

**AGENDA  
BOARD OF SELECTMEN  
MONDAY, APRIL 25, 2022  
WAQUOIT MEETING ROOM  
MASHPEE TOWN HALL  
16 GREAT NECK ROAD NORTH  
MASHPEE, MA 02649**

**MASHPEE TOWN CLERK**

APR 21 2022

RECEIVED BY: \_\_\_\_\_

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\*Broadcast Live on Local Cable Channel 18\*

\*Streamed Live on the Town of Mashpee Website: <https://www.mashpeema.gov/channel-18>\*

**6 p.m. – Convene Meeting in Open Session**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

**MINUTES**

Approval of the following: Monday, April 11, 2022 Regular & Executive Sessions

**APPOINTMENTS & HEARINGS**

- 6 pm - Public Hearing: Alcoholic Beverages License Amendment Application of Southworth Willowbend LLC dba Willowbend, 100 Willowbend Drive, Mashpee MA 02649, Change of Ownership Interest  
Discussion and Approval of Alcoholic Beverages License Amendment Application of Southworth Willowbend LLC dba Willowbend
- 6:05 pm - Public Hearing: Alcoholic Beverages License Amendment Application of Shreeji Krupa LLC dba Best Buy Beverage, 16 Echo Road, Mashpee MA 02649, Change of Location  
Discussion and Approval of Alcoholic Beverages License Amendment Application of Shreeji Krupa LLC dba Best Buy Beverage
- 6:10 pm – Public Hearing: Alcoholic Beverages License Amendment Application of Markantonis Group dba Estia, 26 Steeple Street, Mashpee MA 02649, Alteration of Licensed Premises  
Discussion and Approval of Alcoholic Beverages License Amendment Application of Markantonis Group dba Estia
- Discussion and Approval of the Following:  
Resignations: Conservation Commission: *Bradford Sweet (Term Expires June 30, 2023)*  
Appointments: Affordable Housing Committee: *Stephanie Coleman (Term Expires June 30, 2022)*
- Discussion and Certification of Hiring Process of Police Officer – Richard Harrington: *Police Chief Scott Carline*
- Discussion, Certification and Confirmation of the Hiring of the Director of Assessing: *Joseph Gibbons*
- Public Comment

**COMMUNICATIONS & CORRESPONDENCE**

**OLD BUSINESS**

**NEW BUSINESS**

- Discussion and Approval of Award of Contract – Food & Beverage Concessions 2022-2024 Seasons for Mashpee Beaches and Heritage Park: *Winterbottom Ice Cream LLC dba Perry's Last Stand & Perry's Cape Cod Ice Cream Trucks*
- Discussion, Approval and Execution of the Comcast Cable Television License: May 1, 2022 through April 30, 2032

**ADDITIONAL TOPICS**

(This space is reserved for topics that the Chairman did not reasonably anticipate would be discussed)

**LIAISON REPORTS**

**TOWN MANAGER UPDATES**

**EXECUTIVE SESSION**

**ADJOURNMENT**

**AGENDA  
BOARD OF SELECTMEN  
MONDAY, APRIL 11, 2022  
WAQUOIT MEETING ROOM  
MASHPEE TOWN HALL  
16 GREAT NECK ROAD NORTH  
MASHPEE, MA 02649**

\*Broadcast Live on Local Cable Channel 18\*

\*Streamed Live on the Town of Mashpee Website: <https://www.mashpeema.gov/channel-18>\*

**6:30 p.m. – Convene Meeting in Open Session**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

**MINUTES**

Approval of the following: Monday, March 21, 2022 Regular Session

**APPOINTMENTS & HEARINGS**

- Public Comment
- Discussion and Approval of the Following Resignations:
  - Sewer Commission: *Members at Large: Michael Rapacz, Kenneth Dunn (Terms Expire June 30, 2023)*
  - Precinct 2: *Anne Malone (Term Expires June 30, 2022)*
  - Affordable Housing Committee: *Cassie Jackson (Term Expires June 30, 2022)*
- Discussion, Certification and Confirmation of the Hiring of the Council on Aging Director: *Heidi McLaughlin*
- Discussion and Approval of Award of Contracts: *DPW Director Catherine Laurent: Veterans Monument Wall; Track and Field Renovation- Mashpee Middle-High School*
- 6:35 pm - Public Hearing: Application for Renewal of Shellfish Grant #006:
  - Richard J. Cook, Jr. DBA Popponesset Oyster Company LLC: Ockway Bay 3.3 acres*
  - Discussion and Approval of Renewal of Shellfish Grant #006:
    - Richard J. Cook, Jr. DBA Popponesset Oyster Company LLC: Ockway Bay 3.3 acres*
- Discussion and Possible Action with Regard to the November 25, 2021 Fence Line Incident:
  - 102<sup>nd</sup> Intelligence Wing, Colonel Timothy Gordon, Colonel Sean Riley*

**COMMUNICATIONS & CORRESPONDENCE**

**OLD BUSINESS**

**NEW BUSINESS**

**ADDITIONAL TOPICS** (This space is reserved for topics that the Chairman did not reasonably anticipate would be discussed) Letter of Support for Resubmission to the Municipal Vulnerability Preparedness Program

**LIAISON REPORTS**

**TOWN MANAGER UPDATES**

**EXECUTIVE SESSION**

Discussion of Strategy with Respect to a Personal Service Contract with Fire Chief John F. Phelan Pursuant to M.G.L., C. 30A, § (a) (3)

**RECONVENE OPEN SESSION**

Discussion, Approval and Ratification of Personal Service Contract for Fire Chief John F. Phelan

**ADJOURNMENT**

Mashpee Select Board  
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Present: Selectman Carol A. Sherman, Selectman David W. Weeden, Selectman Andrew R. Gottlieb,  
Selectman John J. Cotton, Selectman Thomas F. O'Hara  
Town Manager Rodney C. Collins  
Assistant Town Manager Wayne E. Taylor

Meeting Called to Order by Chairman Sherman at 6:30 p.m.  
Mashpee Town Hall, Waquoit Meeting Room

## MINUTES

### Monday, March 21, 2022 Regular Session:

**Motion made by Selectman Gottlieb to approve the Regular Session minutes of Monday, March 21, 2022 as presented.**

**Motion seconded by Selectman Cotton.**

**VOTE: Unanimous. 5-0.**

#### **Roll Call Vote:**

**Selectman Sherman, yes**

**Selectman Weeden, yes**

**Selectman Gottlieb, yes**

**Selectman Cotton, yes**

**Selectman O'Hara, yes**

**Opposed, none**

## APPOINTMENTS & HEARINGS

### Public Comment:

Wendy Williams made comment regarding her interest in conservation and in the environment before allegations became heated regarding the removal of political signs from the Mashpee Rotary. The dialogue elevated with harsh statements regarding the wastewater project.

Lisa Frye voiced concern with respect to Phase II of the Clean Water program and suggested the Town complete the first phase to work out the logistics before pursuing Phase II.

Marcia MacInnis a resident of Precinct 2 expressed appreciation to Select Board member Thomas F. O'Hara for his advocacy on the Assembly of Delegates seeking ARPA funding.

Ms. MacInnis offered comment on behalf of the South Cape Homeowners Association regarding Wills Work Road and Callies Beach stating there is potential for a Town-owned beach in this area. The State has earmarked funds to realign the road. If funding is received the road would provide an environmental advantage to the Town by creating access to the public beach. (Map/Comments Enclosed)

John Fulone, Chairman of the Planning Board spoke on the process associated to the visioning session on the Local Comprehensive Plan. Two public officials were noted to have attended and participated in the workshop session planned for residents. Mr. Fulone stated that elected officials would have ample time to offer comment at future meetings.

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## **APPOINTMENTS & HEARINGS**

### Public Comment: (continued)

As public discussion continued Meredith Harris, a member of the Sewer Commission gave an overview of her views regarding water quality, the sewer initiative and of the past history of wastewater over the span of 35 years. This includes the dire need to coordinate and to solve the problem.

Mary Waygan responded to comments made by Mr. Fulone. Prior to the public meeting there was a briefing with the engineers, and it was agreed the attending town officials could participate, but not dominate the conversation. There was concern as one of the representing engineers facilitating the meeting acted in a highly unprofessional manner.

It was disclosed the map of the Mashpee Local Comprehensive Plan and its thoughts for strengths, opportunities, weaknesses and concerns did not contain any Tribal influences. The process of review was also not vetted by the Planning Board. (Map Enclosed)

Paul Columbo of Meadowbrook Road offered his personal support to Ms. Harris and her comments regarding water quality. In listening to words spoken by Mr. Fulone, Mr. Columbo indicated the temperature is high, and the various boards need to work together.

In closing, it was agreed this has been a very difficult year, and the Select Board has been persistent attempting to bring back the code of conduct while working together.

### Discussion and Approval of the Following Resignations:

Sewer Commission: Members at Large: Michael Rapacz, Kenneth Dunn (Terms Expire June 30, 2023)  
Precinct 2: Anne Malone (Term Expires June 30, 2022):

The Mashpee Select Board was in receipt of letters of resignations from Michael Rapacz, Kenneth Dunn and Ann Malone effective immediately. Respective terms are due to expire on June 30, 2022 and June 30, 2023 as referenced.

**Motion made by Selectman Gottlieb to accept the resignation of Michael Rapacz, Kenneth Dunn and Anne Malone sending letters of appreciation for their service with regret.**

**Motion seconded by Selectman O'Hara.**

**VOTE: Unanimous. 5-0.**

**Roll Call Vote:**

Selectman Sherman, yes  
Selectman Cotton, yes

Selectman Weeden, yes  
Selectman O'Hara, yes

Selectman Gottlieb, yes  
Opposed, none

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Discussion and Approval of the Following Resignations: (continued)

Affordable Housing Committee: Cassie Jackson (Term Expires June 30, 2022):

An additional letter of resignation was received from Cassie Jackson resigning as the Tribal Representative to the Affordable Housing Committee. The term is due to expire on June 30, 2022.

**Motion made by Selectman Gottlieb to accept the resignation of Cassie Jackson from the Affordable Housing Committee.**

**Motion seconded by Selectman O'Hara.**

**VOTE: Unanimous. 5-0.**

**Roll Call Vote:**

<b>Selectman Sherman, yes</b>	<b>Selectman Weeden, yes</b>	<b>Selectman Gottlieb, yes</b>
<b>Selectman Cotton, yes</b>	<b>Selectman O'Hara, yes</b>	<b>Opposed, none</b>

Discussion, Certification and Confirmation of the Hiring of the Council on Aging Director: Heidi McLaughlin:

Town Manager Rodney C. Collins affirmed the Hiring Process relative to the appointment of Heidi McLaughlin is consistent with the Town Charter. It is strongly recommended the Select Board certify and confirm the appointment of Ms. McLaughlin as Council on Aging Director.

Ms. McLaughlin has worked for the Town of Mashpee since 2002. Based on her strong commitment and management experience it is evident Ms. McLaughlin would successfully execute the essential functions of this position.

**Motion made by Selectman Gottlieb to certify and confirm the appointment of Heidi McLaughlin as Council on Aging Director consistent with Section 4-2(b) of the Town Charter.**

**Motion seconded by Selectman Cotton.**

**VOTE: Unanimous. 5-0.**

**Roll Call Vote:**

<b>Selectman Sherman, yes</b>	<b>Selectman Weeden, yes</b>	<b>Selectman Gottlieb, yes</b>
<b>Selectman Cotton, yes</b>	<b>Selectman O'Hara, yes</b>	<b>Opposed, none</b>

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Discussion and Approval of Award of Contracts: DPW Director Catherine Laurent: Veterans Monument Wall; Track and Field Renovation- Mashpee Middle-High School:

Catherine Laurent, Director of Public Works was in attendance to request the Select Board approve (2) contracts contingent upon funding at the May 2022 Special Town Meeting. Town Counsel Patrick J. Costello has authorized this action as appropriate.

In response to the Request for Bid (RFB) for the manufacture of a granite monument wall for all Mashpee Veterans it is recommended the Select Board accept the bid and award a contract to Grafton L. Briggs Landscaping, Inc. d/b/a Baker Monument, LLC in the amount of \$194,200 contingent upon approval of Community Preservation Act funding at the May 2022 Special Town Meeting. The bid is within the projected budget.

**Motion made by Selectman Gottlieb to accept the bid and award a contract to Grafton L. Briggs Landscaping, Inc. d/b/a Baker Monument, LLC in the amount of \$194,200 for the Veterans Monument Wall contingent upon additional CPA funding at the May Town Meeting.**

**Motion seconded by Selectman Weeden.**

**VOTE: Unanimous. 5-0.**

**Roll Call Vote:**

**Selectman Sherman, yes**

**Selectman Weeden, yes**

**Selectman Gottlieb, yes**

**Selectman Cotton, yes**

**Selectman O'Hara, yes**

**Opposed, none**

Seven bids were received in response to the RFB issued for the renovation of the Stadium track and field project at the Mashpee Middle-High School. Funding from the Community Preservation Committee and Capital Improvement Program for this project is presented on the May 2022 Special Town Meeting Warrant as Article 6 and Article 17.

Ms. Laurent recommended the Select Board accept the Base Bid with Alternate No. 1 and award a contract to Green Acres Landscape & Construction Co., Inc. in the amount of \$2,509,951 contingent upon funding approval at the May 2022 Special Town Meeting.

It was noted the project is within budget, and the contractor is prepared to undertake the work within the required schedule.

**Motion made by Selectman Gottlieb to accept the bid and award a contract to Green Acres Landscape & Construction Co., Inc. in the amount of \$2,509,951 contingent upon funding at the May 2022 Special Town Meeting.**

**Motion seconded by Selectman Cotton.**

**VOTE: Unanimous. 5-0.**

**Roll Call Vote:**

**Selectman Sherman, yes**

**Selectman Weeden, yes**

**Selectman Gottlieb, yes**

**Selectman Cotton, yes**

**Selectman O'Hara, yes**

**Opposed, none**

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Public Hearing: Application for Renewal of Shellfish Grant #006:

Richard J. Cook, Jr. DBA Popponesset Oyster Company LLC: Ockway Bay 3.3 acres:

The Select Board opened the Public Hearing on the application filed by Richard J. Cook, Jr. d/b/a Popponesset Oyster Company, LLC, 19 Pem Way, Mashpee for a renewal of Shellfish Grant #006 located in Ockway Bay by reading aloud the Public Hearing notice.

Richard J. Cook, Jr. was in attendance to review the Shellfish Grant that is located in Ockway Bay, 3.3 acres that he has maintained since 1983. Mr. Cook requested a 10-year renewal with an amendment to allow floating gear on the site, an integral part of raising oysters. It was noted this was not a part of the original grant proposal, however it was a part of how the grant was originally approved.

Donovan McElligatt, Shellfish Constable was in attendance to review the grant application that has remained active since 1983. It was reported the Shellfish Commission has no objections to the continuation of the license with the use of floating gear which is necessary for production. There are no other changes to the grant application. Mr. Cook maintains a very productive growing site.

Discussion and Approval of Renewal of Shellfish Grant #006:

Richard J. Cook, Jr. DBA Popponesset Oyster Company LLC: Ockway Bay 3.3 acres:

In considering the wastewater/clean water mitigation plan as it pertains to the use of aquaculture for nitrogen remediation, the Select Board directed the Shellfish Constable to review the Town's additional aquaculture grants that may be inactive, non-productive or under-farmed. Maintaining productive aquaculture farms is recommended for inclusion into the Shellfish Regulations prior to the finalization of the new draft to be executed by the Select Board in May.

Being no public comment, the Board motioned as follows;

**Motion made by Selectman Gottlieb to close the Public Hearing.**

**Motion seconded by Selectman O'Hara.**

**VOTE: Unanimous. 5-0.**

**Roll Call Vote:**

Selectman Sherman, yes  
Selectman Cotton, yes

Selectman Weeden, yes  
Selectman O'Hara, yes

Selectman Gottlieb, yes  
Opposed, none

**Motion made by Selectman Gottlieb to approve the renewal application filed by Richard J. Cook, Jr. d/b/a Popponesset Oyster Company, LLC, 19 Pem Way granting a 10-year extension of Shellfish Grant #006 authorizing floating gear for productive aquaculture purposes.**

**Motion seconded by Selectman Cotton.**

**VOTE: Unanimous. 5-0.**

**Roll Call Vote:**

Selectman Sherman, yes  
Selectman Cotton, yes

Selectman Weeden, yes  
Selectman O'Hara, yes

Selectman Gottlieb, yes  
Opposed, none

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Discussion and Possible Action with Regard to the November 25, 2021 Fence Line Incident:  
102<sup>nd</sup> Intelligence Wing, Colonel Timothy Gordon, Colonel Sean Riley:

The Mashpee Select Board met with Colonel Timothy Gordon and Colonel Sean Riley of the 102<sup>nd</sup> Intelligence Wing of Joint Base Cape Cod to review an incident which occurred near the fence line on November 2021.

Colonel Riley discussed the specifics of the incident which was clearly investigated and determined to be a hunting accident. In concern to the safety and well-being of the men and women under his command, and to the general public, Colonel Riley indicated that fortunately there was no bodily harm. This was clearly an accident which involved damage to a military vehicle.

To protect and to prevent this type of incident from re-occurrence additional No Trespassing/No Hunting signage is planned along the 500' buffer of federal land. Colonel Riley respectfully requested the Select Board allow the posting of signage as referenced within the Town of Mashpee easements at the 500' buffer areas that JBCC does not fully control for safety purposes.

**Motion made by Selectman Gottlieb to authorize the Town Manager to work with the 102<sup>nd</sup> Intelligence Wing to post signage in the easement areas along the fence line up to 500' for safety.**  
**Motion seconded by Selectman Cotton.**

**VOTE: Unanimous. 5-0.**

**Roll Call Vote:**

<b>Selectman Sherman, yes</b>	<b>Selectman Weeden, yes</b>	<b>Selectman Gottlieb, yes</b>
<b>Selectman Cotton, yes</b>	<b>Selectman O'Hara, yes</b>	<b>Opposed, none</b>

**ADDITIONAL TOPICS** (This space is reserved for topics that the Chairman did not reasonably anticipate would be discussed)

Letter of Support for Resubmission to the Municipal Vulnerability Preparedness Program:

**Motion made by Selectman Cotton to add the above referenced topic to the Select Board's agenda.**  
**Motion seconded by Selectman Weeden.**

**VOTE: Unanimous. 4-0-1.**

**Roll Call Vote:**

<b>Selectman Sherman, yes</b>	<b>Selectman Weeden, yes</b>	<b>Selectman Gottlieb, abstained</b>
<b>Selectman Cotton, yes</b>	<b>Selectman O'Hara, yes</b>	<b>Opposed, none</b>

It was disclosed Selectman Gottlieb abstained from voting on this matter due to a work-related conflict.

Of importance was late-filed communication from the Director of Natural Resources requesting a letter of support in the submission of an additional proposal for grant funding through the Municipal Vulnerability Program in May. The submission includes the 2<sup>nd</sup> Phase Santuit Stormwater Retrofit Design construction and is contingent upon the passing of Article #20 at the May Town Meeting for the 25% match in funds.



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Letter of Support for Resubmission to the Municipal Vulnerability Preparedness Program: (continued)

The second-round submission would carry the permitted engineered design complete this year to the construction phase if awarded. Funding would also further one additional stormwater concept design to the permitting level and develop 5 additional high-priority concept designs.

The Town of Mashpee is working with the Mashpee Wampanoag Tribe's Department of Natural Resources in partnership to facilitate stormwater planning efforts for the Santuit Pond watershed.

**Motion made by Selectman Cotton to submit a letter of support to the grant funding submission to the Municipal Vulnerability Program as referenced authorizing the Town Manager to execute the document on behalf of the Town of Mashpee.**

**Motion seconded by Selectman O'Hara.**

**VOTE: Unanimous. 4-0-1.**

**Roll Call Vote:**

**Selectman Sherman, yes**

**Selectman Weeden, yes**

**Selectman Gottlieb, abstained**

**Selectman Cotton, yes**

**Selectman O'Hara, yes**

**Opposed, none**

## **LIAISON REPORTS**

Assembly of Delegates: The Assembly of Delegates continues to debate the use of ARPA funds with Barnstable County. Alternative ways to expend and disburse funds are being considered.

## **TOWN MANAGER UPDATES**

Special Legislation: The name modification from Board of Selectmen to Select Board is under review passing in the House.

Sewer Commission: Vacancies are duly posted.

COVID-19: Two positive cases were reported this past weekend.

Information Technology: There was a glitch on the Town's website that has been remedied.

Joint Meeting: The Select Board and Mashpee Wampanoag Tribal Council are scheduled to meet at Tribal Headquarters on Monday, May 16, 2022 at 6:30 p.m.

Local Comprehensive Plan: The Town Manager is expected to conduct a review of the process associated to the update of the Local Comprehensive Plan and to ensure those participating remain courteous and respectful of others.

Public Forum: An informational session is planned on May 25, 2022 to clarify and answer questions regarding Innovative Alternative systems. Key departments will be in attendance. Advance questions may be forwarded to the Town Manager's Office for compilation.

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## **EXECUTIVE SESSION**

Discussion of Strategy with Respect to a Personal Service Contract with Fire Chief John F. Phelan Pursuant to M.G.L., C. 30A, § (a) (3):

**Selectman Gottlieb moved that the Board convene in executive session at 7:43 p.m. to discuss strategy with respect to a Personal Services Contract for Fire Chief John F. Phelan pursuant to M.G.L., C. 30A, §21 (a) (3), with the chair declaring that an open meeting may have a detrimental effect on the bargaining position of the Town and the Chair so declares.**

**The Board will reconvene in open session upon conclusion of the executive session.**

**The motion was seconded by Selectman Cotton.**

**VOTE: Unanimous. 5-0.**

**Roll Call Vote:**

**Selectman Sherman, yes**

**Selectman Weeden, yes**

**Selectman Gottlieb, yes**

**Selectman Cotton, yes**

**Selectman O'Hara, yes**

**Opposed, none**

Respectfully submitted,

Kathleen M. Soares  
Secretary to the Select Board

Mashpee Select Board  
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April 11, 2022

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**RECONVENE OPEN SESSION** – Meeting reconvened: 7:48 p.m.

Discussion, Approval and Ratification of Personal Service Contract for Fire Chief John F. Phelan:

**Motion made by Selectman Gottlieb to ratify the vote taken in Executive Session to certify the hiring process and the selection of John F. Phelan as Fire Chief and authorize the Town Manager to execute the Personal Service Contract as presented.**

**Motion seconded by Selectman Weeden.**

**VOTE: Unanimous. 5-0.**

**Roll Call Vote:**

**Selectman Sherman, yes**

**Selectman Weeden, yes**

**Selectman Gottlieb, yes**

**Selectman Cotton, yes**

**Selectman O'Hara, yes**

**Opposed, none**

## **ADJOURNMENT**

**Motion made by Selectman Gottlieb to adjourn at 7:49 p.m.**

**Motion seconded by Selectman Cotton.**

**VOTE: Unanimous. 5-0.**

**Roll Call Vote:**

**Selectman Sherman, yes**

**Selectman Weeden, yes**

**Selectman Gottlieb, yes**

**Selectman Cotton, yes**

**Selectman O'Hara, yes**

**Opposed, none**

Respectfully submitted,

Kathleen M. Soares  
Secretary to the Select Board

Enclosures:

South Cape Homeowners Association/Map

Local Comprehensive Plan/Map

**TOWN OF MASHPEE  
BOARD OF SELECTMEN  
PUBLIC HEARING NOTICE**

Pursuant to Chapter 138 of the Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Alcoholic Beverages License Amendment application of Southworth Willowbend LLC dba Willowbend, 100 Willowbend Drive, Mashpee MA 02649, for a Change of Ownership Interest.

Said hearing will be held on Monday, April 25, 2022 at 6:00 p.m., in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

**\*Broadcast Live on Local Cable Channel 18\***

**\*Streamed Live on the Town of Mashpee Website\*: <https://www.mashpeeema.gov/channel-18>**

You may submit comments and questions via email to [bos@mashpeeema.gov](mailto:bos@mashpeeema.gov) prior to the meeting date and time.



**TOWN OF MASHPEE  
BOARD OF SELECTMEN  
PUBLIC HEARING  
NOTICE**

Pursuant to Chapter 138 of the Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Alcoholic Beverages License Amendment application of Southworth Willowbend LLC dba Willowbend, 100 Willowbend Drive, Mashpee MA 02649, for a Change of Ownership Interest.

Said hearing will be held on Monday, April 25, 2022 at 6:00 p.m., in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

**\*Broadcast Live on Local Cable Channel 18\***  
**\*Streamed Live on the Town of Mashpee Website\*: <https://www.mashpeeema.gov/channel-18>**

You may submit comments and questions via email to [bos@mashpeeema.gov](mailto:bos@mashpeeema.gov) prior to the meeting date and time.

Per Order of  
Mashpee Board of Selectmen  
Carol A. Sherman, Chair  
David W. Weeden, Vice-Chair  
Andrew R. Gottlieb, Clerk  
John J. Cotton  
Thomas F. O'Hara

April 15, 2022

Per Order of  
Mashpee Board of Selectmen

Carol A. Sherman, *Chair*  
David W. Weeden, *Vice-Chair*  
Andrew R. Gottlieb, *Clerk*  
John J. Cotton  
Thomas F. O'Hara



# TOWN OF MASHPEE

## OFFICE OF SELECTMEN

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16 Great Neck Road North  
Mashpee, Massachusetts 02649  
Telephone - (508) 539-1401  
[bos@mashpeema.gov](mailto:bos@mashpeema.gov)

### MEMORANDUM

Date: April 21, 2022

To: Rodney C. Collins, Town Manager, and  
Honorable Members of the Board of Selectmen

From: Stephanie A. Coleman, Administrative Secretary

Re: Alcoholic Beverages License Amendment Application of Southworth Willowbend LLC dba  
Willowbend

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#### Description

Discussion and approval of the License Amendment application of Southworth Willowbend LLC dba Willowbend for a Change of Ownership Interest.

#### Background

Pursuant to Chapter 138 of the Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Alcoholic Beverages License Amendment application of Southworth Willowbend LLC dba Willowbend, 100 Willowbend Drive, Mashpee MA 02649, for a Change of Ownership Interest.

Attached for your reference is the completed License Amendment Application.



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

**APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

CAAA-22-0001/CVLP-22-0008

ENTITY/ LICENSEE NAME Southworth Willowbend LLC

ADDRESS 100 WILLOWBEND DRIVE

CITY/TOWN MASHPEE

STATE MA

ZIP CODE 02649

For the following transactions (Check all that apply):

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location  | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)          | <input type="checkbox"/> Change Corporate Structure (i.e. Corp./LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises   | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)   | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)   |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name   | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)  | <input type="checkbox"/> Management/Operating Agreement              |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder        | <input type="checkbox"/> Change of Hours                             |
|  | <input checked="" type="checkbox"/>  | <input type="checkbox"/> Other <u>                                    </u> | <input type="checkbox"/> Change of DBA                               |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS  
TRANSMITTAL FORM ALONG WITH  
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

APR 5 2022 PM 2:16 **Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

## Payment Confirmation

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



TRAFFIC COURT FEE

MASS. SUP. CT. FEE

Description	Applicable License or Registration Number	Amount
FILING FEES-RETAIL	Southworth Willowbend LLC	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 3/15/2022 6:01:45 PM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

License Number or Business Name:  
Southworth Willowbend LLC

Fee Type:  
FILING FEES-RETAIL

#### Billing Information

First Name:  
peter

Last Name:  
alpert

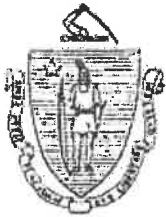
Address:  
[REDACTED]

City:  
Needham

State:  
MA

Zip Code:  
02492

Email Address:  
[REDACTED]



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR AMENDMENT**

**-Change of Officers, Stock or Ownership Interest**

☐ **Change of Officers/ Directors/LLC Managers**    ☐ **Change of Stock Interest**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
  - If Sole Proprietor, Business Certificate
  - If partnership, Partnership Agreement
  - If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

(e.g. New Stockholders or Transfer or Issuance of Stock)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Business Structure Documents
  - If Sole Proprietor, Business Certificate
  - If partnership, Partnership Agreement
  - If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

☒ **Change of Ownership Interest**

(e.g. LLC Members, LLP Partners, Trustees etc.)

- Payment Receipt
- Monetary Transmittal
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
  - If Sole Proprietor, Business Certificate
  - If partnership, Partnership Agreement
  - If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

☐ **Non-Profit Club Change of Officers/ Directors**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Business Structure Documents -Articles of Organization from the Secretary of the Commonwealth

☐ **Management Agreement**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Vote of Entity
- Management Agreement

*\*If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

**1. BUSINESS ENTITY INFORMATION**

Entity Name

Southworth Willowbend LLC

Municipality

Mashpee

ABCC License Number

CAAA-22-0001/CVLP-22-0008

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Company is the owner/operator of Willowbend. Until 2021, since acquisition of the club and licenses in 2012, the ultimate beneficial owners of the Company were Joseph Deitch (50%) and David Southworth (50%). In 2021, Mr. Deitch exercised an option to acquire all of Mr. Southworth's interests. All of Mr. Deitch's interests in the company (100%) are now ultimately held in Mr. Deitch's family estate planning trusts, which he controls.

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name

Peter Alpert

Title

Chief Legal Officer

Email

[REDACTED]

Phone

[REDACTED]



# APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

## 2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises (Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Joseph Deitch	[REDACTED] MA 03139	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Trustee/LLC Manager/Beneficial owner	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Matthew Deitch	[REDACTED] FL 33139	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Trustee	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Eric Brenman	[REDACTED] MA 02459	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Trustee	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Thomas Southworth	[REDACTED] MA 02127	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Officer/Director of Manager	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Peter Alpert	[REDACTED] MA 02492	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Officer of Manager	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Cathy Chauvin	[REDACTED] MA 02532	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Officer of Manager	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☒ Yes ☐ No

### CRIMINAL HISTORY

Has any individual listed in question 2, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

### MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☒ No

## 2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

**Southworth Willowbend L**

Percentage of Ownership in Entity being Licensed  
(Write "NA" if this is the entity being licensed)

N/A

Name of Principal

Residential Address

SSN

DOB

**Patrice Hovenesian**

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Officer of Manager

0%

☐ Yes ☒ No

☒ Yes ☐ No

☒ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

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MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

## APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

### **3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Same list as above and see corporate org chart		
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

### **4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 2, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
The same list as above holds interests in			
licenses in Haverhill, MA, Aldie, VA, Scotland,			
and the Bahamas.			

### **5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 2, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Mr. Alpert was an officer of companies,			
without ownership, which previously held			
licenses in New Jersey and Arizona.			

### **6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question 4 or 5 ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

## 7. FINANCIAL DISCLOSURE

Associated Cost(s): (E.g. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

Associated Cost(s):

Mr. Deitch acquired Mr. Southworth's 50% interest in a non-cash transaction involving the cancellation of debt owed by Mr. Southworth to Mr. Deitch.

### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
N/A	
Total	

### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

### FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

As noted above, this was a non-cash transfer.

## APPLICANT'S STATEMENT

I, Peter Alpert, officer of the management the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory

of Southworth Willowbend LLC  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Peter Alpert, P.P.

Date: March 11, 2022

Title:

Vice President/Secretary of LLC Manager

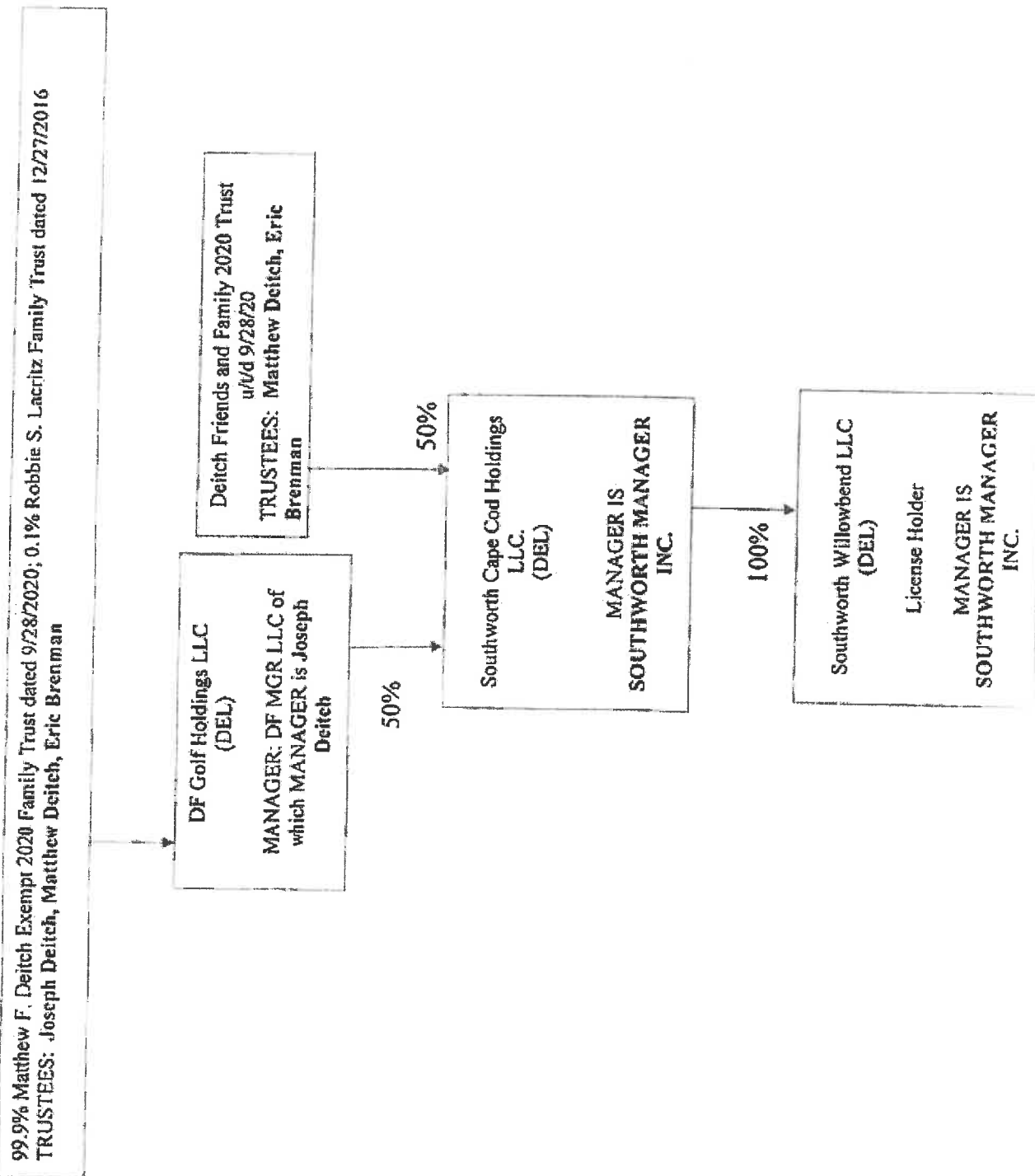
### ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Please see attached organizational chart. As noted, the change is from Mr. Deitch owning 50% directly to owning 100% through a series of estate planning trusts. Listed in Section 2 are all of the trustees of the trusts and the officers of Southworth Manager, Inc., which is the manager of the licensed entity.

## BUSINESS STRUCTURE DOCUMENTS

OWNERSHIP AND CONTROL OF SOUTHWORTH WILLOWBEND LLC





**TOWN OF MASHPEE  
BOARD OF SELECTMEN  
PUBLIC HEARING NOTICE**

Pursuant to Chapter 138 of the Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Alcoholic Beverages License Amendment application of Shreeji Krupa LLC dba Best Buy Beverage 16 Echo Road, Mashpee MA 02649, for a Change of Location to 11 Evergreen Circle Mashpee, MA 02649.

Said hearing will be held on Monday, April 25, 2022 at 6:05 p.m., in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

**\*Broadcast Live on Local Cable Channel 18\***

**\*Streamed Live on the Town of Mashpee Website\*: <https://www.mashpeeema.gov/channel-18>**

You may submit comments and questions via email to [bos@mashpeeema.gov](mailto:bos@mashpeeema.gov) prior to the meeting date and time.



**TOWN OF MASHPEE  
BOARD OF SELECTMEN  
PUBLIC HEARING  
NOTICE**

Pursuant to Chapter 138 of the Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Alcoholic Beverages License Amendment application of Shreeji Krupa LLC dba Best Buy Beverage 16 Echo Road, Mashpee MA 02649, for a Change of Location to 11 Evergreen Circle Mashpee, MA 02649.

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**\*Broadcast Live on Local Cable Channel 18\***  
**\*Streamed Live on the Town of Mashpee Website\*: <https://www.mashpeeema.gov/channel-18>**

You may submit comments and questions via email to [bos@mashpeeema.gov](mailto:bos@mashpeeema.gov) prior to the meeting date and time.

Per Order of  
Mashpee Board of Selectmen  
Carol A. Sherman, Chair  
David W. Weeden, Vice-Chair  
Andrew R. Gottlieb, Clerk  
John J. Cotton  
Thomas F. O'Hara

Per Order of  
Mashpee Board of Selectmen

Carol A. Sherman, *Chair*  
David W. Weeden, *Vice-Chair*  
Andrew R. Gottlieb, *Clerk*  
John J. Cotton  
Thomas F. O'Hara



# TOWN OF MASHPEE

## OFFICE OF SELECTMEN

---

16 Great Neck Road North  
Mashpee, Massachusetts 02649  
Telephone - (508) 539-1401  
[bos@mashpeema.gov](mailto:bos@mashpeema.gov)

### MEMORANDUM

Date: April 21, 2022

To: Rodney C. Collins, Town Manager, and  
Honorable Members of the Board of Selectmen

From: Stephanie A. Coleman, Administrative Secretary

Re: Alcoholic Beverages License Amendment Application of Shreeji Krupa LLC dba Best Buy Beverage

---

#### Description

Discussion and approval of the License Amendment application of Shreeji Krupa LLC dba Best Buy Beverage for a Change of Location.

#### Background

Pursuant to Chapter 138 of the Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Alcoholic Beverages License Amendment application of Shreeji Krupa LLC dba Best Buy Beverage 16 Echo Road, Mashpee MA 02649, for a Change of Location to 11 Evergreen Circle Mashpee, MA 02649.

Attached for your reference is the completed License Amendment Application. Description of premises is as follows:

The property will consist of 3,940 square feet of retail space 1,200 square feet of redemption center and 1,200 square feet of receiving area.



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2338  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**AMENDMENT-Change or Alteration of Premises Information**

☒ **Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy ✓
- Floor Plan ✓
- Abutter's Notification
- Advertisement

☐ **Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Shreeji Krupa LLC DBA Best Buy Beverage	Mashpee, Barnstable County	PSAA-22-0003

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Mahendra Patel	Manager	[REDACTED]	[REDACTED]

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

**2B. PROPOSED DESCRIPTION OF PREMISES**

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage		Seating Capacity		Occupancy Number	
Number of Entrances		Number of Exits		Number of Floors	

## Christopher Kirrane

**From:** customerservice@nCourt.com  
**Sent:** Friday, March 11, 2022 1:01 PM  
**To:** Christopher Kirrane  
**Subject:** Receipt from nCourt

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

### Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail  
Address 1: 95 Fourth Street, Suite 3  
Address 2:  
City: Chelsea  
State: Massachusetts  
Zip: 02150

### Payment On Behalf Of

First Name: Chetna Last Name: Patel  
Address 1: 16 Echo Road  
Address 2:  
City: Mashpee State: MA Zip: 02649

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	PSAA-22-0003	\$4.70	\$200.00

Receipt Date: 3/11/2022 1:00:52 PM EDT

Invoice Number: 2a621d91-8b5c-448a-a09d-dc23c7419dcc

Total Amount Paid:\$204.70

### Billing Information

### Credit / Debit Card Information

First Name Christopher  
Last Name Kirrane  
Email [REDACTED]  
Street [REDACTED]  
City Mashpee  
State/Territory MA

Card Type Visa

Card Number [REDACTED]

Zip 02649

Phone Number (508) 477-6500

**IMPORTANT INFORMATION >>**

Please verify the information shown above. Your payment has been submitted to the location listed above.

**Please call (800) 701-8560 if you have any questions regarding this information.**

## **AMENDMENT-Change or Alteration of Premises Information**

### **3. CHANGE OF LOCATION**

#### **3A. PREMISES LOCATION**

Last-Approved Street Address 16 Echo Road, Mashpee, MA 02649

Proposed Street Address 11 Evergreen Circle, Mashpee, MA 02649

#### **3B. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The property will consist of 3940 sq. ft. of retail, 1200 sq. ft. of redemption center, and 1200 sq. ft. of receiving.

Total Sq. Footage

6340

Seating Capacity

0

Occupancy Number

N/A

Number of Entrances

2

Number of Exits

2

Number of Floors

1

#### **3C. OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Lease

Landlord Name Shivani Real Estate

Landlord Phone

Landlord Email

Landlord Address

MA 02649

Lease Beginning Date

July 1, 2022

Rent per Month

9800 + triple net

Lease Ending Date

July 1, 2042

Rent per Year

117,600

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

#### **4. FINANCIAL DISCLOSURE**

**Associated Cost(s):** (I.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):

Associated Cost(s):

--

#### **SOURCE OF CASH CONTRIBUTION**

Please provide documentation of available funds. (Eg. Bank or other Financial Institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total	

#### **SOURCE OF FINANCING**

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

## APPLICANT'S STATEMENT

I, Chetna Patel the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory

of Shreeji Krupa, LLC  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Chetna Patel

Date:

3/11/22

Title:

Manager



### **ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

### **ENTITY VOTE**

The Board of Directors or LLC Managers of Shreeji Krupa, LLC

Entity Name

duly voted to apply to the Licensing Authority of Mashpee

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

For the following transactions (Check all that apply):

☐ Alteration of Licensed Premises

☒ Change of Location

☐ Other

"VOTED: To authorize

Chetna Patel


Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,

**For Corporations ONLY**

A true copy attest,



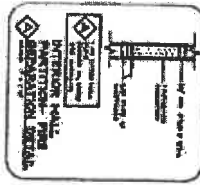
Corporate Officer / LLC Manager Signature

Corporation Clerk's Signature

CHETNA PATEL

(Print Name)

(Print Name)

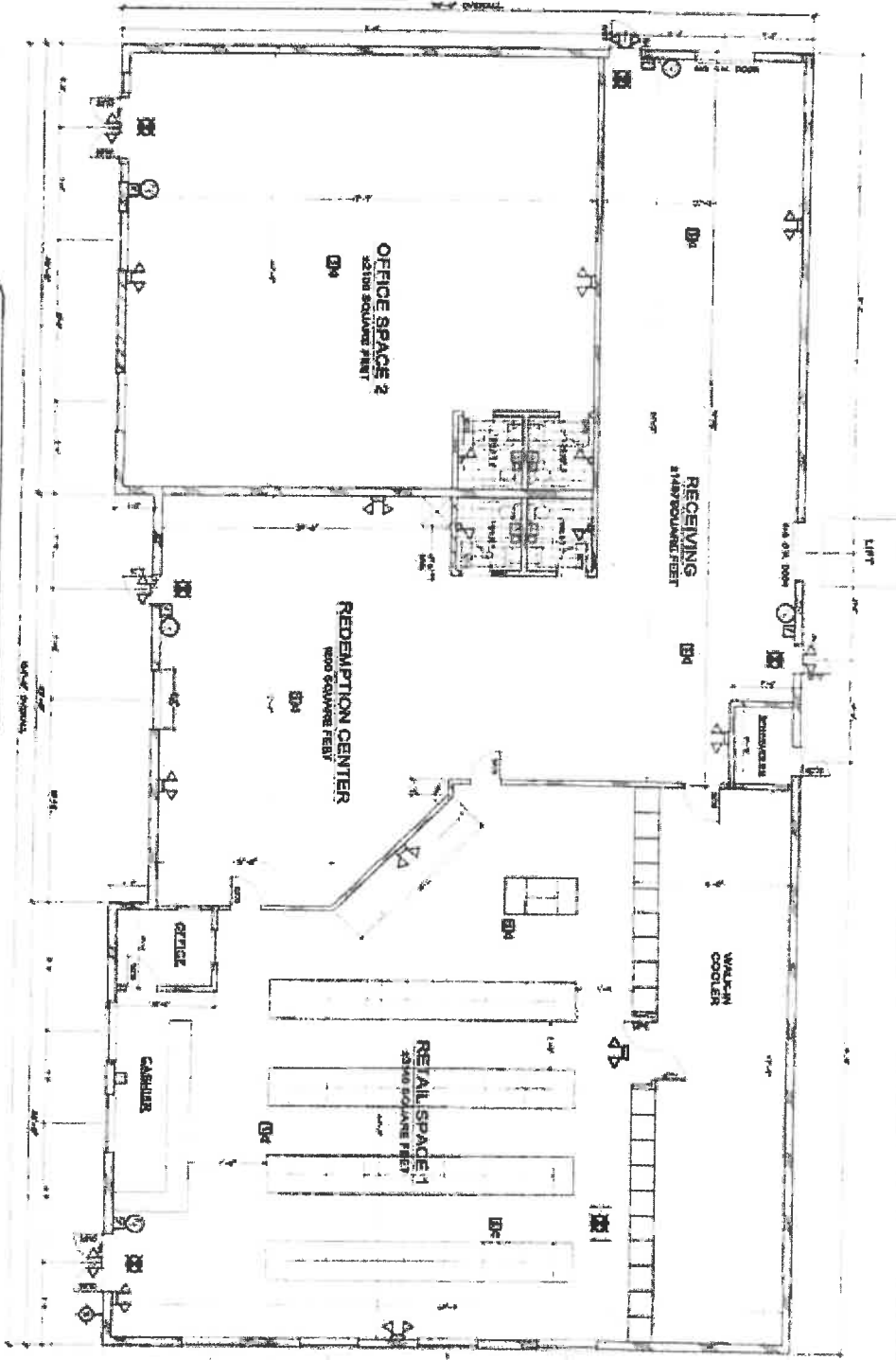


HANDICAP LAV  
AAS 821 CMR  
COMPLIANT

# FLOOR PLAN SCALE: 3/16" = 1'-0"

**SYMBOL LEGEND:**

	DOUBLE HEAD EMERGENCY LIGHT		EXTERIOR STORAGE
	SINGLE HEAD EMERGENCY LIGHT		FIRE EXTINGUISHER
	EXIT SIGN		STORAGE ALERT WINDOW
			FIRE ALARM PULL
			AOA STORAGE ONLY DEVICE



<p><b>PROJECT TITLE</b> FLOOR PLAN</p> <p>DATE: 08/01/00 DESIGNED BY: JAL CHECKED BY: JAL APPROVED: 10/12/00</p>	<p><b>Glampietro Architects</b> 354 Gifford Street Rahmoun, MA 02540 Tel: 508-648-7450 Fax: 508-648-0250</p>	<p><b>BEST BUY BEVERAGE</b> LOT A, 11 EVERGREEN CIRCLE MASHPEE, MASSACHUSETTS</p>		<p>APPROVED</p>	<p>CONSULTANT</p>
		<p>PROJECT NO. 19934</p>		<p>DATE: 08/01/00</p>	<p>REVISION</p>
		<p>SCALE: 3/16" = 1'-0"</p>		<p>DATE: 08/01/00</p>	<p>REVISION</p>
		<p><b>A2</b></p>		<p>DATE: 08/01/00</p>	<p>REVISION</p>



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*95 Fourth Street, Suite 3, Chelsea, MA 02150-2358*  
*www.mass.gov/abcc*

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

**AMENDMENT-Change or Alteration of Premises Information**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

0084-RS-0670

ENTITY/ LICENSEE NAME Markantonis Group, Inc. d/b/a Estia

ADDRESS 26 Steeple Street

CITY/TOWN Mashpee

STATE MA

ZIP CODE 02649

For the following transactions (Check all that apply):

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> New License                  | <input type="checkbox"/> Change Corporate Name                      | <input checked="" type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License          | <input type="checkbox"/> Change of DBA                              | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)     | <input type="checkbox"/> Change of Hours                              |
| <input type="checkbox"/> Change of Manager            | <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)    | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Officers/Directors | <input type="checkbox"/> Change of Location                         | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder          | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Ownership Interest | <input type="checkbox"/> Other                                      |  |   |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS  
TRANSMITTAL FORM ALONG WITH  
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

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

## Payment Confirmation

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed **Successfully.**

INVOICE #: 192f6e65-7cb1-49ef-960d-b1a55a52ff4e

		Amount
FILING FEES-RETAIL	0084-RS-0670	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 4/13/2022 2:20:19 PM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

License Number or Business Name:  
0084-RS-0670

Fee Type:  
FILING FEES-RETAIL

#### Billing Information

First Name:  
Christopher

Last Name:  
Kirrane

Address:

[REDACTED]

City:  
Mashpee

State:  
MA

Zip Code:  
02649

Email Address:

[REDACTED]

**TOWN OF MASHPEE  
BOARD OF SELECTMEN  
PUBLIC HEARING NOTICE**

Pursuant to Chapter 138 of the Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Alcoholic Beverages License Amendment application of Markantonis Group dba Estia, 26 Steeple Street, Mashpee, MA 02649 for an Alteration of Licensed Premises.

Said hearing will be held on Monday, April 25, 2022 at 6:10 p.m., in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

**\*Broadcast Live on Local Cable Channel 18\***

**\*Streamed Live on the Town of Mashpee Website\*: <https://www.mashpeema.gov/channel-18>**

You may submit comments and questions via email to [bos@mashpeema.gov](mailto:bos@mashpeema.gov) prior to the meeting date and time.

Per Order of  
Mashpee Board of Selectmen

Carol A. Sherman, *Chair*  
David W. Weeden, *Vice-Chair*  
Andrew R. Gottlieb, *Clerk*  
John J. Cotton  
Thomas F. O'Hara



**TOWN OF MASHPEE  
BOARD OF SELECTMEN  
PUBLIC HEARING  
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Per Order of  
Mashpee Board of Selectmen  
Carol A. Sherman, *Chair*  
David W. Weeden, *Vice-Chair*  
Andrew R. Gottlieb, *Clerk*  
John J. Cotton  
Thomas F. O'Hara

April 15, 2022



# TOWN OF MASHPEE

## OFFICE OF SELECTMEN

16 Great Neck Road North  
Mashpee, Massachusetts 02649  
Telephone - (508) 539-1401  
[bos@mashpeema.gov](mailto:bos@mashpeema.gov)

### MEMORANDUM

Date: April 21, 2022

To: Rodney C. Collins, Town Manager, and  
Honorable Members of the Board of Selectmen

From: Stephanie A. Coleman, Administrative Secretary

Re: Alcoholic Beverages License Amendment Application Markantonis Group dba Estia

---

#### Description

Discussion and approval of the License Amendment application of Markantonis Group dba Estia for an Alteration of Licensed Premises.

#### Background

Pursuant to Chapter 138 of the Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Alcoholic Beverages License Amendment application of Markantonis Group dba Estia, 26 Steeple Street, Mashpee, MA 02649 for an Alteration of Licensed Premises.

Attached for your reference is the completed License Amendment Application. The description of the proposed premises is as follows:

The applicant is proposing an expansion into an adjacent unit. The applicant is expanding the square footage over what is existing by 1,663 square feet. The kitchen will be expanded over what is existing by 245 square feet. The proposed premises will comprise of two units in the Mashpee Commons and will be one floor with three bathrooms.



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**AMENDMENT-Change or Alteration of Premises Information**

☐ **Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

☒ **Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**1. BUSINESS ENTITY INFORMATION**

Entity Name

Markantonis Group, Inc. d/b/a Estia

Municipality

Mashpee

ABCC License Number

0084-RS-0670

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

The applicant is seeking an amendment for an alteration of an existing licensed premises. The applicant is proposing to expand into an adjacent unit. The expansion will include a bar and bar seating as well as non-bar seating. The alteration will include three new bathrooms. The applicant is proposing to expand the existing kitchen. The applicant is also proposing outdoor seating.

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name

Title

Email

Phone

Nicholas S. Markantonis

President

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

The applicant proposes an expansion into an adjacent unit. The applicant is expanding the square footage over what is existing by 1663 square feet. The applicant is expanding the kitchen over what is existing by 245 square feet. The applicant is also proposing 48 outdoor seats.

**2B. PROPOSED DESCRIPTION OF PREMISES**

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The proposed premises will comprise of two units in the Mashpee Commons commercial center. The proposed premises is one floor. The proposed premises will have three bathrooms. It will have a bar with bar seating. It will have indoor seating. It will have outdoor seating. It will have a kitchen.

Total Sq. Footage

3707

Seating Capacity

145 total indoor/out

Occupancy Number

105

Number of Entrances

1

Number of Exits

1

Number of Floors

1



## **AMENDMENT-Change or Alteration of Premises Information**

### **3. CHANGE OF LOCATION**

#### **3A. PREMISES LOCATION**

Last-Approved Street Address

Proposed Street Address

#### **3B. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

#### **3C. OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☐ No

#### **4. FINANCIAL DISCLOSURE**

Associated Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):

Associated Cost(s):

Construction Costs - \$800,000.00

#### **SOURCE OF CASH CONTRIBUTION**

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Markantonis Group, Inc.	\$800,000.00
Total:	\$800,000.00

#### **SOURCE OF FINANCING**

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

## APPLICANT'S STATEMENT

I, Nicholas S. Markantonis the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager  
Authorized Signatory

of Markantonis Group, Inc. d/b/a Estia  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: April 13, 2022

Title: President

**ENTITY VOTE**

The Board of Directors or LLC Managers of Markantonis Group, Inc. d/b/a Estia  
Entity Name

duly voted to apply to the Licensing Authority of Mashpee and the

City/Town \_\_\_\_\_  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on \_\_\_\_\_  
Date of Meeting \_\_\_\_\_

**For the following transactions (Check all that apply):**

☒ Alteration of Licensed Premises☐ **Change of Location**☐ Other

**"VOTED: To authorize**

**Nicholas S. Markantonis**

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

**A true copy attest,**

**Corporate Officer /LLC Manager Signature**

Nicholas S Markantonis

**(Print Name)**

**For Corporations ONLY**

**A true copy attest,**

**Corporation Clerk's Signature**

Demetrios J. Mackantoni

(Print Name)



**LIBBY SLADER**  
INTERIOR DESIGN  
N C C M

650 North Ave., Unit 303  
Providence, RI 02909  
Phone 401-273-2000  
info@blackstone.com

ESTIA  
FURNACE COMPANY  
WAGNER, PA.

1994年 中国出版

**◆ ◆ ◆ ◆ ◆**

**Subject:**

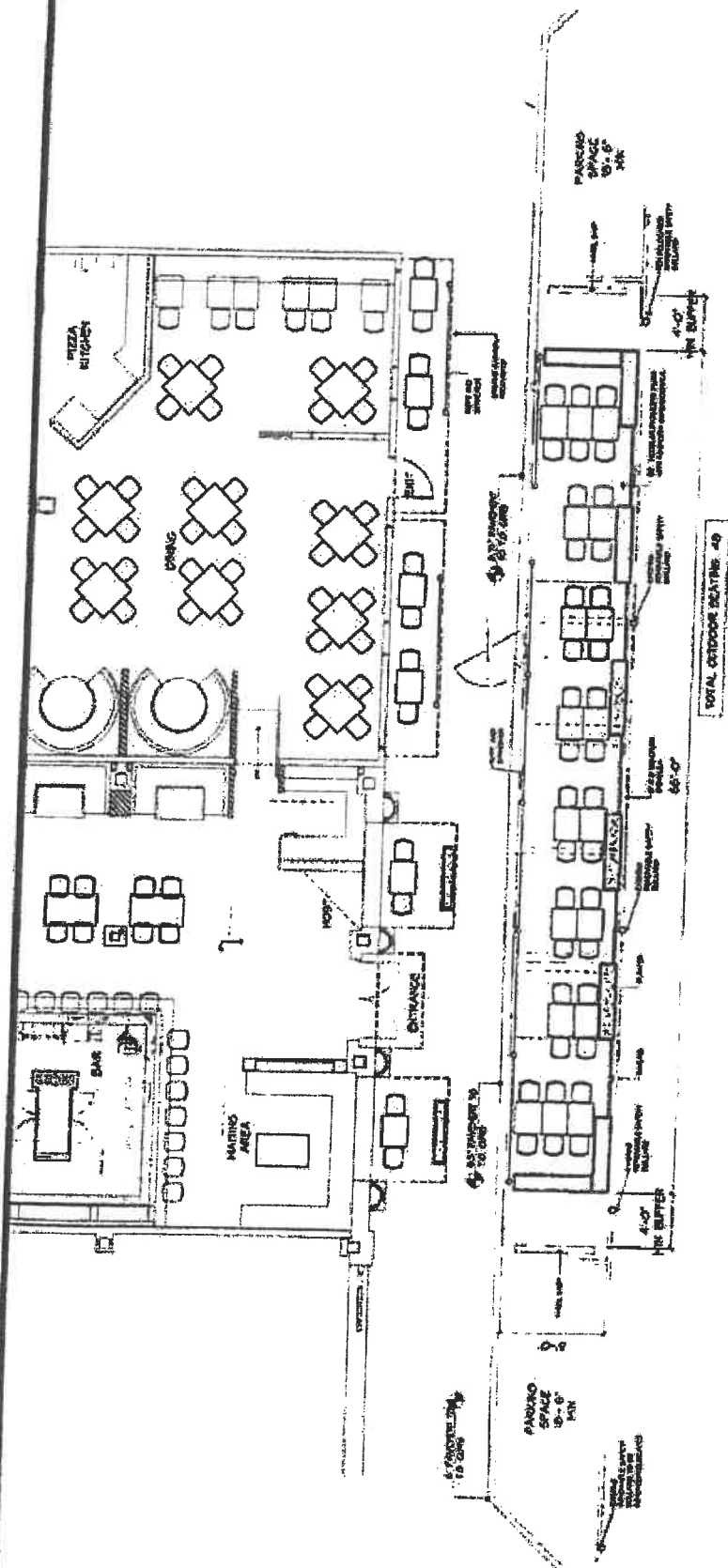
## OUTDOOR MEETING PLAN

STATION 81. 13

1000

100

**電話**



**Author's address:**

[illegible]

By using the service, you agree to be bound by the terms and conditions of the service. For more information, visit [www.fox.com](http://www.fox.com).

5. All divisions determine and report to the Board on the following:





# TOWN OF MASHPEE

## OFFICE OF SELECTMEN

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16 Great Neck Road North  
Mashpee, Massachusetts 02649  
Telephone - (508) 539-1401  
[bos@mashpeema.gov](mailto:bos@mashpeema.gov)

### MEMORANDUM

Date: April 21, 2022

To: Rodney C. Collins, Town Manager and  
Honorable Members of the Board of Selectmen

From: Terrie M. Cook, Administrative Assistant

Re: Resignation from the Conservation Commission;  
Appointment to the Affordable Housing Committee

---

#### Description

Discussion and acceptance of the resignation of:

**Conservation Commission, Member at Large, Bradford R. Sweet, Term Expires June 30, 2023.**

Attached is Mr. Sweet's letter of resignation.

Discussion and approval of the appointment of:

**Affordable Housing Committee, Member at Large: Stephanie A. Coleman, Term Expires June 30, 2022.**

Attached is Ms. Coleman's letter of interest.



---

# Bradford R. Sweet

April 8<sup>th</sup>, 2022

Carol Sherman, Chairperson  
SelectBoard, Town of Mashpee  
Town Hall  
16 Great Neck Rd North  
Mashpee, MA 02649

Dear Carol:

The time has come for me to submit my resignation from the Conservation Commission. I have thoroughly enjoyed my many years of service, even those when I chaired the Commission. I continue to have too many other interests and feel it is time to step down as I believe the Commission is in an excellent place with a full slate of members and many with far better credentials than I.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad", with a long horizontal flourish extending to the right.

Brad Sweet

April 8, 2022

Carol A. Sherman, Chair and  
The Honorable Members of the Select Board  
16 Great Neck Road North  
Mashpee MA 02649

Dear Chair Sherman:

I am writing to express my interest in joining the Affordable Housing Committee. As an employee of the Town I recognize the importance of our Boards and Committees and if appointed I can assure the Board that I will be both a reliable and dedicated member. I am single parent as well as a first time homeowner and feel that I have a deep understanding of the struggle of finding affordable housing for my family in Mashpee. Having gone through the process myself, I think my insight, familiarity and personal experience with available housing programs would be a great asset to the committee. I am also a member of the Mashpee Wampanoag Tribe and hope to use this opportunity as a way to strengthen communication between the Town, Affordable Housing Committee and the Tribal community.

The Town is facing a housing affordability crisis, and one of the most important actions we can take to address that crisis is to create more affordable homes. I plan to call Mashpee my home for the rest of my life because I hold great pride in our Towns progressive politics and the diversity of backgrounds represented among its residents. However with the soaring costs of housing, our community has already experienced a significant loss of this diversity. This is a very important issue to me and I wish to contribute my voice and learn more about developing affordable housing.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'Stephanie A. Coleman', with a long, sweeping horizontal line extending to the right.

Stephanie Anne Coleman

Mashpee MA 02649

# Stephanie A. Coleman

---

## Objective

- Working toward expanding my knowledge and experience in customer service, clerical and administrative support and management in retail, hospitality and office atmospheres. Undaunted and rather exhilarated by a fast paced, challenging work environment. I am eager to evolve, develop and acquire new skills in order to perform my office duties to the best of my ability. I am a punctual, professional, organized, self-starter who takes initiative to solve problems and not be defined by them.

## Experience

### **ADMINISTRATIVE SECRETARY TO THE TOWN MANAGER AND BOARD OF SELECTMEN'S OFFICE | TOWN OF MASHPEE**

**08/2018 – PRESENT**

- Works under the general supervision of the Town Manager, Assistant Town Manager and Administrative Assistant, following department regulations, policies and procedures.
- Makes frequent contact with the general public, other Town departments and officials, outside agencies and other governmental organizations, requiring cooperation, professionalism and discretion. Communication is by means of telephone, written correspondence, and face-to-face dialogue.
- Performs secretarial duties for the Board of Selectmen, Town Manager, Assistant Town Manager and Administrative Assistant, to include preparing correspondence, following-up on incoming correspondence, answering telephones and relaying messages
- Answers questions and provides information to the general public and Town employees concerning Town regulations, policies and procedures; receives inquiries/complaints.
- Maintains a current log of departmental files and oversees the maintenance of the filing system, to include files of a confidential nature.
- Accepts checks and prepares deposits to Treasurer.
- Orders office supplies, fills supply requests, and monitors supply usage.
- Assists in the processing of annual liquor license renewals.
- Assists with preparation and distribution of Board of Selectmen agendas and related materials; communicates with the general public and other Town departments regarding agenda items; assists in post-meeting action and correspondence.
- Assists in the preparation of Town Meetings Warrants, Town Reports, road takings and betterment assessments, bid invitations and specifications, annual budget and capital improvement packets, etc.
- Assists in scheduling public hearings, preparing legal notices and advertisements, and verifies publication in the newspaper.

## **CLERK TO THE TAX COLLECTOR AND TREASURER'S OFFICE | TOWN OF MASHPEE**

**11/2017 – 08/2018**

- Responsible for customer service, data entry, filing, deposits, municipal lien certificates, and general support to the treasurer/tax collector as necessary.

## **EXECUTIVE ASSISTANT TO TRIBAL ENROLLMENT DIRECTOR | MASHPEE WAMPANOAG TRIBE**

**02/2016 – 11/2017**

- Responsible for clerical and administrative support for the office of enrollment and the enrollment committee updating and maintaining an enrollment database of more than 2,500 members of a federally acknowledged tribe. Assisting clients with enrollment applications and creating photo identification cards for members. Assuming responsibility for all office procedures in the absence of the Director.

## **FLOOR MANAGER, SERVER, BARTENDER | RAMPARTS TAVERN AND GRILL, ALEXANDRIA, VA**

**11/2013 – 11/2014**

- Responsible for guest service in a formal dining atmosphere and to screen and train new employees and manage shifts.

## **GREETER, SERVER, BARTENDER, AND MANAGER | SHOOTER MCGEE'S, ALEXANDRIA, VA**

**7/2007 – 11/2014**

- Responsible as a key holder and managing and scheduling staff of 12.

## **Skills**

- Certified in Parliamentary Procedures – March 24, 2022
- Computer proficient – Microsoft Products
- Active listener and effective communicator
- Certified in Customer and Member Service Training - November 9<sup>th</sup>, 2016
- Certified in Team Oriented Problem Solving – September 28<sup>th</sup>, 2016
- Certified in Effective Communication – June 15<sup>th</sup>, 2016

## **Education**

**Forest Park Senior High School – 2003**

**University of Cincinnati – 2004 (non-degree program)**

**Cape Cod Community College – 2018 (non-degree program)**

**TOWN OF MASHPEE POSITION APPOINTMENT/REAPPOINTMENT REQUEST**

Effective: September 1, 2016

JOB TITLE: Police officer DEPARTMENT: Police  
EMPLOYEE: Richard Harrington UNION/UNIT: MASS COP Local 324

STATUS: Regular Full-time ☒ Temporary Full-time ☐ Temporary Part-time ☐  
Standard Part-time ☐ Non-Standard Part-time ☐ Seasonal ☐

LABOR GRADE: N/A STEP: 1 RATE OF PAY: \$28.8758 Per Hour  
Per Week \$56,210.23 Per Year/Base

I attest that this position was posted and/or advertised through the following:

Existing Eligibility List ☐ Town Posting ☒ Local Employment Opportunity ☒  
Regional/State/National Opportunity ☐ Other Posting ☐

I also attest that all policies and procedures of the Town have been satisfied regarding this appointment, including: application review ☒ written examination ☐ oral interview ☒ appointing authority interview ☒  
physical agility exam ☒ medical examination ☒ psychological examination ☒ comprehensive background investigation, including a CORI check ☒ or other \_\_\_\_\_.

I further attest that the search and initial screening for this position was based upon minimum requirements, knowledge, skills, abilities, essential functions and responsibilities outlined in a job description approved by the Town Manager. (Attach job description) I further attest that the employee's driver's license status, if applicable to the position, was verified.

Kimi Jandry 4-13-22  
Human Resources Director Signature Date

I request this appointment/promotion to be effective on: April 26, 2022

[Signature] 4/14/22  
Appointing Authority Signature Date

This position may be filled upon confirmation and/or certification of this selection process, if a full-time new employee; or compliance with Town policies and procedures, if a promotion.

[Signature] 4/14/22  
Town Manager Signature Date

\_\_\_\_\_  
Chairman of Board of Selectmen (or Designee) Signature Date  
Review of Appointment and Certification of Selection Process

Copies To: White – Human Resources      Canary – Town Clerk      Pink – Town Manager



# TOWN OF MASHPEE

## OFFICE OF SELECTMEN

---

16 Great Neck Road North  
Mashpee, Massachusetts 02649  
Telephone - (508) 539-1401  
[bos@mashpeema.gov](mailto:bos@mashpeema.gov)

### MEMORANDUM

Date: April 21, 2022

To: Rodney C. Collins, Town Manager and  
Honorable Members of the Board of Selectmen

From: Terrie M. Cook, Administrative Assistant

Re: Recommendation for Award – Beach Concessions 2022-2024 Seasons

---

The Town received one response to the Invitation for Bid (IFB) issued for the Food and Beverage Concessions for the Town of Mashpee Beaches and Heritage Park for 2022, 2023 and 2024.

I recommend that the Board vote to accept the bid of \$3,600 for each year and award a contract to Winterbottom Ice Cream LLC dba Perry's Last Stand & Perry's Ice Cream Trucks. Winterbottom Ice Cream LLC met the requirements as per the IFB and has successfully held the contract for the previous three years.

The IFB and the proposed contract are attached for your reference.

Thank you.

## **AGREEMENT**

Made this \_\_\_\_ day of April, 2022 between the Town of Mashpee, Massachusetts ("the Town") and Winterbottom Ice Cream LLC dba Perry's Last Stand & Perry's Cape Cod Ice Cream Trucks, James and Martha Winterbottom, Proprietors, 2704 Cranberry Highway, Wareham, MA 02571 ("the Contractor").

**WITNESSETH:** That for and in consideration of the following mutual covenants contained herein, the parties agree with each other as follows:

**ARTICLE I:** The Contractor agrees to furnish the following services to the Town: Food and beverage concessions at South Cape (Town) Beach and at Attaquin Park, John's Pond Park and Heritage Park, between the hours of 9 AM and 4:30 PM, beginning the third (3<sup>rd</sup>) weekend in June and extending through Labor Day, as per the attached Invitation to Bid specifications, which are incorporated herein by reference.

**ARTICLE II:** The Contractor agrees to pay the Town the following:

**2022** – Sum of \$3,600 (three thousand six hundred dollars) to be paid as follows: \$360 (three hundred sixty dollars) upon execution of Agreement with balance due on or before July 8, 2022

**2023** (as applicable upon renewal) – Sum of \$3,600 (three thousand six hundred dollars) to be paid on or before July 7, 2023

**2024** (as applicable upon renewal)– Sum of \$3,600 (three thousand six hundred dollars) to be paid on or before July 6, 2024

**ARTICLE III:** Initial contract period shall extend from June 18, 2022 through September 5, 2022. The Town, at its discretion, shall have the right to renew the contract annually for up to two (2) additional years at the prices set forth in Article II. In determining whether to exercise said extension for an additional year(s), the Town will consider the performance of the Contractor during the prior year.

**ARTICLE IV:** The Town may suspend or terminate this Agreement, upon ten (10) days written notice to the Contractor, if the Town deems the Contractor to be in default of its duties and obligations.

**ARTICLE V:** In the event the Contractor defaults in its obligation herein, it agrees to pay the Town all damages sustained by the Town as a results of said default, including any reasonable attorney fees incurred by the Town.

**ARTICLE VI:** The Contractor hereby indemnifies and holds harmless the Town from any and all claims, damages, losses, and expenses (including attorney's fees) arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused by the intentional and/or negligent acts, errors, and/or omissions of the Contractor, its agents, subcontractors, representatives or employees.

**IN WITNESS:** Whereof the respective parties hereto caused this instrument to be duly subscribed and sealed.

Town of Mashpee

Winterbottom Ice Cream LLC

\_\_\_\_\_  
Rodney C. Collins, Town Manager

\_\_\_\_\_  
\*Social Security Number or FID

\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to meet their tax filing or payment obligations, correct their non-filing delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws Chapter 62C, Section 49A.



**ATTACHMENT A**

**INVITATION TO BID**

**INVITATION TO BID**  
**Food and Beverage Concessions**  
**for the Town of Mashpee Beaches and Heritage Park**

The Town of Mashpee, acting through its Town Manager, is soliciting sealed bids to provide the Town with Food and Beverage Concessions at Attaquin Park, John's Pond, Heritage Park and South Cape Beach. Specifications will be available on Monday, March 14, 2022 at Mashpee Town Hall, Office of the Town Manager/Selectmen, 16 Great Neck Road North, Mashpee, MA 02649, between the hours of 8:30 AM and 4:30 PM, Monday through Friday. Please direct email requests and/or questions to [bids@mashpeema.gov](mailto:bids@mashpeema.gov).

**Bids, sealed and clearly marked "Town of Mashpee – Bid – Food and Beverage Concessions", will be accepted at the Office of the Town Manager/Selectmen until 2 PM on Friday, April 8, 2022.**

All contracts under this procurement shall be awarded by the Board of Selectmen. The Town of Mashpee reserves the right to reject any or all bids, waive any informality, and to act at all times in the best interest of the Town.

Per Order of

Rodney C. Collins  
Town Manager

March 11, 2022

**TOWN OF MASHPEE**

**INVITATION TO BID**  
**Food and Beverage Concessions**  
**for the Town of Mashpee Beaches**  
**and Heritage Park**

The Town of Mashpee, acting through its Town Manager, is soliciting sealed bids to provide the Town with Food and Beverage Concessions at Attaquin Park, John's Pond, Heritage Park and South Cape Beach. Specifications will be available on Monday, March 14, 2022 at Mashpee Town Hall, Office of the Town Manager/Selectmen, 16 Great Neck Road North, Mashpee, MA 02649, between the hours of 8:30 AM and 4:30 PM, Monday through Friday. Please direct email requests and/or questions to [bids@mashpeema.gov](mailto:bids@mashpeema.gov).

Bids, sealed and clearly marked "Town of Mashpee – Bid – Food and Beverage Concessions", will be accepted at the Office of the Town Manager/Selectmen until 2 PM on Friday, April 8, 2022.

All contracts under this procurement shall be awarded by the Board of Selectmen. The Town of Mashpee reserves the right to reject any or all bids, waive any informality, and to act at all times in the best interest of the Town.

Per Order of

Rodney C. Collins  
Town Manager

March 11, 2022



**TOWN OF MASHPEE**  
**INVITATION TO BID**  
**Food and Beverage Con-**  
**cessions**  
**for the Town of Mashpee**  
**Beaches and Heritage Park**

The Town of Mashpee, acting through its Town Manager, is soliciting sealed bids to provide the Town with Food and Beverage Concessions at Attaquin Park, John's Pond, Heritage Park and

South Cape Beach. Specifications will be available on Monday, March 14, 2022 at Mashpee Town Hall, Office of the Town Manager/Selectmen, 16 Great Neck Road North, Mashpee, MA 02649, between the hours of 8:30 AM and 4:30 PM, Monday through Friday. Please direct email requests and/or questions to [bids@mashpeema.gov](mailto:bids@mashpeema.gov).

Bids, sealed and clearly marked "Town of Mashpee – Bid – Food and Beverage Concessions", will be accepted at the Office of the Town Manager/Selectmen until 2 PM on Friday, April 8, 2022.

All contracts under this procurement shall be awarded by the Board of Selectmen. The Town of Mashpee reserves the right to reject any or all bids, waive any informality, and to act at all times in the best interest of the Town.

Per Order of

Rodney C. Collins  
Town Manager

March 18, 2022

**TOWN OF MASHPEE  
INVITATION TO BID**

**Food and Beverage Concessions  
For the Town of Mashpee Beaches and Heritage Park  
2022, 2023 and 2024 Seasons**

**INVITATION TO BID**  
**Food and Beverage Concessions**  
**For the Town of Mashpee Beaches and Heritage Park**

**I. INTRODUCTION**

It is the intent and desire of the Town of Mashpee to offer patrons of our beaches/parks with economical, high quality food/beverage services on a daily basis from the third (3<sup>rd</sup>) weekend in June through Labor Day weekend. To that end, the Town of Mashpee hereby solicits sealed bids to provide Food and Beverage Concessions at Attaquin Park, John's Pond, Heritage Park and South Cape Beach for the 2022, 2023 and 2024 seasons.

**Specifications are included in this document.**

**II. INSTRUCTIONS**

Bids, sealed and clearly marked "Town of Mashpee – Bid – Food and Beverage Concessions", will be accepted at the Office of the Town Manager/Selectmen, Mashpee Town Hall, 16 Great Neck Road North, Mashpee MA, until 2 PM on Friday, April 8, 2022, at which time they will be opened and read. Proposals received prior to the time of opening will be securely kept unopened.

Proposals may be withdrawn or modified upon written request. Such withdrawals or modifications must be on the letterhead of the proposer, and the signatory shall be the same person as contained in the original proposal. This request must be received prior to the time fixed for opening.

No proposal or modification thereof received after deadline will be considered, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to the delay in the mails for which the proposer is not responsible. Bids received after the deadline will be returned unopened.

**III. BID REQUIREMENTS**

1. Name and address of Concessionaire
2. Name, telephone number, and email address of Concession Manager or other contact person
3. Bid Price – Minimum of \$3,500.00
4. A list of food and beverage items proposed for sale, and their prices
5. Three (3) references

No bid bond or performance bond is required.

**IV. FORM OF BID**

Bids shall be submitted to include any and all information cited in the specifications. While deviation from this format will not invalidate the bid, the absence of data required as part of the bid, or presentation of the data in a manner different from that requested, may result in disqualification. The contractor will be required to pay ten (10) percent of the bid price upon execution of the contract. The balance shall be paid within (30) days thereafter.

## **V. EVALUATION CRITERIA**

Experience: Proposers shall be experienced in the kind of work to be performed and shall have the necessary equipment and sufficient capital to properly provide the required services. A proposal may be rejected if the proposer cannot show that the necessary equipment is available to fulfill the proposal requirements. The Town shall make such investigations as it deems necessary to determine the experience and ability of the proposer. The proposer shall furnish to the Town all such information as the Town may request.

Product/Services: Award of the contract will be heavily weighted by the proposed menu and pricing.

## **VI. ACCEPTANCE OF BID**

The accepted proposal will not necessarily be the highest bid amount. Acceptance will be evaluated on the proposal which addresses, and is determined to fulfill, the conditions mentioned in the proposal contained herein, and which is determined to be in the best interest of the Town of Mashpee.

## **VII. CONTRACT PERIOD AND RENEWAL**

The initial contract period shall extend from the June 18, 2022 through September 5, 2022. The Town, at its discretion, shall have the right to renew the contract annually for up to two additional years. In determining whether to exercise said extension for an additional year, the Town will consider the performance of the Concessionaire during the prior year.

## **VII. PROTESTS**

No protests regarding the validity or appropriateness of the specifications, or of the invitation for bids, will be considered unless the protest is filed in writing with the Town Manager prior to the closing date for bids. Should a protest be rejected or disallowed, the protester may, within 48 hours (except Saturdays, Sundays, and recognized State or Federal Holidays) appeal in writing this decision to the awarding authority which, in this case, is the Board of Selectmen.

## **VIII. GENERAL**

The Town Manager reserves the right to accept or reject any or all bids, and to waive any informality, if it is in the best interest of the Town to do so. The Town encourages women and minority owned businesses to submit proposals.

## **IX. TERMINATION**

The Town Manager reserves the right to sever its contract upon seven (7) calendar day's written notice to the Concessionaire, should the Concessionaire fail to provide service at levels acceptable to the Town Manager and Recreation Department, or fail to provide timely payment.

**INVITATION TO BID**  
**Food and Beverage Concessions**  
**For the Town of Mashpee Beaches and Heritage Park**

**BID SPECIFICATIONS**

Bidder must present a comprehensive service package with the bid. Successful bidder will have the exclusive right to operate beach and park concessions on the dates and times specified below.

**I. DATES OF OPERATION**

Daily between the hours of 9:00 AM and 4:30 PM, beginning the third (3<sup>rd</sup>) weekend in June continuously through Labor Day weekend.

**II. SCOPE OF SERVICE**

Services shall be provided daily, weather permitting. Additional service will be at the discretion of the Concessionaire, and approval of the Recreation Department Director or his/her designee.

The contractor will be required to pay ten (10) percent of the bid price upon execution of the contract. The balance shall be paid within (30) days thereafter.

There are no permanent or temporary structures at any of the Town beaches or parks. No more than one food truck, trailer, or cart provided by the bidder for these concession services may remain at South Cape Beach, 24 hours/day 7 days/week, for the concession season. Any Concessionaire who chooses to leave his/her vehicle or equipment on-site overnight does so at his/her own risk, and further consents to sign a Hold Harmless Agreement stating that the Town will not be held liable for any loss, theft, damage or vandalism to said vehicle or equipment. The Town reserves the right to limit the Concessionaire to one (1) designated parking spot and, if the Town so requires, the Concessionaire will provide transportation to/from South Cape Beach each day for concession staff. Any and all concession equipment must be removed by 4:30 PM on Labor Day. All concession food trucks and/or related equipment shall be required to park in designated areas only. No electricity, permanent or temporary storage, potable water, or other amenities are available or shall be provided by the Town.

The menu should include a variety of beach and lunch type foods, both hot and cold. A list of proposed food and beverage items must be submitted, with preliminary prices, as part of the proposal. All products must be specified. Award of the contract will be heavily weighted by the proposed menu along with the bid. The Concessionaire will be limited to selling those items listed in the bid submission, during the hours specified herein, and will adhere to all guidelines outlined in the specifications.

All staffing, insurance, licenses, basic maintenance, cleaning, and trash removal will be the responsibility of the Concessionaire. A workers' compensation insurance affidavit and certificate of insurance naming the Town of Mashpee as an additional insured must be presented by the successful bidder no later than ten (10) days after notification of acceptance of the bid.

The Concessionaire shall agree to the following terms and conditions:

1. Notify the Town Manager in writing of the concessions manager's name and a phone number where he/she can be reached.
2. Notify the Recreation Department when concessions will be closed due to inclement weather or operational failure.
3. Meet with the Town Health Agent for preliminary inspection prior to final acceptance of the bid and obtain all necessary permits to operate, including the use of propane and/or other hot cooking surfaces outside of a truck or cart.
4. Provide food and beverage concessions between the hours of 9:30 AM and 4:30 PM at South Cape (Town) Beach for at least two (2) hours per day (minimum of twenty (20) minute intervals), as well as provide food and beverage concessions at John's Pond Beach, Attaquin Beach and Heritage Park for a minimum of one (1) hour per day (minimum of twenty (20) minute intervals) at each location.
5. Provide a diverse menu of items at all times, consisting of hot and cold food items and assorted beverage choices.
6. Sell all beverages in paper service, plastic bottles or cans. No glass or styrofoam containers are permitted on the beach or park property.
7. Post price list conspicuously.
8. Ensure drivers and other concessions personnel sign in with the Gate Attendants upon arrival and departure each day at each site.
9. Maintain areas inside the facility in a sanitary manner. Concessionaire is responsible for the removal of all trash and recyclables generated during food preparation.
10. Keep the area around the facility free of trash/debris.

The Town agrees to furnish receptacles for patrons and to provide trash pickup. The Town reserves the right to contract separately for any Special Events.

*Renewal Cable Television License Granted By The Town of Mashpee, MA*

*Renewal Term: May 1, 2022- April 30, 2032*

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

Comcast Cable Communications Management, LLC

TOWN OF MASHPEE  
MASSACHUSETTS



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## **AGREEMENT**

This cable television renewal license entered into by and between the Town of Mashpee, Massachusetts, by the Board of Selectmen of Mashpee in its statutory capacity is 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 Mashpee, Massachusetts (hereinafter the “Town”, said licensing having commenced on August 22, 2021);

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 22, 2021;

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 Mashpee resident and/or any Persons affiliated with a Mashpee 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 or 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 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 Mashpee, 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 to 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"):** May 1, 2022.

- (19) FCC: The Federal Communications Commission, or any successor agency.
- (20) Government Access Channels: 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 Services 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; 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 who is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue was 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 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 coverts incoming Signals for distribution over the Cable System.
- (23) Issuing Authority: The Board of Selectmen or the Town of Mashpee, 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 Mashpee 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. c.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 Mashpee 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 receptable, 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 "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 in 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, Mashpee 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 its instrument.
- (40) **Scrambling/Encoding:** The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable 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 Mashpee, Massachusetts.
- (47) **Town Counsel:** The Town Counsel of the Town of Mashpee, 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 Mashpee, 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 Mashpee.

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 Mashpee 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 Mashpee. 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 thereafter.

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

The term of this Renewal License shall commence on May 1, 2022 and shall expire at midnight on April 30, 2032 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 Mashpee; 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. c.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 the 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 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

- i. 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 therefor 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.
- ii. 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 regulations.
- iii. 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, §7. For purposes of this Section 2.6(c) only, under 207u 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.
- iv. 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.
  - v. The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.
  - vi. 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.
  - vii. 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.
  - viii. Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all 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 affected, 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 Mashpee Subscribers, including those for local channels, in stereo, provided that such Signals are capable of being 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 Mashpee, 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 Mashpee rights-of-way.
- (b) The Licensee shall make its Cable System available to all 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 two hundred feet (200') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than two hundred feet (200') 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 to up, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than two hundred feet (200') 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') 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 similar hard surface (i.e. concrete, asphalt, etc.).
- (d) The Licensee shall provide and install, necessary drops and outlets along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Town in accordance with MGL 166A, Section 5(e).

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 Mashpee. 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 the 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, or other appliances or equipment and in stringing of cable 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. c.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 space, 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 4.2 *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) agree 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. c.82, §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 the 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 Mashpee 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)(I)(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 COMPATABILITY

- (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 twenty-four (24) 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 five percent (5%) of its Gross Annual Revenues.
- (b) The first payments under Section 6.5(a) shall be made on or before August 15, 2022 for the previous period of May 1, 2022 to June 30, 2022. Thereafter, payments pursuant to Section 6.5(a) shall be made on a quarterly basis: (i) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December. (ii) on or before May 15th 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 15th 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 August 15, 2032 for the period of April 1, 2032 to April 30, 2032.
- (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 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 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(c) 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 Sixty-Five Thousand Dollars (\$65,000.00) per year, on or before the below referenced dates, as follows:

November 15, 2021	\$65,000.00
November 15, 2022	\$65,000.00
November 15, 2023	\$65,000.00
November 15, 2024	\$65,000.00
November 15, 2025	\$65,000.00
November 15, 2026	\$65,000.00
November 15, 2027	\$65,000.00
November 15, 2028	\$65,000.00
November 15, 2029	\$65,000.00
November 15, 2030	\$65,000.00

- (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 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 standards.

## 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 Mashpee TV Studio, Mashpee), 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 Mashpee 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 Mashpee TV 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 Mashpee TV and its own facilities no 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 Mashpee TV, Licensee shall interconnect its Cable System to said new location subject to the following. Any such relocation of the Mashpee TV 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, §9, the Licensee shall pay to the Town, throughout the terms 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 the 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 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 Mashpee.

#### 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 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, §S(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 insurancebusiness 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 timefor 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) Licensee shall engage in annual meetings upon request of the Town to address any issues the Town may wish to discuss relative to Subscriber Service. The Issuing Authority may, further, 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 this 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 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 entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff its full-time customer service office in a town reasonably convenient to Mashpee, for the purpose of receiving customer payments, inquiries and Complaints and equipment return/exchange, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries. Said customer service 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 Mashpee 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, 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 shall assure prompt and efficient accessibility by customers to call service representatives, without undue delays in response times. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of the customer service call centers.
- (b) In the event that the Licensee does not maintain and operate its customer service call centers 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 Mashpee 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 Mashpee 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)(l) 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 Mashpee, Town Hall, 16 Great Neck Road North, Mashpee, Massachusetts 02649 and one (1) copy to the Town Counsel/Town Attorney c/o Mashpee 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, Governmental Affairs  
676 Island Pond Road  
Manchester, NH 03109

With one (1) copy to:

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
One Comcast Center  
Philadelphia, PA 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 a Mashpee 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 Mashpee, Massachusetts, as Issuing Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2022 and all terms and conditions are hereby agreed to by Comcast Cable Communications Management, LLC.

**The Board of Selectmen of Mashpee,**  
As Issuing Authority

\_\_\_\_\_  
Chair

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

Approved as to form:

\_\_\_\_\_  
Town Counsel

**Comcast Cable Communications Management, LLC**

By:

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

*Renewal Cable Television License Granted By The Town of Mashpee, MA*

*Renewal Term: May 1, 2022- April 30, 2032*

## **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  $4.5 \text{ MHz} \pm 5 \text{ kHz}$  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/ meter)	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**

Mashpee Town Hall	16 Great Neck Road North
Mashpee Middle School	500 Old Barnstable Road
Mashpee TV	168 Industrial Drive, Unit 2

**EXHIBIT 4**

GROSS ANNUAL REVENUES REPORTING FORM

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC.

TOWN OF MASHPEE

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	\$ [enter amount]
Revenue <sup>2</sup> Digital Revenue	\$ [enter amount]
Subtotal:	<u>\$ [enter amount]</u>
	\$ [enter subtotal]

Totals by Non Service:

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

Total Gross Annual Revenues\$ [enter total]

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

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

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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

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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.

**10.01 : 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.

**10.02 : 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.

**10.03 : 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.

**10.04 : 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.

**10.05 : 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.

#### **10.06 : 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.

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.

#### **10.07 : 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.
- (5) 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"

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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.