

## SELECTMEN'S MEETING AGENDA\*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:30 P.M.

Regular Meeting 6:30 P.M.

Monday, December 6, 2021

*\*As required by Open Meeting Law, you are hereby informed that the Town will be video and audio taping as well as live broadcasting this public meeting. In addition, anyone in the audience who plans to video or audio tape this meeting must notify the Chairman prior to the start of the meeting.*

### I. CALL TO ORDER

### II. EXECUTIVE SESSION

- A. Pursuant to MGL c.30A, §21(6) to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body;
- B. Pursuant to MGL,c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions if an open session would have a detrimental effect on the town's bargaining position and the chair so declares;
- C. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel.

### III. PLEDGE OF ALLEGIANCE

### IV. PUBLIC COMMENTS/ANNOUNCEMENTS

### V. CONSENT AGENDA

- A. Vote to approve the Assistant Town Administrator's recommendation to grant permission of Verizon New England Inc. and NSTAR Electric Company D/B/A Eversource Energy for the purpose to relocate one (1) jointly owned pole, 4/167, 20' southeast on Church Street for the necessity to facilitate construction of a new subdivision road (Caldwell Lane)
- B. Vote to approve a Caleb Chase request in the amount of \$1,000
- C. Vote to approve a Caleb Chase request in the amount of \$1,000
- D. Vote to approve a Caleb Chase request in the amount of \$1,000
- E. Vote to approve resignation of Allan Peterson from the Planning Board
- F. Vote to approve the Commonwealth of Massachusetts Alcoholic Beverages Control Commission 2022 Seasonal Population Increase Estimation Form
- G. Vote to accept a gift to the Harwich Police Department of three (3) Harley Davidson Motorcycles

### VI. NEW BUSINESS

- A. Annual Committee Meetings:
  1. Harwich Housing Authority
  2. Traffic Safety Committee
  3. Bikeways Committee
  4. Board of Appeals
- B. Discussion and possible vote to appoint Assistant Town Administrator Meggan Eldredge the ADA Compliance Officer for the Harwich Accessibility Rights Committee
- C. Discussion and possible vote to approve a remote participation request for a member of Planning Board
- D. Discussion and possible vote to send a letter of recommendation for Mid Cape Church Homes
- E. Discussion and possible vote to affirm the Town Administrators appointment of Robert Piccirilli as Building Commissioner per the Town of Harwich Charter Chapter 4, Section 4, Clause 4-4-1
- F. Discussion and possible vote to approve the High-definition Cable Channel Designation
- G. Discussion and possible vote to approve 2022 Annual, off premise, wine & malt liquor licenses;
  1. Bourne Petroleum Ltd d/b/a Harwich Exxon – 173 Pleasant Lake Ave
  2. Maulik Corp. d/b/a Value Mart – 435 Route 28
  3. Pizza Shark Partners d/b/a Pizza Shark – 403 Pleasant Lake Ave
- H. Discussion and possible vote to approve 2022 Annual, off premise, all alcohol liquor licenses;
  1. ATJX, Inc. d/b/a Moonshine Liquors – 4 Great Western Road
  2. Cranberry Liquors at Harwich Port LLC d/b/a Cranberry Liquors – 555 Route 28
  3. Main Street Quik Pik, Inc. d/b/a Main Street Market – 715 Main Street
  4. Portside Liquors III, Inc. d/b/a Portside Liquors – 1421 Route 39
  5. A.J. Luke's of Harwich, Inc. – 224 Route 28
- I. Discussion and possible vote to approve 2022 Annual, on premise, wine & malt liquor licenses;
  1. Cape Roots Market & Café LLC d/b/a Cape Roots Market & Café – 557 Route 28
  2. Ember Pizza, Inc. d/b/a Ember – 600 Route 28
  3. First Crush Winery Cape Cod LLC d/b/a First Crush Winery – 527 Main Street – *Wine Only*
  4. Spyridon & Aglaia Chistakis d/b/a George's Pizza House – 564 Route 28
- J. Discussion and possible vote to approve 2022 Annual, on premise, all alcohol liquor licenses;
  1. Allen Harbor Yacht Club, Inc. – 371 Lower County Road
  2. Ashwood Food Service Inc. d/b/a Jake Rooney's – 119 Brooks Road
  3. Beachlight LLC d/b/a Seal Pub – 703 Main Street
  4. BLM Restaurant Group Inc d/b/a Lanyard Bar and Grill – 429 Route 28
  5. Blue Stripe LLC d/b/a Cape Sea Grille – 31 Sea Street
  6. Brax Restaurant Management, Inc. d/b/a Brax Landing – 705 Main Street
  7. Four Hundred East, Inc. – 1421 Orleans Road
  8. Harwich Inn and Tavern LLC d/b/a Harwich Inn and Tavern – 77 Route 28
  9. Harwichport House of Pizza, Inc. – 330 Route 28
  10. Harwich Port Seafare Inc. d/b/a Harwich Port Seafarer – 86 Sisson Road
  11. Hot Stove Inc. d/b/a Hot Stove Saloon – 551 Route 28 – *Pending receipt of Certificate of Insurance*
  12. Morningstar Restaurant, Inc. d/b/a Villa Roma – 278 Route 28
  13. Shogun, Inc. d/b/a Noble House – 21 Route 28
  14. Shooting Star Realty, LLC d/b/a Bucas Restaurant – 4 Depot Road
  15. WFS Restaurant Group, Inc. d/b/a L'Alouette – 787 Route 28
  16. Zack, Inc. d/b/a Castaways – 986 Main Street

VII. **OLD BUSINESS**

- A. Discussion and possible vote to accept the withdrawal notice of the sole bidder and cancel the Request for Proposal for 5 Bells Neck Road
- B. Discussion and possible vote to sell 5 Bells Necks Road outright and begin the Real Estate Request for Proposal process
- C. Discussion and possible vote on the Request for Proposal for Cranberry Valley and Snack Shack at Saquatucket with an update from staff
- D. Discussion and possible vote to convey the deeded land located at Map 40, Parcel Z5-265 Sisson Road to the Harwich Affordable Housing Trust

VIII. **CONTRACTS**

IX. **TOWN ADMINISTRATOR'S REPORT**

X. **SELECTMEN'S REPORT**

XI. **CORRESPONDENCE**

XII. **ADJOURNMENT**

*\*Per the Attorney General's Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following "New Business." If you are deaf or hard of hearing or a person with a disability who requires an accommodation contact the Selectmen's Office at 508-430-7513.*

**Authorized Posting Officer:**

\_\_\_\_\_  
Ellen Powell, Executive Assistant

**Posted by:** \_\_\_\_\_

Town Clerk

**Date:** \_\_\_\_\_

December 2, 2021

# **CONSENT AGENDA**

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*  
Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA



# MEMO

TO: Board of Selectmen

FROM: Meggan M. Eldredge, Assistant Town Administrator *MB*

RE: Utility Hearing  
Verizon New England Inc. and NSTAR Electric dba Eversource Electric  
Caldwell Lane, off of Church Street

DATE: December 6, 2021

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A Utility Hearing was held on Monday, November 29, 2021 at 10:00 AM at the request of Verizon New England and NSTAR/Eversource for Caldwell Lane, off of Church Street, Harwich for the purpose of relocating one (1) jointly owned pole, 4/167, 20' southeast on Church Street to facilitate construction of a new subdivision road.

Legal ads were published and notifications were given. There were no abutters present. There were no objections to relocating one (1) jointly owned pole, 4/167, 20' southeast on Church Street to facilitate construction of a new subdivision road.

There were no other questions, concerns or objections and the Hearing was adjourned at 10:03 AM. After careful review, I recommend that the Board approve VZ N.E. Inc. Plan No. MA2021-28 dated September 23<sup>rd</sup>, 2021.

385 Myles Standish Blvd  
Taunton, MA 02780-7904

November 9, 2021

Select Board  
Town of Harwich  
732 Main St  
Harwich, MA 02645

Honorable Select Board,

Attached is a revised petition# MA2021-28, for Verizon New England Inc. and NSTAR Electric Company dba Eversource Energy to relocate one pole – 4/167 - to facilitate a new subdivision, Caldwell Lane, off of Church St, Harwich, MA.

Would you kindly consider this petition and return the executed copies.

Sincerely,



Verizon New England Inc.  
Attn: Daryl Crossman - ROW  
44 old Townhouse Road  
South Yarmouth, MA 02664

(508) 398-5754 - Office  
daryl.crossman@verizon.com - Email

**verizon**✓

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

10/04/2021

To the Town Select Board

in HARWICH, Massachusetts

VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC dba EVERSOURCE ENERGY request permission to locate poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

**Church St:**

**To relocate one (1) jointly owned pole, 4/167, 20' southeast on Church St.**

**NECESSITY – To facilitate construction of a new subdivision road.**

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-VZ N.E. Inc. Plan No. MA2021-28 Dated September 23<sup>rd</sup>, 2021.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree that space shall be reserved and maintained for the limited purpose of attaching one-way low voltage fire and police signaling wires owned by the municipality or governmental entity for public safety purposes only.

VERIZON NEW ENGLAND INC

By Daryl Crossman  
Daryl Crossman - Manager - Rights of Way

Dated this 4 day of Oct, 2021.

NSTAR ELECTRIC dba EVERSOURCE ENERGY

By Maura Jackson  
Right of Way Representative

Dated this 14 day of Oct, 2021.

**ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS**

By the Select Board of the Town of HARWICH, Massachusetts.

Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

that VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY, be, and they are hereby granted joint or identical locations for and permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors guys and other such sustaining and protecting fixtures as said Companies may deem necessary, in public way or ways hereinafter referred to, as requested in petition of said Companies dated the 10th day of October, 2021.

**Church St:**

**To relocate one (1) jointly owned pole, 4/167, 20' southeast on Church St.**

**NECESSITY – To facilitate construction of a new subdivision road.**

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight and shall be set substantially at the points indicated upon the plan marked-VZ N. E. Inc. No. MA2021-28 in a package Dated September 23rd, 2021 - filed with said petition.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles, which may be erected thereon under this order:

Church St  
Pole relocation to allow for road  
construction.

Also that permission be and hereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen HARWICH, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Board of Selectmen Clerk

We hereby certify that on \_\_\_\_\_ 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., at the \_\_\_\_\_ a public hearing was held on the petition of the VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF SELECTMEN

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen for the Town of **HARWICH**, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2021, and recorded with the records of location orders of said Town, Book \_\_\_\_\_, Page \_\_\_\_\_, this certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
TOWN Clerk

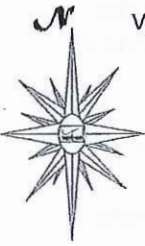




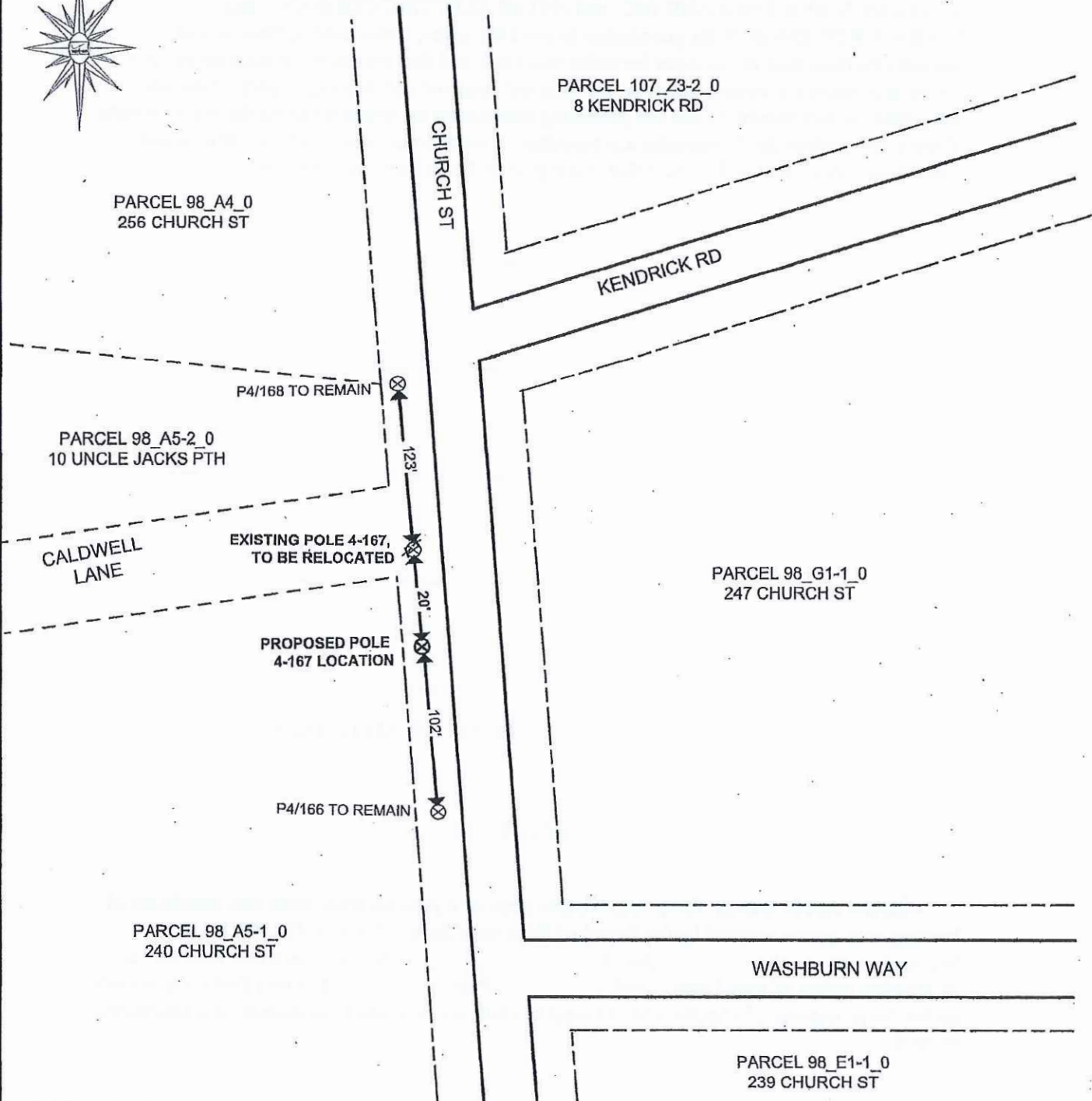
**PETITION PLAN  
HARWICH**

PETITION#: MA2021-28



DATE: September 23, 2021






VERIZON NEW ENGLAND INC. AND NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY  
RELOCATION OF POLE 4/167 ON CHURCH ST



**LEGEND**

-  PROPOSED JOINTLY OWNED POLE LOCATION.
-  EXISTING JOINTLY OWNED POLE TO BE RELOCATED

-  EXISTING POLE TO REMAIN
-  EDGE OF ROAD
-  EDGE OF PROPERTY



Phone (508) 430-7513

Fax (508) 432-5039

## TOWN OF HARWICH

732 MAIN STREET, HARWICH, MA 02645

### MINUTES

#### Utility Hearing – Caldwell Lane, off of Church Street, Harwich Monday, November 29, 2021

THOSE IN ATTENDANCE: Meggan Eldredge Assistant Town Administrator, Ellen A. Powell, Administrative Secretary, and Representative from Verizon: Thomas Stanton. There were no abutters or members of the public present.

The Assistant Town Administrator called the hearing to order at 10:00 A.M. and read the Utility Hearing Notice.

Thomas Stanton from Verizon, confirmed the work to be performed which is to relocate one (1) jointly owned pole, 4/167, 20' southeast on Church Street to facilitate the construction of a new subdivision road. Mr. Stanton explained that Eversource was notified and approved the relocation of the existing pole for access for new road location.

Ms. Eldredge confirmed a police detail would be needed and asked if complete road closure necessary. Mr. Stanton stated police detail would be in place and no road closure necessary only one side would be affected.

Ms. Eldredge advised that she would recommend to the Board of Selectmen at the December 6, 2021 meeting to approve the relocation of one (1) jointly owned pole, 4/167, 20' southeast on Church St. to facilitate construction of a new subdivision road.

The hearing was adjourned at 10:03 A.M.

Submitted by:  
Ellen A. Powell  
Administrative Secretary

Attachments

**TOWN OF HARWICH  
NOTICE OF PUBLIC HEARING  
NOVEMBER 29, 2021**

Pursuant to M.G.L. Ch. 166, § 22, a Public Hearing will be held at **10:00 AM on Monday, November 29, 2021** at the Harwich Town Hall in the Griffin Room, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by VERIZON NEW ENGLAND INC. and NSTAR-ELECTRIC COMPANY dba EVERSOURCE ENERGY requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in under, along and across the following public way or ways:

**Caldwell Lane, off of Church Street, Harwich**

**PROPOSED: To relocate one (1) owned pole, 4/167, 20' southeast on Church Street. Necessity - To facilitate construction of a new subdivision road**

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Meggan Eldredge  
Assistant Town Administrator

The Cape Cod Chronicle  
Nov. 11, 2021

NOVE

Allan Peterson  
PO Box 1312  
Harwich, MA 02645

December 2, 2021

To whom it may concern,

My name is Allan Peterson and I have been on the planning board since 2009. Due to the fact I no longer live in Harwich I am tendering my letter of resignation from the board effective immediately. I appreciate every single member that I have served with and especially the town planners and planning staff.

If you need anything from me let me know.

Sincerely,



Allan Peterson



COMMONWEALTH OF MASSACHUSETTS  
ALCOHOLIC BEVERAGES CONTROL  
COMMISSION

95 Fourth Street, Suite 3, Chelsea, MA 02150

**2022 Seasonal Population Increase Estimation Form**

City / Town:

Date:

Alcoholic Beverages Control Commission  
c/o Licensing Department  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on , estimated that the temporary increased resident population

Date of Meeting

of , as of July 10, 2022 will be

City / Town Name

Estimated Population

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief.

The above statements are made under the pains and penalties of perjury.

Very truly yours,  
Local Licensing Authorities




# **HARWICH**Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE  
Chief of Police

KEVIN M. CONSIDINE  
Deputy Chief

## **Memorandum**

**TO:** Board of Selectmen

Joe Powers  
*Town Administrator*

**FROM:** David J. Guillemette  
*Chief of Police*

**DATE:** November 30, 2021

**SUBJECT: Request to accept gift of (3) Harley Davidson Motorcycles**

Mr. Powers and members of the Board, attached is a gift acceptance form that is being submitted for your consideration. Mr. Petkauskos is a motorcycle enthusiast and a very generous and strong supporter of the Cape Cod Regional Law Enforcement Council Motor Unit which consists of police motorcycle certified officers from most cape towns. Mr. Pethkauskos wishes to gift the three used motorcycles to the town so they can be used solely as training motorcycles for the regional motor unit. The availability of three training motorcycles will save wear and tear and damage to the department owned / leased motors that are newer and fully equipped for special operations.

The three motors would be garaged at Harwich PD. Maintenance and repair of the units would be covered by the regional motor unit not the town of Harwich.

Thank you for your consideration and please do not hesitate to contact me with any questions or concerns.

# Motorcycle Gift Acceptance

BE IT KNOWN, the undersigned **Victor Petkauskos** (grantor) hereby transfers as a charitable gift to **Harwich Police Department** (Grantee), the following described motor vehicle (Vehicle):

<b>Make:</b> Harley Davidson	<b>Model:</b> FLHPI
<b>Year:</b> 1999	<b>Color:</b> Blue & White
<b>VIN#:</b> 1HD1FHW16XY637051	<b>Style:</b> Motorcycle

<b>Make:</b> Harley Davidson	<b>Model:</b> FLHTPI
<b>Year:</b> 2008	<b>Color:</b> White
<b>VIN#:</b> 1HD1FMM188Y663342	<b>Style:</b> Motorcycle

<b>Make:</b> Harley Davidson	<b>Model:</b> FLHTPI
<b>Year:</b> 2010	<b>Color:</b> White
<b>VIN#:</b> 1HD1FMM15AB668619	<b>Style:</b> Motorcycle


**This gift is subject to the following conditions and representations:**

Grantor and Grantee acknowledge the charitable value for each vehicle is at **\$2,500.00**

Grantor and Grantee stipulate that the gifts are to be used primarily as training motorcycles for the Cape Cod Regional Motorcycle Unit. The purpose of this gift is to promote, train and service the Town of Harwich, Police Department, and other member departments of the Cape Cod Regional Motor Unit. Maintenance costs will be covered by the CCRLEC Motorcycle Unit.

Grantor warrants to Grantee that Seller has good marketable and title to said property, full authority to sell and transfer said property, and that said property is transferred free of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

Grantor has no knowledge of any hidden defects in and to the Vehicles, and believes to the best of the Grantor's knowledge that the vehicles being gifted are in good operating condition. Said Vehicles are otherwise sold in "as is" condition and where currently located.

<b>Grantor:</b>  VICTOR PETKAUSKOS	<b>Date:</b> 11/29/21
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**Grantee(s):** \_\_\_\_\_  
 \_\_\_\_\_

**Date:** \_\_\_\_\_

# **NEW BUSINESS**



**ANNUAL**  
**COMMITTEE**  
**PRESENTATIONS**



# Harwich Housing Authority

Telephone 508-430-2390

Fax 508-945-5666

P.O. Box 714 Harwichport, MA 02646

## ANNUAL REPORT OF THE HARWICH HOUSING AUTHORITY

### **TO: The Honorable Board of Selectmen and the Citizens of the Town of Harwich**

The office of the Harwich Housing Authority shares space with the Chatham Housing Authority and is located at 240 Crowell Road in Chatham. The office is open five days a week, 8am to 4pm, except for Fridays when we close at 3:30. Our physical office is currently re-opened to the general public for in-person appointments following last year's closing due to Covid-19. Our Board consists of five members, we currently have two vacancies.

The mission of the Harwich Housing Authority is to provide affordable, decent, safe and sanitary housing through the maintenance of our existing units and the development of new units; to create an environment which enables residents to live responsibly and with dignity; to support residents in their effort to achieve self-sufficiency; to honor public commitments in a fiscally and ethically responsible manner; to create and maintain public confidence in the Authority's operations and staff; to ensure that the facilities owned and managed by the HHA are marketable to the community and are appealing to residents; to enable the HHA staff to improve their performance through appropriate vision, training, and career development; to establish performance goals that meet or exceed industry standards and that optimize the use of available resources to achieve our performance objectives; and to assist the Town, State and National governments in identifying and addressing housing needs.

Eligibility for housing subsidized through the Harwich Housing Authority is governed by rules and regulations promulgated by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD) and the United States Department of Housing and Urban Development (HUD).

The Harwich Housing Authority operates a total of forty (41) units of state subsidized housing under three (3) different government subsidy programs. State programs include the Massachusetts Rental Voucher Program (MRVP) which currently has twenty-one (21) scattered site family and elderly vouchers. These voucher amounts are based on income and pay for any portion of rent that exceeds 30% to 40% of household income. The state has revamped the program opening it up to a wider income base for eligibility. Other programs include the Massachusetts 705 Family Housing Program which consists of twelve (12) family units, two (2) two-bedroom units and ten (10) three-bedroom units, one which is wheelchair accessible. The rent for these apartments is based on 27% of household income after deductions. And finally we have the Massachusetts 167 Program

through the Department of Mental Health which has a total of eight (8) special needs units in a single building which is currently leased to VINFEN.

Projects being funded with Community Preservation Act funds approved by Harwich Town Meetings:

The Rental Assistance Program is still going strong. We requested \$150,000 in additional funds last year from the CPC to continue the program and received \$200,000. We currently have 6 families and/or individuals receiving assistance through this program. We still have enough funding for 12 more applicants. All of the local ongoing rental assistance programs have a surplus of money currently due to all the funding poured into the State during Covid. We expect the applications to pick up when that money dries up.

We have assisted over 100 households since the program started. Under this program we offer assistance to qualified families by paying a portion of their rent each month (not to exceed \$350 per month) for a maximum of three years. We recertify them once a year and adjust their voucher accordingly. This program is designed to help people as they work towards becoming self-sufficient.

We continue to contract with the Chatham Housing Authority for management of the HHA. Tracy Cannon and Kayta Koehler-Rice handle the daily activities of the HHA. David Chausse is our Maintenance Mechanic and works a part-time schedule with the HHA. We thank them for their service.

As listed below you will see that we currently have two vacant seats on our Board. The three current members are canvassing as best they can to find new members. Given the relatively small size of our Housing Authority in Harwich, it has proven to be more difficult than hoped. Any assistance from the Board of Selectmen would be greatly appreciated.

The Harwich Housing Authority wishes to express its gratitude and thanks to the Town and citizens of Harwich for a successful 2021 and looks forward to a productive 2022. We welcome and encourage your support and suggestions in our efforts to continue to provide quality housing for the residents of Harwich.

Respectfully submitted,

Board Members:

Elizabeth Harder, Chair  
Mark Kelleher, Vice-Chair  
Kim Bourgea - Treasurer

Staff:

Tracy Cannon, Executive Director  
Kayta Koehler-Rice, Admin Assist  
David Chausse, Maint. Mechanic

To Harwich Board of Selectmen  
From Traffic Safety Committee  
Date 11/26/2021  
RE 2021 Annual Meeting with Board of Selectmen

List of committee members and the officers are below: all are sworn in and all have completed the mandatory testing, with the certificates on file with Town Clerk. Interest and attendance have been good, and the committee posts agendas and minutes as required.

#### Highlights of 2021

\*Intersection at Miles/Pleasant/South- new telephone pole installed (finally!!!) and some of the wires have been relocated. Waiting for rest of utilities to complete the relocation of wires, then the removal of old pole and the final step of closing the slipper lane. Will enhance the safety of this intersection once completed.

\*Sight lines at Snow inn/Freeman/Route28- Thanks to the BOS for accepting the donation from the Wynchmere Resort for the funding of the survey of the intersection. Former Engineer Griffin Ryder arranged for the work to be completed and Dan Pelletier stepped in to oversee the task (many thanks to Dan). The staking using rebar rather than wooden stakes will maintain the survey lines for a long time. After the staking was complete, DPW was able to have the property owner trim back the vegetation. With the lowering of the sign at the corner, visibility, while still not optimum, is greatly improved.

\*Committee voted to request through the TA that a project to improve the intersection at Route39/Old Chatham Road be added to the Capital Plan. This intersection continues to be dangerous and needs to be addressed.

#### Future Plans

Line of sight continues to be the focus of many of the issues that come before the committee. Whether it be curves in the road or bushes that are blocking the view of the driver of a vehicle, this is a continuing topic. Committee would like to review town by-laws and state traffic regulations and develop either a new bylaw or a policy/procedure to enforce trimming of vegetation.

#### Committee Charge

The committee per the current charge would meet monthly; we would like to change that to quarterly, or as needed. Having formal representation from town departments has streamlined communications and exchange of information: we want to maintain this. No other changes are being suggested by the committee.

#### Support requested

Currently the committee is missing the third appointee from the Town Administrator, who has the ability per the charge to appoint three members. We are also missing one BOS appointee: two residents have applied but were not appointed.

The support that is received from the Police Department, Department of Public Works and our past Engineer and other town staff as needed continues to be valuable in understanding traffic issues and in achieving our objectives.

Submitted by Current members:

Linda Cebula, Chair      Jerry Beltis, Vice Chair      Aram Goshgarian, Clerk

Gerald Scannell      Lincoln Hooper

Open positions: 1 from BOS and 1 from TA

## Report of the Harwich Bikeways Committee

The Bikeways Committee is tasked with overseeing the Harwich Old Colony Rail Trail, suggesting improvements / maintenance, to promote safe, enjoyable biking and pedestrian enjoyment.

We've seen an increase in OCRT usage from year to year, it is estimated the bicyclist accounted for about 70-75% of all trail usage.

We've continued to recommend and request the implementation of motion-activated crossing lights at intersections. Specifically, the crossing lights for Depot Road were approved at Town Meeting and we just received a grant from the County through the Cape Cod Commission to install another set of crossing lights at Headwaters Drive; both will be purchased in January / February for a spring installation.

Also approved at Town meeting was to install a border marker between Harwich and Chatham on the Old Colony Rail Trail and should be installed early spring.

The OCRT Rotary has been updated with signage that educates trail users regarding various sights / aspects of the trail are ongoing like pointing bicyclists to local town and beaches and we included a map QR codes at all kiosks plus coordinating putting paper map copies at kiosk with map boxes to assist OCRT users

While the Committee primarily focuses its attention within our municipal borders, we have also been amenable to a somewhat global approach. In that vein, the Committee has interfaced with Chatham, Brewster, Orleans Bikeways Committees as the Cape Cod Commission which has allowed us to share ideas in a unified approach.

Our committee consists of: Fran Salewski (chairman), Paul Gazaille (co-chair), Charlie Walkley, Eric Levy, Andrew Docken, Jacqueline Pentz-Greene and Charlene Pilon. Our committee has no vacancies, all are sworn in and state ethics is up to date.

Our Charge represents what we do and does not need any changes. Our committee works great as a team which posts agendas and approved minutes and will request help from BOS for help when needed.

We are very grateful to Linc Hooper / DPW, Sean Libby and Eric Levy for their assistance with our various projects. Specifically, their help has been integral in keeping the trail safe and free of debris. Encroaching limbs and brush have always been properly trimmed – a demanding task given the numerous storms

Finally, we want to recognize all the members of town committees and boards with whom we had the pleasure of interacting with this year.

Hi

Respectfully submitted,

Harwich Bikeways Committee

## OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*  
Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



# Memo

To: Board of Selectmen

From: Joseph F. Powers, Town Administrator

RE: ADA Compliance Officer

Date: December 3, 2021

---

It is my pleasure to inform you of my recommendation for the ADA Compliance Officer for the Harwich Accessibility Rights Committee, Assistant Town Administrator Ms. Meggan Eldredge. The combination of experience, education, knowledge and skills presented by Ms. Eldredge make her an outstanding choice for this position

I am thrilled to present this recommendation to you for your consideration and I respectfully ask for your vote to affirm this appointment.

Thank you for your consideration.

Cc: Meggan Eldredge

TOWN OF HARWICH  
PROCEDURE FOR REMOTE PARTICIPATION

Remote Meeting Participation is authorized by amended Open Meeting Law regulation and is available to all municipal Boards, Committees and Commissions in accordance with the Attorney General's CMR 29.10 issued on November 11, 2011 (see attached) and approved by a vote of the Board of Selectmen on December 12, 2011. The Board of Selectmen on January 9, 2012 further adopted these local procedures for remote participation so long as a quorum of the body, including the chair or, in the chair's absence, the person authorized to chair the meeting, shall be physically present at the meeting location.

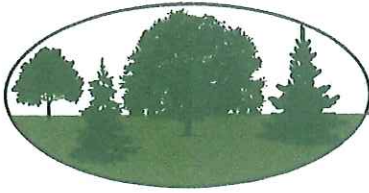
- 1) The Town of Harwich will allow remote participation by audio and/or video communication.
- 2) A member of a Board, Committee or Commission who cannot attend a meeting for one or more of the five permissible reasons, must notify the chair/ acting chair that they qualify for and wish to participate remotely, or acting chair if the chair is seeking remote participation, and the chair /acting chair shall notify the Information Technology Director for set up of the tele-conference equipment in a meeting room at least 24 hours prior to the scheduled meeting based on the availability of equipment. (A cell phone with speaker phone or skype audio or video is an acceptable alternative technology but must be clearly audible to one another). When video technology is in use, the remote participant shall be clearly visible to all persons present in the meeting location.
- 3) Chair or Acting Chair shall identify for the record any or all remote participants at the start of the meeting.
- 4) To assure accurate votes taken during the meeting, the Chair shall specifically ask for the remote participant's vote.
- 5) The meeting minutes shall reflect the member who participated by remote access.
- 6) Members are allowed to participate remotely up to three times per calendar year. If circumstances warrant an extension longer than three remote participations per year, the Board of Selectmen must vote to grant such extension.
- 7) Remote participation shall be limited to two (2) members at any meeting.
- 8) Cost of remote participation shall be borne by the remotely participating member.

The five permissible reasons allowed for remote participation are:

- 1) Personal illness;
- 2) Personal disability;
- 3) Emergency;
- 4) Military service; or
- 5) Geographic distance

Adopted at a Public Meeting of the Board of Selectmen on January 9, 2012.  
Amended May 23, 2016





## Mid Cape Church Homes

PO Box 1305, East Harwich, Massachusetts 02645

MidCapcChurchHomes@gmail.com

November 24, 2021



Mr. Joseph F. Powers  
Harwich Town Administrator  
732 Main Street  
Harwich, MA 02645

Mr. Powers,

Mid-Cape Church Homes, Inc. (known in the Town of Harwich as Pine Oaks Villages, One, II & III) is in the process of responding to an RFP for affordable housing issued by the Town of Brewster.

The Brewster RFP requests References pertaining to the history of MCCH, Inc. and its contribution to the community.

By this letter MCCH, Inc. is respectfully requesting a recommendation from the town of Harwich based on the Affordable Housing provided to Harwich since the opening of the original Pine Oaks Village I in April of 1980 (60 residential units), followed by Pine Oaks Village II in September of 1989 (38 residential units) and Pine Oaks Village III in February of 2003 (65 residential units).

Some suggestions for the recommendation may include:

- The current percentage of the 10% State Requirement for affordable housing provided by MCCH in the Town of Harwich.
- The locations of the three villages and how they blend into the local neighborhoods.
- The maintenance and beautiful landscaping of each location making the villages welcome neighbors.
- The organization's voluntary payments to the town in lieu of real estate tax assessments. (MCCH is a non-profit organization exempt from taxes)
- Any other recommendations you may care to include.

The "Recommendation" should be addressed to Jill Scalise, Brewster Housing Coordinator, [jscalise@brewster-ma.gov](mailto:jscalise@brewster-ma.gov) with copy to Gregory Winston, President, MCCH, Inc. [gregorywinston@gmail.com](mailto:gregorywinston@gmail.com).

Thank you for your time and efforts in response to this letter. MCCH Inc. has engaged a professional team, including a Contractor, Architect and Engineer and are in the final stages of preparing the organization's response to Brewster's RFP. Due to the looming deadline for submission of the RFP, a response by December 10<sup>th</sup> will be very much appreciated.

Sincerely,

*Gregory Winston*  
**President Mid-Cape Church Homes, Inc.**

**CC: Harwich Affordable Housing Trust**

## Harwich Channel 18

---

**100 Oak Street  
Harwich MA 02645**

### Memorandum

**To:** Board of Selectmen  
Joseph Powers, Town Administrator  
Meggan Eldredge, Assistant Town Administrator  
**From:** Jamie Goodwin, Channel 18 Station Manager  
**Date:** November 16, 2021  
**Re:** High-definition Cable Channel Designation

---

The Town of Harwich Board of Selectmen unanimously voted at a regularly scheduled meeting, held July 26, 2021, to finalize the Comcast Cable license. This 10-year renewal contract, expiring August 1, 2031, calls for the Issuing Authority, the Harwich Board of Selectmen, to allocate a high-definition (HD) station to one of the three stations included in the Town's license with Comcast - Public, Education, and Government (PEG).

It is my recommendation, as both the Channel 18 Station Manager and the main negotiator of the contract renewal on behalf of the Town's PEG stations, that the Issuing Authority assign this HD station to the government (G) portion of PEG known as Harwich Channel 18. Details of the HD assignment can be found in section 6.10(d) of the current contract (linked below and attached for reference). Relevant factors for this recommendation include:

- Channel 18 produces more Harwich-specific content by the hour than the other stations contained in the license,
- Channel 18 broadcasts the meetings of the Board of Selectmen, the highest governing body of the Town,
- Channel 18 broadcasts and prioritizes high-impact meetings including those of regulatory Boards/Committees as well as Annual and Special Town Meetings.

Please let me know if you have any further questions regarding the allocation of the High-definition channel.

July 26, 2021 Board of Selectmen Meeting Video: <https://youtu.be/yb2Q8zXOu3E>  
Comcast Contract: [https://www.harwich-ma.gov/sites/g/files/vyhlf7091/f/uploads/harwich\\_comcast\\_town-signed\\_renewal\\_license\\_eff.8.2.21.pdf](https://www.harwich-ma.gov/sites/g/files/vyhlf7091/f/uploads/harwich_comcast_town-signed_renewal_license_eff.8.2.21.pdf)

*Renewal Cable Television License Granted By The Town of Harwich, MA  
Renewal Term: August 2, 2021 – August 1, 2031*

**CABLE TELEVISION**

**RENEWAL LICENSE**

**GRANTED TO**

**Comcast Cable Communications Management, LLC**

**TOWN OF HARWICH  
MASSACHUSETTS**

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**AGREEMENT**

This cable television renewal license entered into by and between the Town of Harwich, Massachusetts, by the Board of Selectmen of Harwich in its statutory capacity as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast Cable Communications Management, LLC ("Comcast" or the "Licensee").

**WITNESSETH**

WHEREAS, Comcast Cable Communications Management, LLC, (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Harwich, Massachusetts (hereinafter the "Town"), said license having commenced on August 2, 2011;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated November 7, 2018 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated April 1, 2020

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

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

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

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



## **ARTICLE 1**

### **DEFINITIONS**

#### **Section 1.1---DEFINITIONS**

For the purpose of this Renewal License, 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 is always mandatory and not merely directory.

(1) **Access:** The right or ability of any Harwich resident and/or any Persons affiliated with an Harwich institution to use designated PEG facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures lawfully established by the Issuing Authority or its Access Provider for such use.

(2) **Access Channel:** A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations, subject to the conditions and procedures as lawfully established by the Issuing Authority or its Access Provider for such use.

(3) **Access Corporation or Access Provider:** The entity, or entities, as designated by the Issuing Authority from time to time, for the purpose of operating the public, educational and or governmental access facilities, equipment and channels on the Cable Television System.

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

(5) **Basic Service:** Any Service tier which includes the retransmission of local television broadcast Signals.

(6) **CMR:** The Code of Massachusetts Regulations.

(7) **Cable Act:** Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(8) **Cable Division:** The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or successor agency if any.

(9) **Cable Service or Service:** The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(10) **Cable Television System or Cable System:** A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town, but such

term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the 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 the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(11) **Commercial Subscriber:** A commercial, non-residential Subscriber to Cable Service.

(12) **Complaint:** Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) **Converter:** Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) **Department of Public Works ("DPW"):** The Department of Public Works of the Town of Harwich, Massachusetts.

(15) **Downstream Channel:** A channel over which Signals travel from the Cable System Headend or hub site to an authorized recipient of Programming.

(16) **Drop or Cable Drop:** The cable that connects an Outlet to the feeder cable of the Cable System.

(17) **Educational Access Channel:** A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Issuing Authority's Access Designee, for the use of educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public subject to applicable law and the terms hereof.

(18) **Effective Date of Renewal License (the "Effective Date"):** August 2, 2021.

(19) **FCC:** The Federal Communications Commission, or any successor agency.

(20) **Government Access Channel:** A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

(21) **Gross Annual Revenues:** Revenues received by the Licensee and/or its Affiliates calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; fees paid on all Subscriber fees ('fee on fee'); all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; and Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; leased access revenues, home shopping revenues, and advertising revenues. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to

the extent that said revenue is received, through a means which has the effect of avoiding payment of License 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 Generally Accepted Accounting Principles; 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. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

(22) **Headend:** The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(23) **Issuing Authority:** The Board of Selectmen of the Town of Harwich, Massachusetts.

(24) **Leased Channel or Leased Access:** A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

(25) **License Fee or Franchise Fee:** The payments to be made by the Licensee to the Town of Harwich and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(26) **Licensee:** Comcast Cable Communications Management, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(27) **Normal Business Hours:** Those hours during which most similar businesses in Harwich 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.

(28) **Origination Capability or Origination Point:** An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(29) **Outlet:** An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's television set or Subscriber-owned equipment to the Cable System.

(30) **Pay Cable or Premium Services:** Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(31) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(32) **Pedestal:** An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(33) **PEG:** The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(34) **PEG Access Channels:** Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

(35) **Person:** Any corporation, partnership, limited partnership, association, trust, organization, other

business entity, individual or group of individuals acting in concert.

(36) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(37) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Harwich residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

(38) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, bulkheads, dedicated public utility easements, and all other publicly owned real property having compatible easements within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(39) Renewal License or License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(40) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter or other decoding device.

(41) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(42) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(43) State: The Commonwealth of Massachusetts.

(44) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, the Cable Television System.

(45) Subscriber Network: The not less than 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(46) Town: The Town of Harwich, Massachusetts.

(47) Town Counsel: The Town Counsel of the Town of Harwich, Massachusetts.

(48) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscribers' residences.

(49) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(50) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(51) VCR: The acronym for videocassette recorder.

(52) Video Programming or Programming: 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**

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Harwich, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Harwich.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places having compatible easements and under the jurisdiction of the Town of Harwich within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has a compatible easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Harwich. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any generally applicable regulations of the Town and any lawful special laws or Town by-laws and/or regulations enacted hereafter.

#### **Section 2.2---TERM OF RENEWAL LICENSE**

The term of this Renewal License shall commence on August 2, 2021 and shall expire at midnight on August 1, 2031 unless sooner terminated as provided herein.

#### **Section 2.3---NON-EXCLUSIVITY OF RENEWAL 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 Harwich; 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 not be on terms more favorable or less burdensome than those contained in this Renewal License.

(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 reasonably 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 consider and negotiate, in good faith, equitable amendments to this Renewal License.

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

#### **Section 2.4---POLICE AND REGULATORY POWERS**

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State laws and or Town by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

#### **Section 2.5---REMOVAL**

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall, if requested by the Issuing Authority, remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination and Issuing Authority request, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding the foregoing, the parties reserve any and all rights they may have under the Cable Act with respect to disposition of the Cable System in connection with termination of this Renewal License as a result of the License not being renewed or otherwise lawfully terminated. Notwithstanding the above, the Licensee shall not be required to remove its Cable System, or to relocate the Cable System as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services as allowed by applicable law.

#### **Section 2.6---TRANSFER OF THE RENEWAL LICENSE**

(a) Neither this 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 or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. 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.

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

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal 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 this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) 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 this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) 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 twenty (120) days of receipt of said application. To the extent provided for under the Cable Act, after one hundred twenty (120) days, the application shall be deemed approved.

(h) 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 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.6 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 the 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**

**CABLE SYSTEM DESIGN**

**Section 3.1---SUBSCRIBER NETWORK**

- a) Licensee shall make its Cable Services available to all residents of the Town provided that the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units.
- b) The Licensee shall transmit all of its Signals to Harwich Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.
- c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the applicable FCC technical specifications, as amended, contained in **Exhibit 1** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

**Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY**

The Subscriber Network described in Section 3.1 herein shall comply with the FCC and MEMA Emergency Alert System ("EAS") regulations.

**Section 3.3---PARENTAL CONTROL CAPABILITY**

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

**Section 3.4--- PEG ACCESS VIDEO ORIGINATION LOCATIONS**

From the Effective Date of this Renewal License, Licensee shall continue to maintain, operate and own the existing PEG Access video return lines ("Video Return Lines" or "VRL") specified herein and as set forth below and at no charge to the Town or Access Designee/Provider, in accordance with this Renewal License. The existing Video Return Lines serving video origination locations listed in Exhibit 3 shall be operated and maintained by Licensee subject to such terms as further provided in Section 6.10 below.

## **ARTICLE 4**

### **CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS**

#### **Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS**

(a) The area to be served is the entire Town of Harwich, subject to the limitations set forth herein. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the Town or easements in the Town over which the Town has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s). The Licensee shall make reasonable efforts to meet with the Issuing Authority regarding any proposed housing that may have boundary issues, in order to serve customers through legally permissible and cost-effective Harwich rights-of-way.

(b) The Licensee shall make its Cable System available to residents of the Town, unless legally prevented from doing so, subject only to the installation charges herein.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges subject to Licensee first providing the resident with a verbal estimate, or written estimate if requested, of the costs of a non-standard installation and subject to such resident consenting to same. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto, subject to Force Majeure and the completion of utility pole make ready work. Any dwelling unit within one hundred feet (100') feet underground from the Trunk and Distribution System shall be entitled to a standard underground installation, 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.).

#### **Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM**

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Harwich. Licensee-owned 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 Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State laws and Town by-laws and regulations.

#### **Section 4.3---ABOVE GROUND & UNDERGROUND FACILITIES**

(a) The Licensee shall comply with applicable law(s) regarding any requirement(s) to remove Licensee-owned poles, overhead wires and associated overhead structures within all or any part or parts of the Town.

(b) Licensee-owned underground cable lines shall be placed beneath the pavement subgrade 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 should 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

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances in the Public Way as of the Effective Date such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### **Section 4.4---TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

#### **Section 4.5---RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the 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 the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

#### **Section 4.6---TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of Service.

#### **Section 4.7---DISCONNECTION AND RELOCATION**

The Licensee shall, upon reasonable advance notice, without cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, 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(s) 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.

**Section 4.8---SAFETY STANDARDS**

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with the applicable provisions of the Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws of general applicability, any other generally applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

**Section 4.9---PEDESTALS**

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing 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 DPW regulations; 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 pedestals and low-profile boxes shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.12 *infra*. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

**Section 4.10---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 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 at its sole cost and expense.

**Section 4.11---RIGHT TO INSPECTION OF SYSTEM**

The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

**Section 4.12---CABLE SYSTEM MAPS**

The Licensee shall provide the Issuing Authority or its designee, upon written request by the Issuing Authority, with strand maps of the Cable System. If changes are made in the Cable System located in the Public Way, the Licensee shall file updated strand maps not more than once annually; provided, however,

Licensee shall not be required to file changed strand map(s) if such a map is filed with a Town department during any Public Way road opening permit, grant of location, etc. application process.

**Section 4.13---SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing 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.

**Section 4.14---COMMERCIAL ESTABLISHMENTS**

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

**Section 4.15---DIG SAFE**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

**ARTICLE 5**

**SERVICES AND PROGRAMMING**

**Section 5.1---BASIC SERVICE**

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable Television System serving the Town pursuant to applicable federal statute or regulation.

**Section 5.2---PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Harwich Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

**Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE**

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

**Section 5.4---EQUIPMENT/CABLE COMPATIBILITY**

(a) Licensee will continue to comply with equipment compatibility requirements in accordance with applicable law and regulation.

(b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

(c) Pursuant to the rules and regulations of the Cable Division, as may be amended from time to time, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers.

**Section 5.5---CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; 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 Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine and material Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

**ARTICLE 6**

**PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS FACILITIES & SUPPORT**

**Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

The Access Provider(s), as designated by the Issuing Authority, shall continue to be responsible for the provision of Public, Educational and Governmental (PEG) Access Programming to Subscribers and the Town, pursuant to the provisions of this Article 6 herein.

**Section 6.2---PUBLIC ACCESS PROVIDER**

The Public Access Provider(s), acting as a nonprofit corporation subject to and in accordance with Section 501(c)(3) of the Internal Revenue Code, shall provide services to Subscribers, Public Access Users and the Town, as follows:

- (1) Schedule, operate and program the Public Access Channels provided in accordance with Section 6.4 below;
- (2) Manage Public Access annual funding, subject and pursuant to Section 6.5 below, applicable law regarding cable license funding and the terms hereof;
- (3) Purchase, maintain and/or lease Public Access equipment, with the capital funds if allocated by the Issuing Authority to the Access Provider for such purposes in Section 6.6 below and subject to the terms hereof and as determined by the Issuing Authority;
- (4) Conduct training programs in the skills necessary to produce Public Access Programming;
- (5) Establish rules, procedures and guidelines for use of the Public Access Channels, subject to and in accordance with applicable law and subject to the Issuing Authority review.
- (6) Accomplish such other tasks relating to the operation, scheduling and/or management of Public Access Channels, facilities and equipment as appropriate and necessary; and
- (7) Produce or train Users in the production of original, non-commercial, Public Access Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

**Section 6.3---EDUCATIONAL AND GOVERNMENTAL ACCESS PROVIDER**

The Town and/or its designee(s) shall provide services to Subscribers, Educational and Governmental Access Users and the Town, as follows:

- (1) Schedule, operate and program the Educational and Governmental Access Channels provided in accordance with Section 6.4 below;
- (2) Manage Educational and Governmental Access annual funding, subject and pursuant to Section 6.5 below, applicable law regarding cable license funding and the terms hereof;
- (3) Purchase, maintain and/or lease Educational and Governmental Access equipment, with the capital funds allocated for such purposes in Section 6.6 below and subject to the terms hereof;
- (4) Conduct training programs in the skills necessary to produce Educational and Governmental Access Programming;
- (5) Establish rules, procedures and guidelines for use of the Educational and Governmental Access Channels, subject to and in accordance with applicable law and subject to the Issuing Authority review.
- (6) Accomplish such other tasks relating to the operation, scheduling and/or management of Educational and Governmental Access Channels, facilities and equipment as appropriate and necessary; and



(7) Produce or train Users in the production of original, non-commercial, Educational and Governmental Access Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

#### **Section 6.4---PEG ACCESS CHANNELS**

(a) As of the Effective Date the Licensee shall continue to make available for use by the Issuing Authority and/or the Access Provider four (4) Licensee-owned downstream PEG Access Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town and/or the Access Provider and shall be subject to the control and management of the Issuing Authority and/or the Access Provider, subject to the terms herein. Upon receipt of payment by the Town, the Licensee shall make available one (1) High Definition (HD) PEG Access Channel, within thirty-six months of the effective date of this license, for PEG Access purposes which will replace one of the current four (4) PEG channels and said Access Channels shall be designated for Public, Educational and/or Governmental Access as determined by the Issuing Authority. The issuing authority is responsible for the costs associated with providing an HD PEG Channel and SD/SDI equipment subject to Licensee providing the Issuing Authority with a written cost estimate.

(b) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, referenced in paragraph (a) above, without the advance, written notice of not less than thirty (30) days to the Issuing Authority and/or its designee(s).

#### **Section 6.5---PEG ACCESS AND ISSUING AUTHORITY CABLE RELATED FUNDING**

(a) The Licensee shall make quarterly PEG franchise fee payments to the Issuing Authority subject to and in accordance with applicable laws, equal to four and one-half percent (4.5%) of its Gross Annual Revenues.

(b) The first payments under Section 6.5(a) shall be made on or before November 15, 2021 for the previous period of August 2, 2021 to September 30, 2021. Thereafter, payments pursuant to Section 6.5(a) shall be made on a quarterly basis: (i) on or before February 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of October, November and December. (ii) on or before May 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of January, February and March; (iii) on or before August 15<sup>th</sup> for the previous three (3) month period of April, May and June; (iv) on or before November 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of July, August and September; and the final payment under Section 6.5(a) shall be made on or before November 15, 2031 for the period of July 1, 2031 to August 1, 2031.

(c) For each of the quarterly payments made pursuant to Section 6.5(b), Licensee shall file a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s) including a quarterly Gross Annual Revenues report in a form substantially similar to the form attached as **Exhibit 4**. If the Licensee's quarterly payments to the Issuing Authority's Access Provider and to the Issuing Authority were less than the percent (%) of the Licensee's Gross Annual Revenues required under Section 6.5(a) above for the respective reporting period, the Licensee shall pay any balance due Issuing Authority's Access Provider and/or Issuing Authority, as applicable, no later than the due date of the next quarterly payment subsequent

to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(21) *supra*.

(d) In no case shall the payment(s) pursuant to this Section 6.5 include the equipment and related funding required by Section 6.6 below. Said Section 6.5 payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(e) In the event that the Issuing Authority's Access Provider and/or Issuing Authority payments pursuant to Section 6.5 are not tendered on or before the dates fixed in paragraph (b) above, interest due on such fee shall accrue from the date due at the rate of the Prime Rate, on the last day of business of the prior month. Any payments to the Issuing Authority's Access Provider or Issuing Authority pursuant to this Section 6.5(e) shall not be deemed to be part of the funding to be paid to the Issuing Authority's Access Provider or Issuing Authority pursuant to Section 6.5(a) through 6.5(d) and 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---PEG ACCESS FACILITIES/EQUIPMENT CAPITAL FUNDING**

(a) The Licensee shall make PEG Access capital payments to the Issuing Authority or the designated Access provider, in addition to payments under Section 6.5, subject to and in accordance with applicable laws, equal to ten annual payments of Forty-One Thousand dollars (\$41,000) per year, on or before the below referenced dates, as follows:

November 15, 2021	\$41,000.00
November 15, 2022	\$41,000.00
November 15, 2023	\$41,000.00
November 15, 2024	\$41,000.00
November 15, 2025	\$41,000.00
November 15, 2026	\$41,000.00
November 15, 2027	\$41,000.00
November 15, 2028	\$41,000.00
November 15, 2029	\$41,000.00
November 15, 2030	\$41,000.00

(b) In the event that the payments pursuant to this Section 6.6 are not tendered on or before the due dates set forth above, interest due on such payments shall accrue from the date due at the rate of the Prime Rate, on the last day of business of the prior month and shall be payable to the Issuing Authority for late payment to the Issuing Authority; and shall be payable to the Access Provider for late payment to the Access Provider. Any payments to the Issuing Authority pursuant to this Section 6.6(b) shall not be deemed to be part of the funding to be paid to the Issuing Authority and/or to the Access Provider pursuant to Sections 6.6(a) through 6.6(b) and shall be within the exclusions to the term "franchise fee" pursuant to Section 622 of the Cable Act.

**Section 6.7---EQUIPMENT OWNERSHIP**

The Town and or/the Access Provider, as determined by the Issuing Authority, shall own all PEG Access equipment purchased with funding pursuant to Article 6. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment; however, encoders owned by Licensee as provided in Sections 6.10 (c) and (d) shall be the responsibility of Licensee.

**Section 6.8—ACCESS PROVIDER ANNUAL REPORT**

Upon the written request of the Licensee and/or the Issuing Authority, the Issuing Authority's Access designee shall provide the Licensee and Issuing Authority with a copy of the Access Provider's annual Form PC submitted to the Division of Public Charities and the Form 990.

**Section 6.9—PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the standards commensurate with those which apply to the Cable System's commercial channels.

**Section 6.10—PEG ACCESS VIDEO TRANSPORT AND CABLECASTING**

(a) In order that the Issuing Authority, its designee(s) and/or the Access Providers can cablecast PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be provided to the Licensee at the input of the Licensee-owned encoders to be located at the PEG Access Studios (Educational and Governmental studio at the Community Center, 100 Oak Street, Harwich and Regional Public Access studio at 17 Shad Hole Road, Dennisport) , which shall be the demarcation point between Licensee's equipment and the PEG Access provider's equipment. From the demarcation point (at the input into the Licensee-owned encoders), PEG Access Programming shall be transported via the existing fiber connection between the existing Harwich Access studio and the Licensee's Headend at no charge to the Town and/or Access designee. Further to the foregoing, from the Effective Date of this Renewal License, Licensee shall continue to maintain, operate and own the existing PEG Access video return lines ("Video Return Lines" or "VRL") specified in Exhibit 3 and as set forth below and at no charge to the Town or Access Designee/Provider to the extent consistent with the cable act and applicable laws, in accordance with this Renewal License. Licensee shall continue the video return line applications and operations from the video return sites as provided as of the Effective Date of this Renewal License and from additional locations, if any, provided pursuant to the terms herein..

(b) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or hub site to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the hub site, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority, its designee(s) and/or the Access Corporation for such electronic switching responsibility. Any manual switching shall be the responsibility of the Access Corporation or the Issuing Authority. The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall maintain, repair and/or replace any Licensee-owned Headend or hub site Signal processing equipment including but not limited to the encoders at the existing 100 Oak Street, Harwich studio , sites as set forth in Section 6.10(d). The Town's Educational and Governmental Access Provider shall maintain, repair and/or replace the studio or processing equipment, portable modulators and demodulators and processors owned and operated by the Educational and Governmental Access Provider or the Town subject to Licensee being responsible for encoders replacing modulators in accordance with Section 6.10(d) below. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the

Town's or the Educational and Governmental Access Provider's equipment shall be at the input of the Licensee-owned encoder(s) or equivalent device used for video Signal transport.

(d) As part of the PEG access video return system described above in subsection a, upon receipt of payment by the Town, the Licensee shall purchase, install and operate standard definition serial digital interface (SD/SDI) equipment for three (3) PEG Access Channels and equipment for one 1 high definition (HD) access channel. Said PEG access video return equipment shall be installed by Licensee at the existing Educational and Governmental Access Provider studio at 100 Oak Street, Harwich and its own facilities not later than thirty-six (36) months from the Effective Date of this Renewal License. The Licensee shall own, maintain and repair, and replace if needed, said equipment for the entire term of this Renewal License. The costs for this SD/SDI/HD upgrade may be passed through by the Licensee to Subscribers if said cost has not been paid for by the Town to the extent allowed by applicable law and regulations.

(e) In the event of a relocation initiated by the Town and Access Provider of the existing Educational and Governmental Access Provider studio, hubsite and demarcation point from 100 Oak Street, Harwich , Licensee shall interconnect its Cable System to said new location subject to the following. Any such relocation of the 100 Oak Street studio, if any, or replacement costs above and beyond said relocation, such as costs related to Licensee replacing, relocating or changing the hub site equipment or connectivity facilities pursuant to this Section 6.10 shall be the sole cost of the Educational and Governmental Access Provider or Town, subject to the Licensee not initiating, causing or being responsible for the need for such equipment or connectivity facilities relocation or replacement. No such additional studio or hub site relocation shall occur at Access Provider or Town expense without Licensee providing a written estimate to the Town and Educational and Governmental Access Provider in advance, and the Town and Access Provider approving and consenting to Licensee's estimate. The Licensee shall not be required to commence relocating said equipment or facilities until it receives from the Access Provider or Town payment of the entire project estimated cost. Licensee shall complete said relocation project, if any, no later than eighteen (18) months after receiving said payment of the entire project cost.

#### **Section 6.11—CENSORSHIP**

Neither the Licensee nor the Town shall engage in any program censorship or any other control of the content of the public access Programming on the Cable System, except as otherwise required or permitted by applicable law. Licensee shall not engage in any program censorship or any other control of the content of the educational or governmental access Programming on the Cable System, except as otherwise required or permitted by applicable law. The Issuing Authority reserves its rights subject to applicable law regarding ultimate control of content on government access and educational access programming.

**ARTICLE 7**

**ANNUAL FUNDING TO THE TOWN**

**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, shall be calculated in compliance with applicable law(s).

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the PEG Access Funding pursuant to Section 6.5 *supra* and (ii) any License Fees that may be payable to the Town, the State or other government payments that meet the federal Cable Act definition of Franchise Fee or License Fees; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town or the Access Provider because of late payments; (ii) the equipment/facilities funding payments payable to the Issuing Authority and/or the Access Provider pursuant to Section 6.6 *supra*, (iii) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

**Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The License Fee shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any 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 License Fee which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any 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 or other communications 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 System.

**Section 7.3---LATE PAYMENT**

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at rate of the Prime Rate. Any payments to the Town pursuant to this Section 7.3 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

**Section 7.4---RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Article 6 *supra*. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than three (3) years after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days to provide the Issuing Authority 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). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required PEG Access payment to the Issuing Authority, without interest charges of any kind.

**Section 7.5---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 Services provided to Harwich.

**Section 7.6---METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to Section 7.1(a) of this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

**ARTICLE 8**

**RATES AND CHARGES**

**Section 8.1---RATE REGULATION**

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

**Section 8.2---NOTIFICATION OF RATES AND CHARGES**

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thirty (30) days prior to changing one of its policies and/or practices, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

(b) In accordance with applicable law, at the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an 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 any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq., attached as Exhibit 6.

**Section 8.3---PUBLICATION AND NON-DISCRIMINATION**

All rates for Subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

**Section 8.4---CREDIT FOR SERVICE INTERRUPTION**

Pursuant to applicable law(s), 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**

**INSURANCE AND BONDS**

**Section 9.1---INSURANCE**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

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

(i) Such insurance shall commence no later than the Execution Date of this 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.

**Section 9.2---PERFORMANCE BOND**

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the 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 the 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 Section 11.1 *infra*.

(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 that may have arisen from the grant of the Renewal License or



from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

**Section 9.3---REPORTING**

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

**Section 9.4---INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred 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 and defend the Issuing Authority within a reasonable time from receipt of a claim or action pursuant to this section.

**ARTICLE 10**

**ADMINISTRATION AND REGULATION**

**Section 10.1---REGULATORY AUTHORITY**

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 *infra*.

**Section 10.2---PERFORMANCE EVALUATION HEARINGS**

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 *infra*. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

**Section 10.3---NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, 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. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

**Section 10.4---EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or

appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

**Section 10.5---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, which cost shall be summarized by the Issuing Authority.

**Section 10.6---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 11**

**DETERMINATION OF BREACH & LICENSE REVOCATION**

**Section 11.1---DETERMINATION OF BREACH**

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 the 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.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) 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 the Licensee fails to respond to such notice of default and 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 and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;
- (ii) Commence an action at law for monetary damages;
- (iii) Foreclose on or otherwise lawfully pursue all or any appropriate part of the security (performance bond) provided pursuant to Section 9.2 herein;
- (iv) Declare the Renewal License to be revoked subject to Section 11.2 below and applicable law;
- (v) Invoke any other lawful remedy available to the Town.

**Section 11.2---REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law and subject to the provisions of Section 11.1 *supra*, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

**Section 11.3---TERMINATION**

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above; or (ii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

**Section 11.4---NOTICE TO TOWN OF LEGAL ACTION**

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

**Section 11.5---NON-EXCLUSIVITY OF REMEDY**

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

**Section 11.6---NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the 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 the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the 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 affect the exercise of such right or remedy or any other right or remedy by the Town 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 12**

**SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

**Section 12.1 -- CUSTOMER SERVICE**

(a) Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

(b) For the term thereof, residents of Harwich may have access to Licensee's area customer service office for general purposes including accepting payments and receiving and resolving all complaints, including without limitation, those regarding Service, equipment malfunctions or billing and collection disputes. The business office shall be open for walk-in business during Normal Business Hours.

**Section 12.2---TELEPHONE ACCESS**

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309 as may be amended from time to time, attached hereto as **Exhibit 5**, during Normal Business Hours, as defined therein.

(b) Pursuant to 47 C.F.R. §76.309, the Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Harwich Subscribers.

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

(e) Pursuant to 47 C.F.R. §76.309, the Licensee shall not be required to perform surveys to measure compliance with the telephone answering standards above unless the Board of Selectmen as Issuing Authority presents reasonable evidence regarding a record of multiple bona fide complaints regarding telephone response times.

**Section 12.3---CUSTOMER SERVICE CALL CENTER**

(a) The Licensee shall maintain and operate its customer service 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) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to

handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow up on their individual problem and/or inquiry.

#### **Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Harwich residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, 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 responded to the next business day.

(c) The Licensee shall ensure that there are stand-by technician(s) 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, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one (1) 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 fifteen (15) days of receiving a request from a Subscriber to do so.

#### **Section 12.5---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 7**.

#### **Section 12.6---BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 4** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;

- (iii) Form of Bill;
- (iv) Advance Billing and 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 12.7---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 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/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. 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 the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Harwich with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, 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 any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

**Section 12.8---REMOTE CONTROL DEVICES**

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

**Section 12.9---EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering, or seeking entrance, 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 wear an employee identification card issued by the Licensee and bearing a picture of said employee.



**Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act (47 U.S.C. 551) as may be amended.

(c) 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 the policy.

**Section 12.11---PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

**Section 12.12---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) The Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information shall be directed to the Licensee. The Licensee shall provide Subscriber with a reasonable opportunity to correct any errors in such information upon a reasonable showing by any Subscriber that such information is inaccurate.

**Section 12.13---PRIVACY STANDARDS REVIEW**

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

**ARTICLE 13**

**REPORTS, AUDITS AND PERFORMANCE TESTS**

**Section 13.1---GENERAL**

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, 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.

**Section 13.2---FINANCIAL REPORTS**

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

**Section 13.3---CABLE SYSTEM INFORMATION**

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

**Section 13.4---IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with the requirements of Sections 12.2 and Section 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, 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 (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time. In accordance with Section 2.3, should another cable television license be granted that does not include this requirement, the Licensee shall be relieved of this Section 13.4 obligation.

**Section 13.5---SUBSCRIBER COMPLAINT REPORT**

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

Cable Division Form 500, attached hereto as **Exhibit 7** to the Issuing Authority, or its designee(s), as required by the Cable Division.

**Section 13.7---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 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 13.8---DUAL FILINGS**

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

**Section 13.9---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**

**EMPLOYMENT**

**Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY**

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

**Section 14.2---NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

**ARTICLE 15**

**MISCELLANEOUS PROVISIONS**

**Section 15.1---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 orally but only by an instrument in writing executed by the parties.

**Section 15.2---CAPTIONS**

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

**Section 15.3---SEPARABILITY**

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

**Section 15.4---ACTS OR OMISSIONS OF AFFILIATES**

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

**Section 15.5---RENEWAL LICENSE EXHIBITS**

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

**Section 15.6---WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) 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 Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of the Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, as of the Execution Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

#### **Section 15.7---FORCE MAJEURE**

If by reason of Force Majeure either party hereto 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. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; environmental hazards; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of either party hereto.

#### **Section 15.8---REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

#### **Section 15.9---APPLICABILITY OF RENEWAL LICENSE**

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

#### **Section 15.10---NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Harwich, Town Hall, 732 Main Street, Harwich, Massachusetts 02645 and one (1) copy to the Town Counsel/Town Attorney *c/o* Harwich Town Hall. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of delivery:

Comcast Cable Communications, Inc.  
Vice President, Government Affairs  
676 Island Pond Road

Manchester, New Hampshire 03109

with one (1) copy to:

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
One Comcast Center  
Philadelphia, Pennsylvania 19103

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in an Harwich newspaper of general circulation.

(d) Subject to subsection (c) above, all required notices shall be in writing.

**Section 15.11---NO RECOURSE AGAINST THE ISSUING AUTHORITY**

In accordance with Section 635a(a) of the Cable Act, the Licensee, and other Persons, shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

**Section 15.12---TOWN'S RIGHT OF INTERVENTION**

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

**Section 15.13---TERM**

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

**Section 15.14- NO THIRD-PARTY BENEFICIARY**

Nothing in this Renewal License is intended to confer third-party beneficiary status or any legal right of any nature on any member of the public or Person not a party and signatory to this Renewal License to enforce the terms of this Renewal License.

**SIGNATURE PAGE**

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Board of Selectmen of the Town of Harwich, Massachusetts, as Issuing Authority, this 26<sup>th</sup> day of July, 2021, and all terms and conditions are hereby agreed to by Comcast Cable Communications Management, LLC.

The Board of Selectmen of Harwich,  
as Issuing Authority



Chair, Michael MacAskill



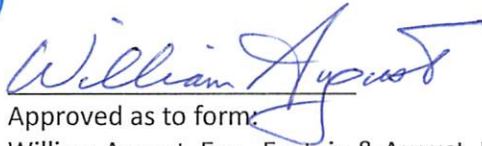
Larry Ballantine



Donald Howell



Mary Anderson



Approved as to form:

William August, Esq., Epstein & August, LLP

Comcast Cable Communications Management, LLC

By:

\_\_\_\_\_  
Trevor Arp, Senior Vice President  
Greater Boston Region



**EXHIBITS**

**EXHIBIT 1**

**FCC TECHNICAL SPECIFICATIONS**

**TITLE 47—TELECOMMUNICATION  
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION  
PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE**

**§ 76.605 Technical standards.**

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW, suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be 4.5 MHz  $\pm$  5 kHz above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of 0.00662(Z) millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24 hour period in July or August and during a hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of  $\pm$ 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are

applicable only to:

- (A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;
  - (B) Each signal which is first picked up within its predicted Grade B contour;
  - (C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.
- (8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:
- (i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and
  - (ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.
- (9) The terminal isolation provided to each subscriber terminal:
- (i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and
  - (ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.
- (10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.
- (11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:
- (i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.
  - (ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed  $\pm 20\%$ .
  - (iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed  $\pm 10$  degrees.
- (12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	Signal leakage	
	limit (micro-volt/	Distance in meters (m) meter)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the

system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

**EXHIBIT 2**

**PROGRAMMING AND SIGNAL CARRIAGE**

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming; and
- + Local Programming.

**EXHIBIT 3  
VIDEO ORIGINATION LOCATIONS**

Harwich Community Center	100 Oak Street
Harwich Town Hall	732 Main Street
Monomoy Regional High School	75 Oak Street
Harwich Public Safety	183 Sisson Road
Harwich Cultural Center	204 Sisson Road
(Town to Provide, operate and maintain the fiber to interconnect Harwich Cultural Center to the current PEG hub)	
Cape Cod Community Media Center	17 Shad Hole Rd.(Dennisport)

**EXHIBIT 4**  
**GROSS ANNUAL REVENUES REPORTING FORM**  
**COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC.**  
**TOWN OF HARWICH**

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue <sup>1</sup>	\$ [enter amount]
Other Unregulated Revenue <sup>2</sup>	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Annual Revenues \$ [enter total]

License Fee (4.5%)	\$ [enter % of total]
Fee-on-Fee (4.5%)	\$ [enter % of %]

License Fee Due \$ [enter total due]

[This form is intended to report Gross Annual Revenues as defined in Renewal License Section 1.1(21) and in the event of any inconsistency between this form and said Renewal License Section 1.1(21), said Section 1.1(21) shall govern.]

1 – Pay Service includes but is not limited to all Pay Channels and Pay-Per-View Movie/Event revenue.

2 – Other Unregulated includes but is not limited to converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized Comcast Representative:

\_\_\_\_\_  
Name:

Date:

**EXHIBIT 5**

**207 CMR 10.00**

**BILLING AND TERMINATION OF SERVICE**

**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 a lawful 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 6**

**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 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 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 7

CABLE DIVISION FORM 500

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

E-Mail:

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"/>

**Annual, off-premise, wines & malt  
liquor license renewals**





Jean M. Lorizio, Esq.  
Commission Chairman

Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

2022  
Retail License Renewal

License Number: 00083-PK-0506	Municipality: HARWICH
License Name : Maulik Corp	License Class: Annual
DBA : Value Mart	License Type: Package Store
Premise Address: 435 Route 28 Harwich, MA 02646	License Category: Wines and Malt
Manager: Bahecharbhai Patel	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Bahecharbhai Patel  
Signature

11/30/2021  
Date

Bahecharbhai. v Patel  
Printed Name

owner  
Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:





Jean M. Lorizio, Esq.  
Commission Chairman

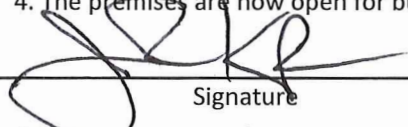
**Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358**

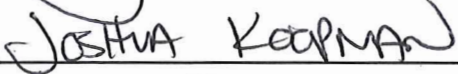
**2022  
Retail License Renewal**


License Number: 89860-PK-0506	Municipality: HARWICH
License Name : PIZZA SHARK PARTNERS	License Class: Annual
DBA : Pizza Shark	License Type: Package Store
Premise Address: 403 Pleasant Lake Avenue Harwich, MA 02645	License Category: Wines and Malt
Manager: Joshua Koopman	

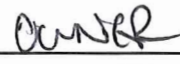
I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Printed Name

  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:

**Annual, off-premise, all alcohol  
liquor license renewals**







Jean M. Lorizio, Esq.  
Commission Chairman

Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

2022  
Retail License Renewal

License Number: 00023-PK-0506

Municipality: HARWICH

License Name : Main Street Quik Pik Inc

License Class: Annual

DBA : Main Street Market

License Type: Package Store

Premise Address: 715 Main Street Harwich, MA 02645

License Category: All Alcoholic Beverages

Manager: Alay G Patel

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

ALAY G. PATEL  
Signature

11-01-21  
Date

GUNVANI PATEL  
Printed Name

Owner  
Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:





Jean M. Lorizio, Esq.  
Commission Chairman

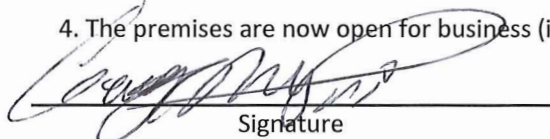
**Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358**

**2022  
Retail License Renewal**

License Number: 88849-PK-0506	Municipality: HARWICH
License Name : Portside Liquors III Inc.	License Class: Annual
DBA : Portside Liquors	License Type: Package Store
Premise Address: 1421 Route 39 Harwich, MA 02645	License Category: All Alcoholic Beverages
Manager: George R. Metri	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

  
Signature

George R. Metri  
Printed Name

11-9-2021  
Date

Director  
Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:



Jean M. Lorizio, Esq.  
Commission Chairman

Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

2022  
Retail License Renewal

License Number: 00026-PK-0506

Municipality: HARWICH

License Name : A.J. Luke's Of Harwich, Inc.

License Class: Annual

DBA :

License Type: Package Store

Premise Address: 224 Route 28 Harwich, MA 02671

License Category: All Alcoholic Beverages

Manager: Arthur Joseph Luke

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

11-16-21

Date

ARTHUR J. LUKE

Printed Name

President

Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:



**Annual, on-premise, wines & malt  
liquor license renewals**









Jean M. Lorizio, Esq.  
Commission Chairman

Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

2022  
Retail License Renewal

License Number: 05431-PP-0506	Municipality: HARWICH
License Name : First Crush Winery Cape Cod LLC	License Class: Annual
DBA : First Crush Winery	License Type: Farmer Winery Pouring Permit
Premise Address: 527 Main Street Harwich, MA 02645	License Category: Wines Only
Manager: Frank Puzio	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Frank D. Puzio  
Signature

11/1/2021  
Date

Frank D. Puzio  
Printed Name

Owner/Manager  
Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:



Jean M. Lorizio, Esq.  
Commission Chairman

Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

2022  
Retail License Renewal

License Number: 00068-RS-0506

Municipality: HARWICH

License Name : Spyridon And Aglaia Christakis

License Class: Annual

DBA : Georges Pizza House

License Type: Restaurant

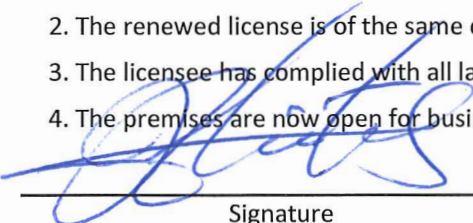
Premise Address: 564 Route 28 Harwich, MA 02646

License Category: Wines and Malt

Manager: Spyridon Christakis

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

  
\_\_\_\_\_  
Signature

11/19/21  
\_\_\_\_\_  
Date

JOHN CHRISTAKIS  
\_\_\_\_\_  
Printed Name

MANAGER/OWNER  
\_\_\_\_\_  
Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:

[Empty box for additional information]

**Annual, on-premise, all alcohol  
liquor license renewals**





Jean M. Lorizio, Esq.  
Commission Chairman

Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

2022  
Retail License Renewal

License Number: 00054-RS-0506

Municipality: HARWICH

License Name : Ashwood Food Service Inc

License Class: Annual

DBA : Jake Rooneys

License Type: Restaurant

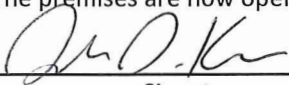
Premise Address: 119 Brooks Road Harwich, MA 02646

License Category: All Alcoholic Beverages

Manager: Peter D Klaus

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

  
\_\_\_\_\_  
Signature

11/23/21  
\_\_\_\_\_  
Date

Peter D. Klaus  
\_\_\_\_\_  
Printed Name

owner / manager  
\_\_\_\_\_  
Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:







Jean M. Lorizio, Esq.  
Commission Chairman

Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

2022  
Retail License Renewal

License Number: 03964-RS-0506	Municipality: HARWICH
License Name : BLM Restaurant Group Inc	License Class: Annual
DBA : Lanyard Bar And Grill	License Type: Restaurant
Premise Address: 429 Route 28 Harwich Port, MA 02646	License Category: All Alcoholic Beverages
Manager: Benjamin Anthony Porter	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Benjamin Anthony Porter  
Signature

11/23/2021  
Date

Benjamin Porter  
Printed Name

Owner  
Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:



Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358**

**2022  
Retail License Renewal**

License Number: 04692-RS-0506	Municipality: HARWICH
License Name : Blue Stripe LLC	License Class: Annual
DBA : Cape Sea Grille	License Type: Restaurant
Premise Address: 31 Sea Street Harwich Port, MA 02646	License Category: All Alcoholic Beverages
Manager: Jennifer R. Ramler	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

J. Ramler  
Signature

11/8/2021  
Date

Jennifer R. Ramler  
Printed Name

Member  
Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:











Jean M. Lorizio, Esq.  
Commission Chairman

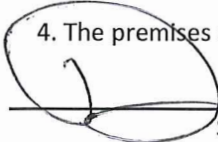
**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2022**  
**Retail License Renewal**

License Number: 00086-HT-0506	Municipality: HARWICH
License Name : Harwich Port Seafare Inc	License Class: Annual
DBA : Harwich Port Seafarer	License Type: Hotel/Innkeeper
Premise Address: 86 Sisson Road Harwich, MA 02110	License Category: All Alcoholic Beverages
Manager: Damien Wiseman	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

  
\_\_\_\_\_  
Signature

11/17/21  
\_\_\_\_\_  
Date

Damien Wiseman  
\_\_\_\_\_  
Printed Name

General Manager  
\_\_\_\_\_  
Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:



Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2022**  
**Retail License Renewal**

License Number: 00061-RS-0506

Municipality: HARWICH

License Name : Hot Stove Inc

License Class: Annual

DBA : Hot Stove Saloon

License Type: Restaurant

Premise Address: 551 Route 28 Harwich, MA 02646

License Category: All Alcoholic Beverages

Manager: Gabriel Leidner

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I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Gabriel Leidner

Printed Name

11/22/21

Date

Owner

Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:







Jean M. Lorizio, Esq.  
Commission Chairman

Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

2022  
Retail License Renewal

License Number: 00057-RS-0506	Municipality: HARWICH
License Name : Morningstar Restaurant Inc	License Class: Annual
DBA : Villa Roma	License Type: Restaurant
Premise Address: 278 Route 28 Harwich, MA 02671	License Category: All Alcoholic Beverages
Manager: Douglas R Morrissey	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

*11-15-2021*  
\_\_\_\_\_  
Date

*DOUGLAS R. MORRISSEY*  
\_\_\_\_\_  
Printed Name

*MANAGER*  
\_\_\_\_\_  
Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:









Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358**

**2022  
Retail License Renewal**

License Number: 00043-RS-0506	Municipality: HARWICH
License Name : Zack Inc	License Class: Annual
DBA : Castaways	License Type: Restaurant
Premise Address: 986 Main Street Harwich, MA 02661	License Category: All Alcoholic Beverages
Manager: Deborah B Merrill	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Deborah B Merrill  
Signature

11/16/2021  
Date

Deborah B Merrill  
Printed Name

President  
Title

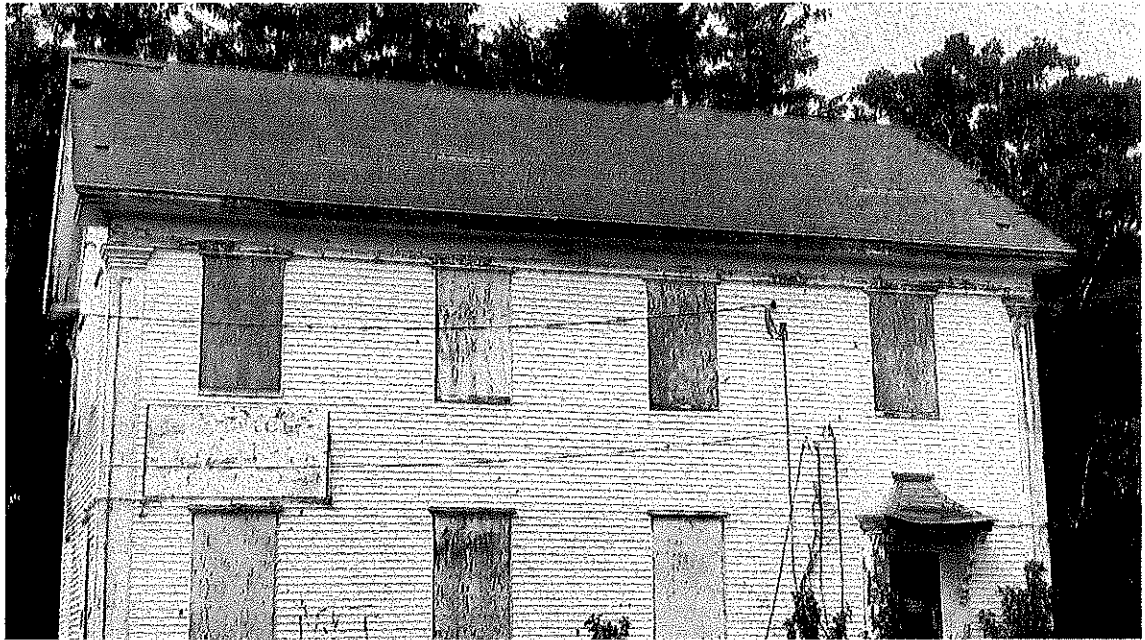
Please complete and return this form to the Local Licensing Authority.

Additional Information:

# **OLD BUSINESS**

November 16th, 2021

*West Harwich Schoolhouse: Follow-up to Request for proposal of sale .*



*Dear Mr. Powers and Board of Selectmen, Michael MacAskill Chair.*

*A group of dedicated West Harwich residents created a new 501c3 for the Historic West Harwich Schoolhouse in order to submit an RFP . There have been many meetings and various interactions with the town to determine this project's feasibility after a prior proposal ( 2017 ) for a Maritime Museum was narrowly defeated at Town Meeting. Now we have responded with this second proposal for restoration and use. I believe you know our dedication and the importance of the building to our town.*

*This current proposal for the sale of the building was submitted through our non profit . We pledged seed money of \$20,000 toward initial costs, and we offered \$1.00 to purchase. Our purpose was to rehab the Historic building and put it into use solely for the benefit of the citizens of the town. The town counter offered with a request of \$35,000 upfront sales money and a caution that CPC money would be limited with the town's commitments to Brooks Academy and Firehouse on Bank Street,*

*The Board of Directors of the "Historic West Harwich Schoolhouse LLC." met and after serious consideration the Board voted to no longer pursue this RFP . We appreciate the time and effort of everyone in trying to get this accomplished .*

*Respectfully submitted ,  
Sally Urbano  
President  
Historic West Harwich Schoolhouse*



## OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Town Administrator*  
Meggan M. Eldredge, *Assistant Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



# MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Town Administrator

CC: Meggan M. Eldredge, Assistant Town Administrator

RE: Update on the results of the West Harwich Schoolhouse Request for Proposal (RFP)

DATE: September 27, 2021

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This memorandum corresponds to your agenda topic under “Old Business”, Item B. Discussion and possible vote on the results of the West Harwich Schoolhouse Request for Proposal.

I established a staff committee consisting of me and the Assistant Town Administrator in order to evaluate the one proposal received in accordance with the provisions of the RFP’s Evaluation Criteria under Section H. A copy of the proposal documents is included with this memo.

I make the following determinations after reviewing the six (6) evaluation criteria with staff:

1. **Proposed Use of Property** – *Highly Advantageous*.
2. **Preservation of the Building** – *Not Advantageous*; insufficient detail provided.
3. **Impact Analysis** – *Not Advantageous*; No “well developed plans” were presented as required to achieve “highly advantageous” status. Also, there was a reference to “civic use without cost to the town”; a claim which is not supported as discussed ahead.
4. **Financial Capacity** – *Not Advantageous*; The proposer does not demonstrate sufficient funding available to preserve, restore and rehabilitate the premises; additionally, Criterion #6 of the seven (7) indicates that Community Preservation Act (CPA) funds are a potential funding source, which in my opinion, contradicts the statement under Impact Analysis (see criterion #3). I believe this to be the case as we are fully aware that there is considerable competition from both town-endorsed projects and private entities (such as this group) for the finite funds available for historic preservation. The town and proposer may be at cross purposes in the future for historic preservation funds.



5. **Project Team – Not Advantageous**; The proposer did not provide sufficient detail such as personal names, curricula vitae, or number of similar projects completed associated with the list of titles offered as the Project Team.
6. **Sale Price – Not Advantageous**; The sole standard by which a proposer could achieve “highly advantageous” status is clearly spelled out under Criterion #6. The RFP states, “Proposals that include a sales price close to the fair market value of the land, as determined by the Harwich Assessing Department, **will** (emphasis added by me) be considered highly advantageous.”

As you know, the most recent valuation of that property (as of December 9, 2020) as evidenced by the Assessor’s Property Card is \$144,000 with the land valued at \$140,600 and the building valued at \$3,400.

The proposer offered a price proposal of one dollar (\$1.00) despite indicating that they have “\$20,000 available as seed money”.

This is not to suggest that \$20,000 would be considered “highly advantageous” but is meant to highlight that the proposer provided information showing an available amount far greater than the price offered while still far below “fair market value”.

Based on the evaluative analysis of the proposal based on the aforementioned criteria, this proposal is deemed to be **not advantageous** after initial evaluation.

However, I wish to reiterate the following rights reserved by the Town, acting through the Board of Selectmen, as plainly stated within the proposal, namely:

1. *“The Town reserves the explicit right to select a proposal which does not necessarily contain the highest price and/or economic benefit to the Town.”*;
2. *“The Board of Selectmen reserves the right to reject any and all proposals, or to cancel this RFP”*; and
3. *“As part of the evaluation process, the Town reserves the right to conduct interviews with the proposers at either the initial evaluation, or finalist state of the evaluation process in order to assure a full understanding of the proposals.”*

I look forward to your questions and deliberations on this matter at your meeting.

Thank you.

TOWN OF HARWICH, MA  
REQUEST FOR PROPOSALS  
FOR THE  
PURCHASE OF THE WEST HARWICH SCHOOLHOUSE  
5 BELLS NECK ROAD, MA

ISSUED: July 28, 2021  
RESPONSES DUE: September 9, 2021

**INTRODUCTION**

The Town of Harwich, Massachusetts (the "Town"), acting through its Board of Selectmen is issuing this Request for Proposals ("RFP") for the sale of Town-owned real property known as the "West Harwich Schoolhouse" located at 5 Bells Neck Road in Harwich and shown on Assessor's Map 10, Parcel G1. The Premises contains approximately 29,600 square feet of land with the building thereon containing approximately 3,508 square feet, on Bells Neck Road.

The Town's preference is to sell the Premises for purposes emphasizing a commitment to historic preservation. The RFP process will enable the Town to identify proposals that demonstrate the experience and capacity to develop this use and to evaluate those proposals on a comparative basis to assure that the most beneficial sale arrangement can be put in place.

The Town has determined that this solicitation and the lease awarded pursuant to it are subject to the Uniform Procurement Act, G.L. c. 30B, Section 8. Therefore the provisions of G.L. c. 30B are hereby incorporated by reference in this RFP.

The Town reserves the right to waive minor informalities, reject any and all proposals, award the sale to a proposer who does not offer the highest sale price, or to cancel this procurement at any time if the Board of Selectmen, acting in its sole discretion, determine it is in the best interests of the Town to do so.

**PROPERTY INFORMATION**

The Premises is shown and described on the following attachments:

- A. Google Earth aerial photos is included with an approximation of property lines highlighted in yellow – Attachment 1
- B. Town of Harwich Assessing Department property record card – Attachment 2

- C. Deed of the Premises, recorded in Book 9297, Page 33 with the Barnstable County Registry of Deeds – Attachment 3

### **RESTRICTIONS ON FUTURE USE**

The Board of Selectmen has mandated that the successful proposer commit to an historic preservation restriction agreement on the property. Any rehabilitation and/or restoration of the building which the successful proposer elects to perform, regardless of funding source and/or in-kind labor, must be done in strict accordance with the U.S. Secretary of the Interior's Standards for Preservation of Historic Structures, as summarized in Attachment 4.

### **PROPOSAL INSTRUCTIONS**

#### **A. Minimum Requirements**

The proposer shall provide, at a minimum, the following information as part of the proposal. Proposals that do not include the following minimum information will be rejected.

1. Name, address and telephone number of all interested parties;
2. A cover letter shall provide an expression of interest, identify the proposer, and clearly describe the nature of the use proposed for the property, as well as any other information or unique features which the proposer believes the Town should know in order to fully evaluate the proposal. The proposal must be signed as follows: (a) if the proposer is an individual, by him/her personally; if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; (c) if the proposer is a corporation, by the authorized officer whose signature is attested by the Clerk of the corporation; or if the proposer is a limited liability company, by the mangerer or individual authorized to execute real estate documents.
3. Proposed sale price of the Premises on attached form (Attachment 5).
4. If the proposer is not an individual doing business under his or her own name, the proposal must describe the legal status of the entity. If a corporation, the proposer must indicate the legal jurisdiction under which the corporation is organized and operating, and identify the officers of the corporation;
5. Identification of all principals, partners or co-ventures participating in the sale and use of the Premises and the direct or indirect interest of each participant's share in the sale and use of the Premises;

6. Proposer must demonstrate a sound fiscal condition by identifying potential financial sources, including any line of credit available, and providing at least three (3) financial references;

7. Proposer must identify references who have knowledge of the proposer's prior experience in its proposed use of the property as well as experience in the preservation of historic structures;

8. The Proposer must submit signed copies of the Certificate of Non- Collusion, the Certificate of Tax Compliance, the Disclosure of Statement for Transaction with a Public Agency Concerning Real Property M.G. L. c. 7C, §38, and the Certificate of Corporate Vote (Attachment 6).

9. The Proposer must submit a Plan of Services containing the following categories:

i. Summary of Proposed Use of Premises .

A summary of the proposed development of the property. The Town is seeking a proposal that emphasizes historic preservation of the building and land

ii. Proposed Improvements to the Building

A summary of the proposed plan to improve the building for its proposed use. The Town is seeking a proposal that seeks to preserve, restore and rehabilitate the building in strict accordance with the U.S. Secretary of the Interior's Standards for Preservation of Historic Structures, as summarized in Attachment 4.

iii. Impacts

A summary of the potential impacts associated with the proposal.

iv. Financial Capacity

A summary of the financial capacity of the proposer to successfully implement the proposal. The Town is seeking a proposer that documents the ability to fund their proposal and any building or property improvements from internally generated capital, private commercial lenders or governmental financial assistance in the form of grants or loans.

v. Project Team

A summary of the proposed project team. The Town will favor proposals that indicate a highly experienced project team, with key members having significant experience in the development of similar proposals. The evaluators will look at the years of experience and number of projects completed in similar positions for the key team members and rank teams accordingly.

vi. Sale Price

A completed Sale Price Proposal form (Attachment 5).

## **B. Instructions to Proposers**

1. Three (3) hard copies of the proposal, plus one complete electronic PDF copy on a USB drive, shall be submitted to the Town Administrator and must be delivered in a sealed package that is clearly marked "Town of Harwich Sale of the West Harwich Schoolhouse." Proposals must be received at Harwich Town Hall, 732 Main Street, Harwich, MA 02645, on or before Thursday, September 9, 2021 at 2 PM, at which time proposals shall be opened publicly. The proposer's name and return address must also appear on the outside of the submission envelope.

2. Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is received at the location stated in this RFP prior to the date and time for submission stated above. The Town is not responsible for proposals delayed by mail and/or delivery service, or delivered to an office other than that specified in this RFP.

3. Proposals may be modified only by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals. Bid modification must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_." Each modification must be numbered in sequence and must reference the original Proposal.

4. Proposals may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of proposals.

5. Any proposal received after the time and date specified shall not be considered. No proposer may withdraw his/her proposal after the general submission deadline.

6. The Town may cancel this RFP, or reject, in whole or in part, any and all proposals, if the Town determines that cancellation or rejection serve the best interests of the Town.

7. The Town shall be under no obligation to return any proposals or materials submitted by a proposer in response to this RFP. All materials submitted by proposers become the property of the Town. The Town reserves the right to use any or all ideas, concepts or configurations presented in a proposal whether or not the proposer is selected.

8. All proposals and related documents submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, G.L. c. 66, §10 and to G.L. c. 4, §7, subsection 26, regarding public access to such documents. Statements or endorsements made by a proposer that are inconsistent with those statutes will be disregarded.

9. The Town makes no representations, express or implied that the Premises complies with the Zoning By-Laws of the Town of Harwich, that the Premises can be used for any particular use or purpose or about the condition of the Premises. Proposers are expected to undertake an

independent review and analysis of the zoning, physical and environmental conditions, required approvals and other considerations applicable to the sale of the Premises.

Acceptance of the proposal does not constitute permit approval which may be required. No special consideration shall be given, and no fees will be waived.

10. All proposals must comply with the provisions of G.L. c.30B.

### **C. Pre-Proposal Meeting and Site Visit**

The Town will conduct a voluntary pre-proposal meeting and site visit to the Premises on August 17, 2021 at 10:00am. Interested parties are advised to meet at the scheduled time at 5 Bells Neck Road, Harwich, MA. Proposers will have the opportunity to ask questions concerning the content of this RFP at that time. Interested proposers that are unable to attend this scheduled site visit may schedule an alternate date and time by calling Harwich DPW at (508) 430-7555. The Town may include a summary of the questions and answers provided at the pre-proposal meeting and site visit in the form of an addendum to the RFP if the Town, in its sole discretion, determines it is necessary to facilitate the RFP, proposal, and evaluation and selection process.

### **D. Questions and Clarifications**

All questions about the meaning or intent of this RFP shall be received in writing by mail sent to Lincoln Hooper, DPW Director, PO Box 1543, Harwich MA, 02645 or emailed to lhooper@harwichdpw.com no later than Thursday, August 26, 2021. Proposers are requested to forward questions early in the procurement process. Answers will be in writing and will be sent by the Town to all prospective proposers.

The Town may, at its discretion, develop a short list of the most advantageous proposers and conduct an interview procedure to further evaluate the relative merits of the proposals.

### **E. Sale Agreement**

A final Sale Agreement shall be executed with the selected proposer. The Town of Harwich expects to execute a Sales Agreement with the successful proposer within thirty (30) days of the Notice of Award. The final sale agreement, however, shall include the following mandatory terms:

1. The Premises are being sold "as is." The Town makes no representations as to the condition of the premises, or any structures and buildings located on the site.

2. No broker's commission shall be paid by the Town and the successful proposer shall indemnify and hold harmless the Town from any claims for such commission.

3. The Town will not dictate the size and architectural style of any proposed renovations or improvements to the building; however, they must conform to all state and local building and health codes and requirements

4. The Town will not oversee the approved design, construction or renovation of the building or land comprising the Premises.

#### **F. Evaluation Process**

Proposals will be initially reviewed to determine if each submission contains all required forms and certifications, as well as a complete description of the proposed development including all the categories of information outlined above under the heading of "Proposal Instructions." Any proposal found to be lacking all required forms and certificates or lacking a complete description of the proposed development shall be considered non-responsive, shall be rejected and given no further consideration during the evaluation process. Proposals determined upon initial review to be in the prescribed form and containing all of the required information, attachments, addenda, certifications, forms and payments, as more particularly described in the provisions of this RFP, will be deemed responsive and be submitted for further, comparative, evaluative review.

Proposals that are determined to be responsive shall be further evaluated in light of the following criteria, and will be ranked in order of preference from most advantageous to least advantageous. An evaluation of each proposal shall state the basis for its ranking, and identify the strengths and weaknesses of the proposal, both objectively and in comparison to the other proposals submitted in response to the RFP. The Town reserves the explicit right to select a proposal which does not necessarily contain the highest price and/or economic benefit to the Town.

The Town Administrator, working in conjunction with Town staff, will conduct the initial proposal evaluations. During the initial evaluation process, if there are six or more responsive proposers, the Town Administrator may create a short-list of no more than five proposers and limit the initial interview process to that short-list. As part of the evaluation process, the Town reserves the right to conduct interviews with the proposers at either the initial evaluation, or finalist stage of the evaluation process in order to assure a full understanding of the proposals. The Town reserves the right to contact references, or other relevant parties, as part of this review process.

#### **G. Award and Notification**

The Board of Selectmen, at its sole discretion, shall make an award to the proposer whose proposal is determined to be the most advantageous proposal from a responsible and responsive proposer taking into consideration price and the evaluation criteria set forth in this RFP. The Board of Selectmen shall not be required to award the sale of the Premises to the proposer offering the highest sale price. If the Town awards the sale to a proposer that does not offer the highest sale or otherwise does not represent the overall lowest cost to the Town, the Town will explain the reason for the award in writing.

At the conclusion of the evaluation process, the Board of Selectmen shall select a proposer to sell the Premises and notify the selected proposer in writing with a Notice of Award. All other proposers shall be notified in writing of the Board's decision. If the successful proposer fails to execute a sale agreement within thirty (30) days of an award by the Board of Selectmen, the Town reserves the right to rescind the award and to award the sale to the proposer whose

proposal was deemed to be the next most advantageous by the Town or to determine not to make an award. The Board of Selectmen reserves the right to reject any and all proposals, or to cancel this RFP.

## **H. Evaluation Criteria**

A staff committee appointed by the Chief Procurement Officer (Town Administrator) shall evaluate proposals to sell the Premises that meet all of the Proposal Requirements. Failure to meet the minimum proposal requirements as specified in this RFP shall be deemed non-responsive and will result in immediate rejection of the proposal. Those proposals that meet all of the minimum requirements and are determined to be both responsive and responsible will be further reviewed using the following evaluation criteria:

### **1. Proposed Use of Property**

Proposed development for a proposal that emphasizes historic preservation and for uses that preserve some form of public access to the building and property will be deemed highly advantageous.

Proposals that do not include or have limited historic preservation uses and do not include some form of public access to the building will be deemed not advantageous.

### **2. Preservation of the Building**

Proposals that document a commitment to preserve the building in strict accordance with the U.S. Secretary of the Interior's Standards for Preservation of Historic Structures, as summarized in Attachment 4 will be deemed highly advantageous.

Proposals that do not demonstrate a commitment to preserve the building in strict accordance with the U.S. Secretary of the Interior's Standards for Preservation of Historic Structures, as summarized in Attachment 4 will be deemed not advantageous.

### **3. Impact Analysis**

Proposals which indicate significant positive impact benefits to the community and a commitment to use the Premises for a museum, tourist, educational or philanthropic uses, clearly identify negative impacts and include well developed plans to mitigate the negative effect will be considered highly advantageous.

Proposals that do not offer positive impact benefits to the community will be considered not advantageous.

### **4. Financial Capacity**

Preference will be given to proposals in which the proposer demonstrates access to sufficient financial resources to fund the proposal and any building or property improvements from



internally generated capital, private commercial lenders or governmental financial assistance in the form of grants or loans.

Proposers who submit detailed financial information that demonstrates access to capital and financial resources to finance the preservation, restoration and rehabilitation of the Premises and to fund the proposed operation of the Premises for the proposed use will be considered highly advantageous.

Proposals which have demonstrated insufficient funding available to preserve restore and rehabilitate the Premises will be considered not advantageous.

The Town will consider awarding the sale before a financing commitment is obtained by the proposer from a lender.

#### **5. Project Team**

The Town will favor proposals that indicate a highly experienced project team, with key members having significant experience in the development of similar proposals. The evaluators will look at the years of experience and number of projects completed in similar positions for the key team members and rank teams accordingly.

#### **6. Sale Price**

The sale price offered for the Premises will be considered in the evaluation of the proposals.

Proposals that include a sales price close to the fair market value of the land, as determined by the Harwich Assessing Department, will be considered highly advantageous.

**TOWN**  
**ADMINISTRATOR'S**  
**REPORT**

# HARWICH HARBORMASTER DEPARTMENT

## November 2021 Monthly Report

### Operations

- Searched, at the request of the Coast Guard, for a possible survivor or wreckage from a plane that crashed in to the ocean approximately two miles east of Nauset Beach on the night of 10/31. Assisted in a multiagency effort to locate and identify the plane/person once the search and rescue operation was turned into a recovery operation.
- Using Marine 77, towed a boat that had lightly grounded on the marsh on the west side of Saquatucket Harbor (SAQ) due to an engine failure and assisted the owner into his slip.
- Hauled the seasonal channel and no wake buoys from Nantucket Sound harbors and Round Cove.
- Attached warning tags to dinghies left at town landings after the Nov 15<sup>th</sup> removal deadline.
- Picked up portable pump out carts from Harwich Port Boat Yard, Allen Harbor Marine, and Allen Harbor Yacht Club.
- One commercial boat used the closed loop pressure washing system (SAQ).
- Switched Long Pond mooring buoys to winter spars.

### Administration

- Worked with Mooring Servicing Agents to collect inspection reports and ensure renewal of required insurance policies.
- Compiled documents for CVA Submission to cover August, September and October.
- Went to waitlist with open Mooring Permits: (1) Wychmere Outer Harbor, (1) Pleasant Bay.
- Went to waitlist with 20' Recreational Slip.
- Went to waitlist with C-Permit/Slip.
- Cleaned up old documents on both Harbor/Natural Resource web page.
- Munis budget entries made for Natural Resources Dept. and Harbormaster Dept.
- Coordinated seasonal water shut-offs with water department.
- Updated approved harbor rate changes in Harbor Management Plan, renewal forms, website, cash register and invoice cloud.
- Mailed out R-Permits, E-Permits and Fuel Truck Permits.
- Processed 10 transient slip reservations.

### Maintenance

- Shut down and blew out the water system for the SAQ docks.
- Stored the remaining seasonal outdoor furniture and garbage cans at SAQ.
- Pressure washed the Nantucket Sound seasonal channel markers.
- Had the inside of the rails on Marine 77 re-gelcoated.
- Installed nonslip treads on the ramp leading up to the Herring River dock at the Route 28 landing.
- Hauled 77A out for the season.
- Winterized the fixed pump-out system on the east bulkhead at SAQ.
- Routine building and grounds maintenance.

## Meetings

- Met with TA to discuss Oyster Creek Preservation Inc. (OCPI) pending issue relating to dredging of Oyster Creek & later met w/ members of OCPI to inform them that the town would not take on responsibility for dredging Oyster Creek.
- Met with TA/ATA to discuss plans for preparation of Request for Proposal for Snack Shack.
- Guest speaker at MA Daughters of American Revolution (DAR) annual meeting.
- Attended post-incident lessons learned meeting relating to downed aircraft off Nauset Beach.
- Waterways Committee meeting (17 Nov)
- BOS Meeting (29 Nov) – Harbor Fee's amendment