6 – EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees and/or contractor's entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to visibly display an employee or contractor identification card issued by the Licensee or contractor, respectively, and bearing a picture of said employee or contractor.

SECTION 9.7 – PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all applicable federal and State laws and regulations regarding privacy, monitoring, information with respect to Cable Service viewing habits, subscription information or decisions and the distribution thereof, including, but not limited to the provisions of Section 631 of the Cable Act (47 U.S.C. 551), as may be amended.

(b) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

SECTION 9.8 – RESPECT FOR PRIVATE PROPERTY

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

ARTICLE 10 - INSURANCE AND BONDS

SECTION 10.1 – INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(i) One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) Workers Compensation in the minimum amount of the statutory limit.

(d) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000) umbrella form over all other insurance required by this Section 10.1.

(e) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

(vi) The Licensee shall be responsible for all deductibles.

(vii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all required liability insurance policies.

(viii) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(ix) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. The Licensee shall timely notify the Issuing Authority in the event of cancellation or reduction in the coverage amount. Said notice may be by electronic mail (e-mail).

SECTION 10.2 – PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Thirty Thousand Dollars (\$30,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 12.1 and 12.2 below.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, 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, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 below. The Licensee shall timely notify the Issuing Authority in the event of cancellation or reduction in the coverage amount. Said notice may be by electronic mail (e-mail).

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Thirty Thousand Dollars (\$30,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is intended to cover the liability assumed by the Licensee under the terms of the Renewal License.

SECTION 10.3 – INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the acts and/or omissions of the Licensee, its employees, officers, contractors and subcontractors, or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify and defend the Town for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify, hold harmless and defend the Town after receipt of a claim for which indemnification is sought. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the Town.

ARTICLE 11 - ADMINISTRATION AND REGULATION

SECTION 11.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall have authority for the day to day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License.

SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS

The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 11.2 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

SECTION 11.3 – NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

SECTION 11.4 – JURISDICTION/VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 12 - DETERMINATION OF BREACH - LICENSE REVOCATION

SECTION 12.1 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot in the reasonable opinion of the Issuing Authority be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that: (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within forty-five (45) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:

- (i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) commence an action at law for monetary damages

- (iii) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- (iv) declare the Renewal License to be revoked subject to Section 12.2 below and applicable law;
- (v) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below; and
- (vi) invoke any other lawful remedy available to the Town.

(e) In the event that the Issuing Authority fails to issue a written determination within forty-five (45) days after the public hearing pursuant to Section 12.1(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 12.2 – REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 12.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

SECTION 12.3 – LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages may be invoked by the Issuing Authority and, if so, shall be paid by the Licensee to the Issuing Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 12.1(d) above.

(i) For failure to operate and maintain the Subscriber Network in accordance with Section 3.5 above, Three Hundred Dollars (\$300) per day, for each day that any such non-compliance continues.

(ii) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Final License in accordance with Section 2.8 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(iii) For failure to comply with the PEG Access provisions in accordance with Section 6.1, 6.3, 6.4 and/or 6.5 herein, Two Hundred Fifty Dollars (\$250) per day, for each day that any such non-compliance continues.

(iv) For failure to comply with the FCC Customer Service Obligations in accordance with Section 9.3 above and Exhibit 9.3 attached hereto, Two Hundred Dollars (\$200) per day that any such non-compliance continues.

(v) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 3.7 and Exhibit 3.7 herein, Fifty Dollars (\$50) per day that any such Drops and/or Outlets are not provided, installed and/or activated if required.

(b) Such liquidated damages shall not be a limitation upon any other provisions of the 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 12.1 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.

(c) 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 if invoked by the Issuing Authority, 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 Cable Act.

SECTION 12.4 – NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

SECTION 12.5 – NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor

shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town or of the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 13 - REPORTS, AUDITS AND PERFORMANCE TESTS

SECTION 13.1 – GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the Town to the appropriate appellate entities.

SECTION 13.2 – FINANCIAL REPORTS

(a) Upon written request by the Issuing Authority and in accordance with applicable law, after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the Cable Division Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by State and/or federal law.

(b) The Licensee shall also provide any other reports required by State and/or federal law that are required to be provided to the Issuing Authority.

SECTION 13.3 – CABLE SYSTEM INFORMATION

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority a report of the number of Basic Service Subscribers.

SECTION 13.4 – SUBSCRIBER COMPLAINT REPORTS

In accordance with the regulations of the Cable Division of the Massachusetts Department of Telecommunications, the Licensee shall submit a completed copy of the Cable Division of the

Massachusetts Department of Telecommunications Form 500, a copy of which is attached hereto as **Exhibit 13.5**, to the Issuing Authority or its designee(s).

SECTION 13.5 – QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

SECTION 13.6 – DUAL FILINGS

If requested, in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 12.1 above.

SECTION 13.7 – INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14 - MISCELLANEOUS

SECTION 14.1 – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 14.2 – FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event beyond the reasonable control of the Licensee or the Town.

SECTION 14.3 – ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance, operation or removal of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

SECTION 14.4 – NOTICES

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

Town of Franklin
Attn: Town Council
c/o Town Administrator
Franklin Municipal Building
355 East Central Street
Franklin, MA 02038

with a copy to:

Town of Franklin
Attn: Cable Advisory Committee
Franklin Municipal Building
355 East Central Street
Franklin, MA 02038

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) by overnight courier service in the business thereof or by electronic mail to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Government Relations
181 Ballardville Street
Wilmington, MA 01887

with a copy to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 14.5 – RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated by reference and expressly made a part of this Renewal License.

SECTION 14.6 – ENTIRE AGREEMENT

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

SECTION 14.7 – CAPTIONS

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

SECTION 14.8 – WARRANTIES

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

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against Licensee in accordance with the provisions herein;

(d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License; and

SECTION 14.9- INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to M.G.L. c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such general laws, bylaws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

SECTION 14.10 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a - d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

SECTION 14.11 – TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges, the Town's right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this Section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

SECTION 14.12 – TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

SECTION 14.13 – APPLICABILITY OF RENEWAL LICENSE

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

SECTION 14.14 - NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public, entity or other non-signatory party to enforce the terms of this Renewal License.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

**WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF _____,
2020.**

TOWN OF FRANKLIN

By its:
Town Council

Thomas Mercer, Chair

Robert Dellorco, Vice Chair

Glenn Jones, Clerk

Andrew Bissanti

Brian Chandler

Eamon McCarthy Earls

Melanie Hamblen

Matthew T. Kelly

Deborah L. Pellegri

Approved as to legal form:
William H. Solomon
Special Cable Counsel

COMCAST OF MASSACHUSETTS II, INC.
By:

Trevor Arp
Senior Vice President
Greater Boston Region

EXHIBIT 5.2- PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming;
- Foreign Language Programming; and
- Local Programming

EXHIBIT 9.3 FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this Section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this Section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this Section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this Section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 9.4

BILLING AND TERMINATION OF SERVICE

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;

- (e) the amount of the bill for the current billing period, separate from any prior balance due;
- (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 13.5

FORM 500

Please see attached.

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Address:

Address:

Contact:

Phone:

E-Mail:

Filing Year:
 Number of Subscribers:

Average Resolution Time:

< 1 > Less than 1 Day, < 2 > 1-3 Days, < 3 > 4-7 Days, < 4 > 8-14 Days, < 5 > 15-30 Days, < 6 > > 30 Days

Manner of Resolution:

A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Appointment/Service call	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Billing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Customer Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Defective Notice	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Installation	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Reception	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Interruption	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Unable to Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Failure to Respond to Original Complaint	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



December 2, 2020

Town of Franklin
Town Council
Franklin Municipal Building
355 East Central Street
Franklin, MA 02038

RE: PEG Access On Demand/Interactive Program Guide

Dear Council Members:

The purpose of this letter is to outline Comcast's agreement to engage in future discussions with the Issuing Authority relative to public, educational and governmental ("PEG") access programming advancements. In light of PEG access programming discussions during the renewal license negotiation, Comcast will commit to the following:

(1) PEG ACCESS ON DEMAND

Comcast agrees that Comcast representatives will meet with the Issuing Authority or its designee(s) upon written request of the Issuing Authority twenty-four (24) months after the execution date of the 2020 Franklin Cable Television Renewal License (License) to discuss the economic and technical feasibility of providing PEG access content on the Comcast Franklin cable television system Video-On-Demand cable service.

(2) PEG PROGRAMMING ON INTERACTIVE PROGRAMMING GUIDE

Comcast agrees that Comcast representatives will meet with the Issuing Authority or its designee(s) upon written request of the Issuing Authority twenty-four (24) months after the execution date of the License to discuss the economic and technical feasibility of providing Franklin PEG access channel programming schedule information on the Comcast Franklin cable television system Interactive Programming Guide.

If you have any questions about the above, please do not hesitate to contact me.

Sincerely,

Catherine Maloney

Catherine Maloney
Senior Manager, Government & Regulatory Affairs Comcast Cable



December 2, 2020

Town of Franklin
Town Council
Franklin Municipal Building
355 East Central Street
Franklin, MA 02038

RE: Senior Citizen Discount & Education Connections Program

Dear Members of the Board:

The purpose of this letter is to outline the Senior Citizen Discount that Comcast will be offering eligible Franklin residential subscribers upon the Effective Date of the 2020 Renewal License and the continuation of the Education Connections Program to Franklin schools and libraries. Comcast's decision to offer a Senior Citizens Discount and continuation of the Education Connections program is voluntary.

SENIOR CITIZEN DISCOUNT PROGRAM:

Although Comcast offers a level of Basic Service that it feels is affordable, it is pleased to be able to provide a discount to qualified Senior Citizens in the Town of Franklin. To that end, Comcast will offer a discount of \$2.00 off its monthly "Extra" Service Level or that Digital Level of Service which most closely resembles "Extra" as of the rate card in effect as of the Effective Date of the Renewal License. Said discount will be provided to those subscribers aged sixty-five (65) or older, who are Heads of Household and are income eligible as hereinafter required. The subscriber must provide proof of his/her eligibility for the discount according to the following requirements:

1. PROOF OF AGE 65 OR OVER:

Acceptable documentation would include any of the following:

- a) Driver's License;
- b) Birth Certificate;
- c) Passport; or
- d) Lease.

2. HEAD OF HOUSEHOLD:

Acceptable documentation in the customer's name would include any one of the following:

- a) Lease;

- b) Deed;
- c) Tax bill; or
- d) Cable bill if current customer.

3. INCOME ELIGIBILITY:

Acceptable documentation would include proof of receipt of any one of the following form Federal, State or Municipal aid:

- a) Supplemental Security Income (SSI);
- b) Medicaid or Mass Health;
- c) Massachusetts Fuel Assistance; or
- d) Property Tax Elderly Asset/Income Abatement Relief under M.G.L. Chapter 59, Section 5.

Since the purpose of the Senior Citizen Discount is to provide assistance to those eligible seniors are in real financial need of the discount, Comcast has developed the criteria listed above that will provide the “needs-based” discount but will be easy for seniors to obtain.

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

Education Connections Program

Our current Education Connections Program provides that in every community where Comcast offers Internet service, K-12 public schools, libraries and qualifying private schools will receive free Internet service. Comcast plans to continue to offer these opportunities to the Franklin schools and libraries.

If you have any questions about the above, please do not hesitate to contact me.

Sincerely,

Catherine Maloney

Comcast

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

November 25, 2020

To: Town Council

From: Jamie Hellen, Town Administrator

Chrissy Whelton, Assistant to the Town Administrator

Re: Bylaw Amendment 20-863 Temporary reduction in Municipal Service Fees for Common Victualer All Alcohol and Wine & Malt Licenses for the 2021 License Renewal Season

Due to the inability of Common Victualer Licensees in the Town of Franklin to open and fully operate during the Covid-19 Pandemic, we are proposing a Temporary Bylaw Amendment to the Municipal Service Fees Section A, to reduce 2021 Annual License Fees by 25% for all Section 12 Licenses for the 2021 Renewal period only, after which the full fees shall be reinstated. This is an effort to be proactive like a few other communities have recently discussed and alleviate some of the financial burdens on local restaurants and keep a few more money in their pockets.

There are a total of 23 licensees that would receive this reduction in fees, including 19 Common Victualer All Alcohol licenses currently at \$2,500 annually and 4 Common Victualer Wine & Malt Licenses at \$1,500 annually. The proposed reduction would result in a Common Victualer All Alcohol License fee of \$1,827 and a Common Victualer Wine and Malt fee of \$1,125. This License fee reduction would cost the Town roughly \$13,375 in lost revenue to local receipts.

This is the second reading of this bylaw and we hope the Council will support this effort, as we work toward licensing renewals for 2021.

We are happy to answer any questions you may have.



TOWN OF FRANKLIN

BYLAW AMENDMENT 20-863

CHAPTER 82, MUNICIPAL SERVICE FEES

A BYLAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN AT CHAPTER 82

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL that Chapter 82 of the Code of the Town of Franklin is amended at Section 82-6 Schedule of Service Fees, Subsection A. Administration, by reducing Common Victualler Wine & Malt and Common Victualler All Alcohol Fees by 25% for 2021 License Renewal Season only:

§ 82-6. **Schedule of service fees.**

A. Administration

Service Fee	Rate
Club- Wine & Malt	\$750
Liqueurs and Cordials	\$900
Package- Wine & Malt	\$1,500
Common Victualler- Wine & Malt	\$1,500 Reduced to \$1,125
Club- All Alcohol	\$1,750
Package- All Alcohol	\$2,500
Common Victualler- All Alcohol	\$2,500 Reduced to \$1,875
Innholder- All Alcohol	\$3,500
One-Day (All Alcohol or Wine & Malt)	\$75
Alcohol Inholder/Rooms only	\$1,300
Common Victualler	\$125
Innholders	\$125
Farmer Brewery, Winery, Distillery	\$250
Alcohol License Modification	\$500
Automatic Amusement	\$125
Weekday Amusement	\$125
Entertainment	\$125
Billiard/Bowling	\$125
Class I	\$125
Class II	\$125
Class III	\$125
Boardinghouse	\$125

Auctioneer	\$85
One-Day Auctioneer	\$85
Junk Dealer	\$85
Taxi/Limousine	\$85
Transient Vendor or Temporary special event Food Truck License	\$100
Fortune Teller	\$85
Public Way Access Permit	\$150

This bylaw amendment shall be effective only for 2021 License Renewal Season after which the full fees shall be reinstated.

DATED: _____, 2020

VOTED:

UNANIMOUS: _____

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

A True Record Attest:

Nancy Danello
Temporary Town Clerk

Glenn Jones, Clerk
Franklin Town Council

<u>TYPE</u>	<u>BUSINESS</u>	<u>ADDRESS</u>	<u>FEE AMOUNT</u>
Common Victualer On Premises			
All Alcohol	99 Restaurant & Pub	847A West Central Street	\$2,500
All Alcohol	Acapulco's	371 Union Street	\$2,500
All Alcohol	Alumni Restaurant & Bar	391 East Central Street	\$2,500
All Alcohol	Bamboo House	2 Main Street	\$2,500
All Alcohol	Chateau	466 King Street	\$2,500
All Alcohol	Franklin Country Club	672 East Central Street	\$2,500
All Alcohol	Franklin Performing Arts Company	15 West Central Street	\$2,500
All Alcohol	Hang tai Restaurant	26-30 East Central Street	\$2,500
All Alcohol	Ichigo Ichie	837 West Central Street	\$2,500
All Alcohol	Jimmy D's	338 Union Street	\$2,500
Wine & Malt	King Street Deli & Café	390 King Street	\$1,500
All Alcohol	Longhorn Steakhouse	250 Franklin Village Drive	\$2,500
All Alcohol	Maguro House	12-34 East Central Street	\$2,500
Wine & Malt	Maks Roast Beef & Breakfast	451 West Central Street	\$1,500
All Alcohol	Maplegate Country Club	160 Maple Street	\$2,500
Wine & Malt	Pepper Terrace Restaurant	400 Franklin Village Drive	\$1,500
All Alcohol	Rome Restaurant	4 East Central Street	\$2,500
All Alcohol	Residence Inn Boston Franklin	4 Forge Parkway	\$2,500
All Alcohol	Santa Fe Burrito Grill	28 West Central Street	\$2,500
Wine & Malt	Spruce Pond Creamery	370 King Street	\$1,500
All Alcohol	Teddy Gallaghers Pub	30 Main Street	\$2,500
All Alcohol	The Curry House	418 West Central Street	\$2,500
All Alcohol	Three	461 West Central Street	\$2,500
		Total Local Receipts	\$53,500
		Total Lost with a 25% Reduction	\$13,375
		Total Local Receipts After Reduction	\$40,125

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

November 25, 2020

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Resolution 20-73: Gift Acceptance - Franklin Police Department

The Franklin Police Department has received two generous donations totaling \$5,025 from the Digital Federal Credit Union (DCU) and William and Dolores Conlon. These donations will be allocated towards the purchase of safety and other related equipment for Franklin Police Officers as well as various Police Department Programs.

The Donations were as follows:

- DCU - \$5,000
- William and Dolores Conlon - \$25

We would like to thank DCU and Mr. & Mrs. Conlon for their generous donations.

If you have any additional questions please feel free to ask.



**TOWN OF FRANKLIN
RESOLUTION 20 - 73**

Acceptance of Gift – Franklin Police Department

WHEREAS, The Franklin Police Department has received two generous donations totaling \$5,025 to be used at the discretion of the Franklin Police Department for the purchase of safety and other related equipment and to fund Police Department programs.

Donation Summary:

- 1. Digital Federal Credit Union (DCU) - \$5,000
- 2. William and Dolores Conlon - \$25

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of the Franklin Police Department gratefully accepts this generous donation to be used at the discretion of the Franklin Police Department for the purchase of safety and other related equipment and to help fund departmental programs.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2020

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

**Nancy Danello
Temporary Town Clerk**

**Glenn Jones, Clerk
Franklin Town Council**



FRANKLIN POLICE DEPARTMENT

Thomas J. Lynch, Chief of Police
James A. Mill, Deputy Chief of Police
911 Panther Way, Franklin, MA 02038
Telephone: (508) 528-1212
Fax: (508) 520-7950
www.franklinpolice.com

November 16, 2020

Jamie Hellen, Town Administrator
Town of Franklin
355 East Central Street
Franklin, MA 02038

SUBJECT: Gift Donation Made to the Franklin Police Department

Mr. Hellen,

I am pleased to announce the Franklin Police Department recently received the following gift donation:

- Digital Federal Credit Union – DCU donated \$5,000.00, representing DCU's support of the Police Departments efforts in providing programs that will make a difference (see attached letter).

The donation will go a long way in supporting our community policing programs, assisting with training needs and the purchase of essential equipment for the officers. We sincerely appreciate the support of the residents and business community. Upon the acceptance of the Town Counsel, we will deposit the donation into the Police Gift Account.

Respectfully Submitted,

Thomas J. Lynch
Chief of Police



FRANKLIN POLICE DEPARTMENT

Thomas J. Lynch, Chief of Police
James A. Mill, Deputy Chief of Police
911 Panther Way, Franklin, MA 02038
Telephone: (508) 528-1212
Fax: (508) 520-7950
www.franklinpolice.com

November 16, 2020

Digital Federal Credit Union
853 Donald Lynch Blvd.
Marlborough, MA 01752

Dear Ms. Spaulding,

On behalf of all the personnel at the Franklin Police Department I wish to extend our sincere appreciation for the donation of \$5,000.00 that Digital Federal Credit Union recently made to our organization.

Your generous donation will support the Franklin Police Department in its continued efforts to provide needed equipment to the officers as they protect and serve the Franklin community and to support the many programs the department offers. It is through donations like DCU's that we are afforded the opportunity to purchase equipment that the department would otherwise not be able to attain due to limited funding. Similarly, your generosity supports many community policing initiatives the department takes pride in offering.

As in previous years, the FPD will be using a portion of your donation to assist in the funding of our annual Halloween Party. The Halloween Party is a free event for children ages pre-school through 5th grade and is scheduled for this October. This event offers a safe and fun venue for children and their families. We will also be using a portion of the funding to support our Christmas Toy Drive in our efforts to guarantee children in Franklin have something under the tree for Christmas this year.

Again, I want to thank you and DCU for the generous donation!

If you have any questions or require further information, Please feel free to contact me at anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Lynch".

Thomas J. Lynch
Chief of Police
508-440-2710



FRANKLIN POLICE DEPARTMENT

Stephan H. Semerjian, Chief of Police
911 Panther Way, Franklin, MA 02038
Telephone: (508) 528-1212
Fax: (508) 520-7950
www.franklinpolice.com

November 16, 2020

Jamie Hellen, Town Administrator
Town of Franklin
355 East Central Street
Franklin, MA 02038

SUBJECT: Gift Donation Made to the Franklin Police Department

Mr. Hellen,

I am pleased to announce the Franklin Police Department recently received the following gift donation(s):

- William & Dolores Conlon – Donated \$25.00 in recognition of the Police Departments service to the Franklin community and to support the Franklin Police Department.

The donations will go long way in supporting our community related programs, assisting with training needs and the purchase of essential equipment for the officers. We sincerely appreciate the support of the residents and business community. Upon the acceptance of the Town Council, we will deposit the donation(s) into the Police Gift Account.

Respectfully Submitted,

Thomas J. Lynch
Chief of Police

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

November 25, 2020

To: Town Council

From: Jamie Hellen, Town Administrator

Re: Resolution 20-74: Cable Funds in Support of PEG Service

The Massachusetts Department of Revenue requires the Town Council to vote to appropriate PEG funds received from Comcast and Verizon to an established revolving account.

Please find the attached resolution to appropriate \$90,684.55 in PEG funds received from the Third Quarter of 2020 from Verizon to the Cable Access Corporation.

Please feel free to call with any questions.



TOWN OF FRANKLIN RESOLUTION 20-74

APPROPRIATION: Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4

TOTAL REQUESTED: \$90,684.55

PURPOSE: To appropriate \$90,684.55 from the PEG Access and Cable Related Funds created under MGL Ch. 44, §53F3/4, representing the amount received in the previous quarter, to be paid to Franklin Cable Access Corp. to operate the cable access studio and otherwise fund its operations.

MOTION: Be it Moved and Voted by the Town Council that the sum of \$90,684.55 be appropriated from the PEG Access and Cable Related Fund created under MGL Ch. 44, §53F3/4, to be paid to Franklin Cable Access Corp. to operate the cable access studio and otherwise fund its operations.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2020

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello
Temporary Town Clerk

Glenn Jones, Clerk
Franklin Town Council

TOWN OF FRANKLIN

SCHEDULE OF DEPARTMENTAL PAYMENTS TO TREASURER

Turnover Number:

Department:
ADMINISTRATION
123

Date: November 18, 2020

FROM WHOM	DESCRIPTION	CODE	AMOUNT	TOTAL
Third Quarter fees - Check #1231026318	Verizon Cable TV	VERCBL	1	\$ 82,440.50
Third Quarter fees - Check #1231026381	Verizon Cable TV	VERCBL	1	\$ 8,244.05
TOTAL				\$ 90,684.55

To the Town Accountant:

The above is a detailed list of moneys collected by me, amounting in the aggregate to:

Ninety Thousand Six Hundred Eighty Four Dollars and Fifty Five Cents

for the period ending November 18, 2020

which I have paid to the

Town Treasurer, whose receipt I hold therefor.

Signature *Alecia Alleyne*
Alecia Alleyne, Executive Assistant

.....
Date: November 18, 2020

To the Departmental Officer making the Payment:

Received of ADMINISTRATION the sum of

Ninety Thousand Six Hundred Eighty Four Dollars and Fifty Five Cents

for the period ending November 18, 2020

for collection as per schedule of this date, filed in my office.

_____, Town Treasurer

PEG Grant Report 3rd Quarter 2020

Town of Franklin

Verizon - fBA

Massachusetts

PEG Fee Rate: 0.500%

	July	August	September	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)	\$493,910.60	\$489,448.59	\$486,500.24	\$1,469,859.43
Usage Based Charges (e.g. PayPer View, Installation)	\$16,005.03	\$13,962.03	\$14,613.99	\$44,581.05
Advertising	\$12,137.65	\$12,171.77	\$24,156.35	\$48,465.77
Home Shopping	\$883.55	\$1,412.46	\$770.42	\$3,066.43
Late Payment	\$0.00	\$0.00	\$0.00	\$0.00
Other Misc. (Leased Access & Other Misc.)	\$3,057.34	\$2,861.15	\$4,351.00	\$10,269.49
License Fee Billed	\$0.00	\$0.00	\$0.00	\$0.00
PEG Fee Billed	\$28,065.39	\$27,909.75	\$27,647.85	\$83,622.99
Less:				
Bad Debt	(\$9,028.47)	(\$1,715.21)	(\$311.64)	(\$11,055.32)
Total Receipts Subject to PEG Fee Calculation	\$545,031.10	\$546,050.55	\$557,728.21	\$1,648,809.86
Adjustment	\$0.00	\$0.00	\$0.00	\$0.00
PEG Grant	\$2,725.16	\$2,730.25	\$2,788.64	\$8,244.05

Verizon New England Inc. is hereby requesting that this information be treated as confidential and proprietary business information in accordance with the terms of the Cable Television Final License granted to Verizon New England Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

PEG Grant Report 3rd Quarter 2020

Town of Franklin

Verizon - fBA

Massachusetts

PEG Fee Rate: 5.00%

	July	August	September	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)	\$493,910.60	\$489,448.59	\$486,500.24	\$1,469,859.43
Usage Based Charges (e.g. PayPer View, Installation)	\$16,005.03	\$13,962.03	\$14,613.99	\$44,581.05
Advertising	\$12,137.65	\$12,171.77	\$24,156.35	\$48,465.77
Home Shopping	\$883.55	\$1,412.46	\$770.42	\$3,066.43
Late Payment	\$0.00	\$0.00	\$0.00	\$0.00
Other Misc. (Leased Access & Other Misc.)	\$3,057.34	\$2,861.15	\$4,351.00	\$10,269.49
License Fee Billed	\$0.00	\$0.00	\$0.00	\$0.00
PEG Fee Billed	\$28,065.39	\$27,909.75	\$27,647.85	\$83,622.99
Less:				
Bad Debt	(\$9,028.47)	(\$1,715.21)	(\$311.64)	(\$11,055.32)
Total Receipts Subject to PEG Fee Calculation	\$545,031.10	\$546,050.55	\$557,728.21	\$1,648,809.86
PEG Grant	\$27,251.56	\$27,302.53	\$27,886.41	\$82,440.50

Verizon New England Inc. is hereby requesting that this information be treated as confidential and proprietary business information in accordance with the terms of the Cable Television Final License granted to Verizon New England Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.