

**AGENDA  
BOARD OF SELECTMEN  
MONDAY, MAY 2, 2022  
MAIN OFFICE CONFERENCE ROOM  
MASHPEE HIGH SCHOOL  
500 OLD BARNSTABLE ROAD  
MASHPEE, MA 02649**

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

**OLD BUSINESS**

- Discussion, Approval and Execution of Comcast Cable Television License Renewal

**NEW BUSINESS**

- Discussion and Approval of a Bond Anticipation Note (BAN): *Town Treasurer Craig Mayen*
- Discussion and Approval of Extension of Spring Construction on the Route 151 Corridor Project until June 17, 2022: *DPW Director Catherine Laurent*

**CONVENE JOINT MEETING WITH THE FINANCE COMMITTEE**

- Review, Discussion and Possible Action on Special and Annual Town Meeting Warrants with the Finance Committee and the Town Moderator

**ADDITIONAL TOPICS**

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

**ADJOURNMENT**

**MASHPEE TOWN CLERK**

**APR 28 2022**

RECEIVED BY: 

*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 devised, 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(e) shall not be deemed to be part of the funding to be paid to the Issuing Authority's Access Provider or Issuing Authority pursuant to Section 6.5(a) through 6.5(d) and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

#### Section 6.6 – PEG ACCESS FACILITIES/EQUIPMENT CAPITAL FUNDING

- (a) The Licensee shall make PEG Access capital payments to the Issuing Authority or the designated Access provider, in addition to payments under Section 6.5, subject to and in

accordance with applicable laws, equal to ten annual payments of 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 Chargers 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)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

#### Section 12.12 – SUBSCRIBER’S RIGHT TO INSPECT AND VERIFY INFORMATION

- (a) The Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.
- (b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.
- (c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information shall be directed to the Licensee. The Licensee shall provide Subscriber with a reasonable opportunity to correct any errors in such information upon a reasonable showing by any Subscriber that such information is inaccurate.

#### Section 12.13 – PRIVACY STANDARDS REVIEW

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

## ARTICLE 13

### REPORTS, AUDITS AND PERFORMANCE TESTS

#### Section 13.1 – GENERAL

- (a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.
- (b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

#### Section 13.2 – FINANCIAL REPORTS

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

#### Section 13.3 – CABLE SYSTEM INFORMATION

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

#### Section 13.4 – IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and Section 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking



system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s):

(i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time. In accordance with Section 2.3, should another cable television license be granted that does not include this requirement, the Licensee shall be relieved of this Section 13.4 obligation.

#### Section 13.5 – SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 7** to the Issuing Authority, or its designee(s), as required by the Cable Division.

#### Section 13.7 – QUALITY OF SERVICE

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

#### Section 13.8 – DUAL FILINGS

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

#### Section 13.9 – INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall

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

## ARTICLE 14

### EMPLOYMENT

#### Section 14.1 – EQUAL EMPLOYMENT OPPORTUNITY

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

#### Section 14.2 – NON-DISCRIMINATION

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

## ARTICLE 15

### MISCELLANEOUS PROVISIONS

#### Section 15.1 – ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

#### Section 15.2 – CAPTIONS

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

#### Section 15.3 – SEPARABILITY

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

#### Section 15.4 – ACTS OR OMISSIONS OF AFFILIATES

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

#### Section 15.5 – RENEWAL LICENSE EXHIBITS

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

## Section 15.6 – WARRANTIES

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

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;
- (iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
- (iv) There are no actions or proceedings pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of the Renewal License; and
- (v) Pursuant to Section 625(f) of the Cable Act, as of the Execution Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

## Section 15.7 – FORCE MAJEURE

If by reason of Force Majeure either party hereto is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; environmental hazards; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of either party hereto.

## Section 15.8 – REMOVAL OF ANTENNAS

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

## Section 15.9 – APPLICABILITY OF RENEWAL LICENSE

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

## Section 15.10 – NOTICES

- (a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of 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 O IRE), shall not exceed  $\pm 10$  degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

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

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

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

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

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

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

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

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

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

**EXHIBIT 2**

**PROGRAMMING AND SIGNAL CARRIAGE**

The Licensee shall provide the following broad categories of Programming:

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

**EXHIBIT 3**

**VIDEO ORIGINATION LOCATIONS**

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 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 Paid	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Total Gross Annual Revenues\$ [enter total]

License Fee (5%) \$ [enter% of total]

Fee-on-Fee (5%) \$[enter% of%]

*Renewal Cable Television License Granted by the Town of Mashpee, MA  
Renewal Term: May 1, 2022 – April 30, 2032*

License Fee Due

\$ [enter total due]

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

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

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

Authorized Comcast Representative

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

Date:

**EXHIBIT 5**

**207 CMR 10.00**

**BILLING AND TERMINATION OF SERVICE**

**10.01: Billing Practices Notice**

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

**10.01 : 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"

*Renewal Cable Television License Granted by the Town of Mashpee, MA*  
*Renewal Term: May 1, 2022 – April 30, 2032*

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.

# Memo

**To:** Rodney Collins – Town Manager  
**From:** Craig Mayen - Tax Collector/Treasurer  
**CC:** Wayne Taylor – Assistant Town Manager, Dawn Thayer – Finance Director, Terrie Cook – Administrative Assistant to the Town Manager  
**Date:** 04/26/2022  
**Re:** May 2nd Selectmen board meeting

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Town Manager Collins,

As requested on my March 17<sup>th</sup> email, I need to be placed on the agenda for the May 2nd Selectmen board meeting.

The Town will go out for a BAN of \$3,510,000 to cover road projects, costs for the sewer planning project, and a small amount of Phase 1 construction on April 27<sup>th</sup>. This BAN is needed so certified free cash is not reduced at the end of the fiscal year by the Department of Revenue.

I will need to have the Selectmen vote to approve the BAN and will present the results at the May 2<sup>nd</sup> Selectmen meeting. I will be happy to answer any questions the Selectmen have.

Please let me know if you have any questions.

Thank you,



Craig Mayen

Tax Collector/Treasurer

**From:** Catherine Laurent

**To:** Town Manager Rodney C. Collins, Assistant Town Manager Wayne E. Taylor  
Board of Selectmen

**Subject:** *Mashpee Route 151 Corridor Improvement Project Phase 1:  
Request to extend spring construction to June 17, 2022 from May 27, 2022*

Lawrence Lynch Corp. has requested approval to extend the spring construction through June 17. They are currently scheduled to stop work for the summer by May 27. While the construction schedule for the project currently extends through the end of 2024, the extra 3-weeks will help ensure this schedule or even allow construction to finish earlier.

FYI, public schools are usually ending around that date (last day for Mashpee Schools is June 23). Generally, summer traffic increases after schools close for the year.

MassDOT is leaving the decision up to the Town.

Please let me know if the construction time extension is approved.



# 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 28, 2022

TO: Rodney C. Collins, Town Manager;  
Chair Carol Sherman and the Honorable Members of the Select Board  
FROM: Terrie M. Cook, Administrative Assistant  
RE: Review, discussion and possible action on May 2, 2022 Special and Annual Town Meeting Articles

Please be advised that the following warrant articles currently have no recommendations from the Board:

Annual Town Meeting Articles:

- Article 29 Page 38
- Article 30 Page 39
- Article 31 Page 39
- Article 32 Page 40
- Article 33 Page 41
- Article 34 Page 41-47
- Article 35 Page 47-48





# Town of Mashpee

16 Great Neck Road North  
Mashpee, Massachusetts 02649

## MEMORANDUM

To: Town Manager Rodney C. Collins, Town Clerk Deb Kaye,  
Honorable Members of the Select Board  
From: Town Planner Evan Lehrer  
Date: April 28, 2022  
Re: Planning Board recommendations - May 2022 Town Meeting Warrant Articles

- 
- After holding a duly advertised public hearing on March 2, 2022 the Planning Board **voted to recommend** Town Meeting approve the following zoning article:

**Article 7:** Motion to recommend approval passed unanimously 5-0

- After holding a duly-advertised public hearing on April 6, 2022 the Planning Board **voted to recommend** Town Meeting approve the following zoning articles:

**Article 29:** Motion to recommend approval passed 3-1-1 (Balzarini abstained)

**Article 30:** Motion to recommend approval passed 3-1-1 (Balzarini Abstained)

**Article 31:** Motion to recommend approval passed 3-2

**Article 32:** Motion to recommend approval passed 3-2

**Article 33:** Motion to recommend approval passed unanimously 5-0

**Article 34:** Motion to recommend approval passed 3-2

- The Planning Board, after the closure of the same public hearing noted above, **did not recommend** approval of the following zoning article:

**Article 35:** Motion to recommend approval failed 2-3

- After reviewing the following road taking articles at a public meeting on April 6, 2022 the Planning Board **voted to recommend** approval of the following article relative to Oldham Circle:

**Article 21:** Motion to recommend approval passed unanimously 5-0

Cc: Terrie Cook, Administrative Assistant to the Town Manager

**Town of Mashpee  
Mashpee High School  
500 Old Barnstable Road  
Mashpee, MA 02649  
Special Town Meeting  
Monday, May 2, 2022**

Barnstable, ss:

Greetings to the Constables of the Town,

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and summon the inhabitants of the Town of Mashpee who are qualified to vote in the elections to meet at the Mashpee High School on Monday, the 2nd day of May 2022 at 7:00 p.m. for the following purposes:

To act on the articles contained in the following Warrant:

**MOTION TO BE MADE BY SELECTMAN SHERMAN**

**Motion: I move that the Town vote to dispense with the reading of the Special Town Meeting warrant articles.**

**Article 1**

To see if the Town will vote to appropriate and transfer a sum of money, not to exceed \$300,000, from revenue available for appropriation to the Snow & Ice Account, or take any other action relating thereto.

Submitted by the Department of Public Works

**Explanation:** This article is necessary to fund a deficit in the Snow & Ice Account.

**The Board of Selectmen recommends approval of Article 1 by a vote of 5-0**

**The Finance Committee recommends approval of Article 1 by a vote of 6-0**

**MOTION TO BE MADE BY SELECTMAN WEEDEN**

**Motion: I move the Town vote to appropriate and transfer the sum of \$195,000 from revenue available for appropriation to the Snow & Ice Account.**

**Article 2**

To see if the Town will vote to appropriate and transfer the sum of \$1,065.92 from revenue available for appropriation to pay the previous fiscal year's compensation and unpaid bills as follows:

Jennifer Berry	Retroactive Payment	\$ 240.64
Robin Desrosiers	Retroactive Payment	\$ 235.84
Scott Halligan	Retroactive Payment	\$ 252.96
Theresa Lambert	Retroactive Payment	\$ 240.64
WB Mason	Unpaid Bill	\$ 95.84

or take any other action relating thereto.

Submitted by the Finance Director

**Explanation:** This article is necessary to pay bills received after the end of a previous fiscal year.

**The Board of Selectmen recommends approval of Article 2 by a vote of 5-0**

**The Finance Committee recommends approval of Article 2 by a vote of 7-0**

**MOTION TO BE MADE BY SELECTMAN GOTTLIEB**

**Motion:** I move the Town vote to appropriate and transfer the sum of \$1,065.92, from revenue available for appropriation to pay the previous year's compensation and unpaid bills as follows:

Jennifer Berry	Retroactive Payment	\$ 240.64
Robin Desrosiers	Retroactive Payment	\$ 235.84
Scott Halligan	Retroactive Payment	\$ 252.96
Theresa Lambert	Retroactive Payment	\$ 240.64
WB Mason	Unpaid Bill	\$ 95.84

**Article 3**

To see if the Town will vote pursuant to G.L. c. 40, §47 to establish and adopt a new Town Seal in accordance with the recommendation of the Board of Selectmen as follows:



or take any other action relating thereto.

Submitted by the Board of Selectmen

**Explanation:** This article will approve a new Town Seal to replace the current one.

**The Board of Selectmen recommends approval of Article 3 by a vote of 5-0**

**The Finance Committee recommends approval of Article 3 by a vote of 7-0**

**MOTION TO BE MADE BY SELECTMAN COTTON**

**Motion:** I move that the Town vote to approve Article 3 as printed in the warrant, with the exception of the phrase, "or take any other action relating thereto."

#### **Article 4**

To see if the Town will vote to appropriate and transfer the sum of \$1,974,712 from revenue available for appropriation, to be deposited into the Capital Stabilization Fund, or take any other action relating thereto.

Submitted by the Board of Selectmen

**Explanation:** This article will set aside funds into the Capital Stabilization account for future capital expenditures in an effort to ensure the Town will maintain its assets at a level adequate to protect the Town's capital investment and to minimize future maintenance and replacement costs.

**The Board of Selectmen recommends approval of Article 4 by a vote of 5-0**

**The Finance Committee recommends approval of Article 4 by a vote of 7-0**

#### **MOTION TO BE MADE BY SELECTMAN O'HARA**

**Motion:** I move that the Town vote to approve Article 4 as printed in the Warrant, with the exception of the phrase or take any other action relating thereto."

#### **Article 5**

To see if the Town will vote to appropriate and transfer the sum of \$369,215 from revenue available for appropriation to the Natural Resources Capital Account for the customization of facilities for the Department of Natural Resources, or take any other action relating thereto.

Submitted by the Board of Selectmen

**Explanation:** The Capital Improvement Program Committee voted unanimously to recommend that the Town use revenue available for appropriation ("Free Cash") to complete the customization of the purchased condominium units for the Department of Natural Resources and further, to be voted at the May Special Town Meeting for the funds to become available during Fiscal Year 2022.

FISCAL YEAR 2023 CAPITAL IMPROVEMENT PROGRAM	
PLANNING & CONSTRUCTION	
DNR Facility	\$ 369,215

**The Board of Selectmen recommends approval of Article 5 by a vote of 5-0**

**The Finance Committee recommends approval of Article 5 by a vote of 7-0**

#### **MOTION TO BE MADE BY SELECTMAN SHERMAN**

**Motion:** I move that the Town vote to appropriate and transfer the sum of \$369,215 from revenue available for appropriation to the Natural Resources Capital Account.

## Article 6

To see if the Town will vote to appropriate and transfer the sum of \$1,260,950 from revenue available for appropriation to the Department of Public Works Capital Account for the Mashpee Middle-High School Field Improvements, or take any other action relating thereto.

Submitted by the Board of Selectmen

**Explanation:** The Capital Improvement Program Committee voted unanimously to recommend that the Town use revenue available for appropriation ("Free Cash") to improve the athletic fields at Mashpee Middle-High School, specifically replacement of the grass field in the stadium with synthetic turf and reconstruction of the track and further, to be voted at the May Special Town Meeting for the funds to become available during Fiscal Year 2022. The full cost of this project is \$2,970,350 with the balance of the funding, \$1,709,400 appearing as an article submitted by the Community Preservation Committee (CPC).

FISCAL YEAR 2023 CAPITAL IMPROVEMENT PROGRAM	
PLANNING & CONSTRUCTION	
MMHS Field Improvements	\$ 1,260,950

The Board of Selectmen recommends approval of Article 6 by a vote of 5-0

The Finance Committee recommends approval of Article 6 by a vote of 6-0

## MOTION TO BE MADE BY SELECTMAN WEEDEN

**Motion:** I move that the Town vote to appropriate and transfer the sum of \$1,260,950 from revenue available for appropriation to the Department of Public Works Capital Account.

## Article 7

To see if the Town will vote to appropriate and transfer the sum of \$57,900 from revenue available for appropriation to the Department of Public Works Capital Account for the purchase of a Compact Track Loader contingent upon the award of the Shared Streets and Spaces Grant, or take any other action relating thereto.

Submitted by the Board of Selectmen

**Explanation:** The Capital Improvement Program Committee voted unanimously to recommend that the Town use revenue available for appropriation ("Free Cash") to purchase a compact track loader to be used for snow removal to allow for a faster response for plowing the pedestrian bicycle facilities after a storm. The purchase is contingent upon the Town receiving approval of a Shared Streets and Spaces grant.

FISCAL YEAR 2023 CAPITAL IMPROVEMENT PROGRAM	
DPW	
Compact Track Loader with V-plow attachment	\$ 57,900

The Board of Selectmen recommends approval of Article 7 by a vote of 5-0

The Finance Committee recommends approval of Article 7 by a vote of 7-0

#### **MOTION TO BE MADE BY SELECTMAN GOTTLIEB**

**Motion:** I move that the Town vote to appropriate and transfer the sum of \$57,900 from revenue available for appropriation to the Department of Public Works Capital Account contingent upon the award of a Shared Streets and Spaces Grant.

#### **Article 8**

To see if the Town will vote to appropriate and transfer the sum of \$25,000 from revenue available for appropriation to pay for costs associated with the preparation and possible implementation of the Residential Tax Exemption for the FY 2023 tax year, or take any other action relating thereto.

Submitted by the Finance Director

**Explanation:** This article will provide funding for costs associated with preparation for possible implementation of the residential tax exemption for FY 2023. These costs include software updates, printing, mailing and consultant fees, if necessary.

The Board of Selectmen recommends approval of Article 8 by a vote of 5-0

The Finance Committee recommends approval of Article 8 by a vote of 4-2

#### **MOTION TO BE MADE BY SELECTMAN COTTON**

**Motion:** I move that the Town vote to approve Article 8 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”

#### **Article 9**

To see if the Town will appropriate and transfer pursuant to the provisions of M.G.L. Chapter 44B, §6 to reserve from the Community Preservation Fund Budgeted for Appropriation Reserve, the following amounts:

\$28,692.00	10% Open Space/Recreation Purposes
\$28,692.00	10% Historic Purposes
\$28,692.00	10% Affordable Housing Purposes

or take any other action relating thereto.

Submitted by the Community Preservation Committee

**Explanation:** This is a “clean-up” article to meet the requirement of reserving funds from the CPA FY 2022 Trust Fund distribution. The amount of FY 2022 state reimbursement received by the Town of Mashpee was \$286,926 higher than the initial estimate. We are required to set aside 10% of those excess funds and deposit them into each of the CPA reserves. Funding shall derive from the Community Preservation Budgeted for Appropriation Reserve.

The Community Preservation Committee recommends approval of Article 9 by a vote of 7-0.

**The Board of Selectmen recommends approval of Article 9 by a vote of 5-0**

**The Finance Committee recommends approval of Article 9 by a vote of 7-0**

### **MOTION TO BE MADE BY SELECTMAN O’HARA**

**Motion:** I move that the Town vote to approve Article 9 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”

### **Article 10**

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Affordable Housing Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$50,000 for the purpose of funding the Housing Production Plan, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

**Explanation:** The goal of this project is to update the Town’s Housing Production Plan (HPP) in consideration of the demographic shifts over the past 10 years, changes in population, and added housing stock since 2010. This includes visioning work associated to the update of the Local Comprehensive Plan (LCP) that has not been modified since 1998.

The HPP provides framework to meet the 10% mandate of housing eligible for inclusion on the State’s Subsidized Housing Inventory. An approved Plan also leverages state grant funds.

The total cost of this project is \$50,000. Grant funds would be sought as an offset. Unused funding would be returned to the coffers of the CPA. The update of the Plan is expected to begin in the summer of 2022 with completion in approximately 6 months thereafter.

The Community Preservation Committee recommends approval of Article 10 by a vote of 8-0.

**The Board of Selectmen recommends approval of Article 10 by a vote of 5-0**

**The Finance Committee recommends approval of Article 10 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN SHERMAN**

**Motion:** I move that the Town vote to approve Article 10 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”

## **Article 11**

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Historic Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$19,680 for the purpose of funding the HVAC Unit for the Mashpee One-Room Schoolhouse including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

**Explanation:** The goal of this project is to provide extended access to the One-Room Schoolhouse and to protect, preserve and enhance the property of historical significance. The One-Room Schoolhouse is listed on the National Register and as a Historical Place by the Massachusetts Historical Commission. The schoolhouse is also located in the Mashpee Historic District.

A split HVAC system would control the air quality and temperature of the historic 1831 building. The unit is proposed to blend into the wood beams on the back of the wall with piping to be contained in a false ceiling to maintain the buildings historic appearance. For energy efficiency the heat and air system would operate only when the schoolhouse is in use. With approval the project would be completed in July 2022.

The Community Preservation Committee recommends approval of Article 11 by a vote of 7-0-1.

**The Board of Selectmen recommends approval of Article 11 by a vote of 5-0**

**The Finance Committee recommends approval of Article 11 by a vote of 7-0**

## **MOTION TO BE MADE BY SELECTMAN WEEDEN**

**Motion: I move that the Town vote to approve Article 11 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”**

## **Article 12**

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Historic Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$86,000 for the purpose of funding the Mashpee War Monument Project, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

**Explanation:** The goal of this project remains the same. To honor, recognize and pay tribute to all Veterans from Mashpee to ensure their service and sacrifice to our country is made visible and never forgotten. With CPA funding construction of the monument would begin in the spring of 2022 with completion in early summer and a Town-wide dedication and celebration in the fall of 2022.

The additional funding request would be added to available CPA funding to purchase a solid granite monument shaped in the design of a wave with the Veterans names, conflict and dedication along with medallions depicting the military branches and new Town Seal. Work includes delivery and installation, an electrical and landscape budget as well as project contingency. This will be an everlasting memorial dedicated to honor Mashpee Veterans.



The Community Preservation Committee recommends approval of Article 12 by a vote of 9-0.

**The Board of Selectmen recommends approval of Article 12 by a vote of 5-0**

**The Finance Committee recommends approval of Article 12 by a vote of 7-0**

### **MOTION TO BE MADE BY SELECTMAN GOTTLIEB**

**Motion: I move that the Town vote to approve Article 12 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”**

#### **Article 13**

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Historic Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$42,438 for the purpose of funding the Restoration of Lakewood Cemetery Project, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

**Explanation:** The goal of this project is to ensure the Town-owned cemetery is protected, preserved and restored as necessary to provide dignity and honor. The cemetery is the final resting place of Ezra Jones, a Civil War Veteran. Most of the deceased are English and early settlers dating back to 1805.

The project includes survey work, tree work, stump grinding, fencing, landscaping and gravestone cleaning and repair. With landscape improvements and the cleaning and restoration of the gravestones, the ancient cemetery would be eligible to serve on the National Register of Historic Places.

The Community Preservation Committee recommends approval of Article 13 by a vote of 9-0.

**The Board of Selectmen recommends approval of Article 13 by a vote of 5-0**

**The Finance Committee recommends approval of Article 13 by a vote of 7-0**

### **MOTION TO BE MADE BY SELECTMAN COTTON**

**Motion: I move that the Town vote to approve Article 13 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”**

#### **Article 14**

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Open Space/Recreation Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$18,086 for the purpose of funding the Mashpee Community Garden Expansion Project, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

**Explanation:** The goal of this project is to support the garden expansion by an additional 14 garden plots to meet the gardening demand. CPA funding would support garden bed construction, pathways, additional fencing, expanded irrigation and water service areas to include the construction of demonstration gardens and historic and gardening information. The project would provide continued beautification of Town-owned recreational land and promote Mashpee as a Green Community.

The Community Preservation Committee recommends approval of Article 14 by a vote of 9-0.

**The Board of Selectmen recommends approval of Article 14 by a vote of 5-0**

**The Finance Committee recommends approval of Article 14 by a vote of 7-0**

### **MOTION TO BE MADE BY SELECTMAN O'HARA**

**Motion:** I move that the Town vote to approve Article 14 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."

### **Article 15**

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Affordable Housing Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$168,084 for the purpose of funding the Homeyer Village Roof Replacement Project, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

**Explanation:** The goal of this project is to preserve affordable housing for the senior population residing at the Frank J. Homeyer Village. A new roof is required to preserve and maintain the integrity of the facility. The asphalt roof shingles and other system components are original to the 1990 building. Conditions include worn, brittle, curling and missing roof shingles.

CPA funding at the state-aided senior development would leverage Department of Housing & Community Development (DHCD) funding as well as High Leverage Asset Preservation (HILAP) grant funds for additional capital repairs.

The Community Preservation Committee recommends approval of Article 15 by a vote of 9-0.

**The Board of Selectmen recommends approval of Article 15 by a vote of 5-0**

**The Finance Committee recommends approval of Article 15 by a vote of 7-0**

### **MOTION TO BE MADE BY SELECTMAN SHERMAN**

**Motion:** I move that the Town vote to approve Article 15 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."

## **Article 16**

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund 10% Affordable Housing Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$264,893 for the purpose of funding the Breezy Way Roofs, Siding & Windows Project, including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

**Explanation:** The goal of this project is to provide safe, adequate, and affordable housing to low-income seniors, and families. The Breezy Way units are deemed affordable in perpetuity. Preservation of the facility includes roof replacement, siding and windows, all in disrepair and original to the 1990 building.

All preservation work has been confirmed by the DHCD as an acceptable use of CPA funds. With CPA funding, the Mashpee Housing Authority is eligible to apply for HILAP funds and sustainability funds leveraging multiple grant sources to preserve the buildings for the families residing in this community.

The Community Preservation Committee recommends approval of Article 16 by a vote of 9-0.

**The Board of Selectmen recommends approval of Article 16 by a vote of 5-0**

**The Finance Committee recommends approval of Article 16 by a vote of 7-0**

## **MOTION TO BE MADE BY SELECTMAN WEEDEN**

**Motion: I move that the Town vote to approve Article 16 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”**

## **Article 17**

To see if the Town will vote to appropriate and transfer from the Community Preservation Fund Uncommitted Fund Balance in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$1,709,400 for the purpose of funding the Multi-Purpose Track & Field Stadium Renovation Project including necessary costs and expenses related thereto, as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

**Explanation:** The goal of this project is to sustain the current athletic program at the Mashpee Middle/High School (MMHS) by replacing the track and multi-purpose field in the stadium original to the school's construction in 1996.

Complete reconstruction is necessary. Over the past 25 years the track has been resurfaced. The surface is now defective and it is deteriorating extending into the base and sub-base of the track creating un-safe conditions.

A total of 25 teams, more than 4,500 students use the facility during the fall and spring seasons and it is also used by all MMHS students as part of the gym curriculum. The facility is used and is available for the public during non-school hours. It is expected the field would be available for Mashpee youth sport leagues and/or Recreation Department programs during non-school hours, and would be available for rental by other organizations, subject to scheduled usages.

The total projected cost is \$2,970,350. The total CPA request is \$1,709,400. CPA funding would support general contracting, site preparation/demolition, concrete, track, fencing, walkways/access, site amenities, utilities, site improvements, stadium lighting (LED conversion) and contingency in the amount of 20% due to uncertain economic conditions. Work proposed under the CPA conforms to the mandates of the Community Preservation Act. Improvements to the field will not be CPA funded and that component of the work is included in the Capital Improvement Program (CIP) plan presented as a separate article.

With approvals the project would go to bid in early spring with construction to commence in the Summer of 2022. It is anticipated the majority of work would be completed prior to the onset of the new school year.

The Community Preservation Committee recommends approval of Article 17 by a vote of 8-1.

**The Board of Selectmen recommends approval of Article 17 by a vote of 5-0**

**The Finance Committee recommends approval of Article 17 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN GOTTLIEB**

**Motion: I move that the Town vote to approve Article 17 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”**

#### **Article 18**

To see if the Town will vote to rescind the authority to issue the following un-issued balances of authorized bonds or notes pursuant to the votes adopted under the following articles to the extent not previously exercised, or take any other action relating thereto.

Submitted by the Town Treasurer			
Town Meeting	Article #	Balance	Purpose
October 15, 2018	22	\$ 210,953.75	Pimlico Heights Road Project
May 6, 2019	29	\$ 108,030.00	Leather Leaf Road Project
May 6, 2019	18	\$ 599,277.00	Chapter 90/ 2020

**Explanation:** This article is for the purpose of rescinding loans authorized for capital projects that have been completed. This will enable the Town Accountant to remove the un-issued balances.

**The Board of Selectmen recommends approval of Article 18 by a vote of 5-0**

**The Finance Committee recommends approval of Article 18 by a vote of 7-0**

### **MOTION TO BE MADE BY SELECTMAN COTTON**

**Motion: I move that the Town vote to approve Article 18 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”**

## **Article 19**

To see if the Town will vote to transfer a sum of money, not to exceed \$80,000 from revenue available for appropriation to fund a groundwater infiltration test to quantify the amount of treated wastewater effluent that may safely and responsibly be discharged the Town's wastewater treatment facility, or take any other action relating thereto.

Submitted by the Sewer Commission

**Explanation:** The Town has a groundwater discharge permit that limits effluent disposal to 120,000 gallons per day, an amount sufficient for the wastewater being collected and treated under Phase 1 of the Clean Water Plan but well under the future needs of the town. A new hydraulic study will be used to determine the amount of highly treated effluent that may be discharged at the site without having impacts on surrounding developments and adjacent water resources.

**The Board of Selectmen recommends approval of Article 19 by a vote of 5-0**

**The Finance Committee recommends approval of Article 19 by a vote of 7-0**

## **MOTION TO BE MADE BY SELECTMAN O'HARA**

**Motion:** I move that the Town vote to approve Article 19 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."

## **Article 20**

To see if the Town will vote to appropriate and transfer the sum of \$450,000 from revenue available for appropriation to fund Santuit Pond Resiliency Projects: stormwater improvements and nutrient inactivation, or take any other action relating thereto.

Submitted by the Department of Natural Resources

**Explanation:** This article is necessary to continue efforts to address nutrient pollution and enhance resilience in Santuit Pond. These funds would provide local match to leverage additional grant funding available through the Massachusetts Municipal Vulnerability Program (MVP) for the design and construction of stormwater improvements within the Santuit Pond watershed. These funds will also be used to study the feasibility towards implementation of an Aluminum Sulfate nutrient inactivation treatment within the pond to treat excess phosphorus and symptoms of eutrophication i.e. excess harmful cyanobacteria blooms. Aluminum Sulfate was previously determined to be a method of choice in the AECOM Santuit Pond Diagnostic Study est. 2010 to reduce the internal load of phosphorus within the Pond.

**The Board of Selectmen recommends approval of Article 20 by a vote of 5-0**

**The Finance Committee recommends approval of Article 20 by a vote of 7-0**

## MOTION TO BE MADE BY SELECTMAN SHERMAN

**Motion:** I move that the Town vote to approve Article 20 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”

### Article 21

To see if the Town will vote to appropriate and transfer the sum of **\$253,500** from revenue available for appropriation to cover costs associated with identified priority restoration projects in the Town of Mashpee, including improvements to fish passage on Johns Pond and Mashpee Pond, improvements to storm water runoff treatment at Mashpee Neck Rd for water quality, and replacement of the culvert at Red Brook.

**Explanation:** The Cape Cod Water Resources Restoration Project (CCWRRP) is a partnership of federal, state and local agencies as well as all 15 Cape Cod Towns and the USDA’s Natural Resource Conservation Service (NRCS) started in 2010. The collective goal of this partnership was to identify priority restoration projects throughout Cape Cod in the interest of improving diadromous fish passage, restoration of salt marsh systems and remediation of storm water runoff to improve water quality and protect shellfish beds. An estimated \$30 million dollars is available for funding on 76 identified restoration sites throughout the Cape. The Town is required to provide a 25% match of estimated construction costs plus monies for permitting for these funded projects, including the following:

*Johns Pond Spillway and Fish Ladder:* The existing fish ladder and spillway experience substantial and consistent sediment and debris loading from the pond, impacting fish passage and requiring frequent maintenance including annual dredging with heavy machinery. The upstream and downstream channel embankments are severely degraded, resulting in constant erosion and filling in of the stream channel. Design improvements to reduce sediment loading and rebuild/regrade up and downstream embankments to address erosion issues. ***Total estimated construction cost: \$330,000. Town Match = \$89,000***

*Mashpee Pond Outlet:* Similar to the issues at the Johns Pond fish ladder, the Mashpee River outlet experiences frequent sediment loading from Mashpee Pond. The immediate downstream embankments are being filled in with sediment, requiring annual dredging and frequent maintenance. The downstream embankments are being undercut and eroded. A previous bank erosion control effort from the mid-90s has deteriorated along this stretch of the upper Mashpee River, resulting in a widening of the river, which when combined with sediment loading, creates shallow areas of stream bed, causing issues for fish passage. Design improvements to address sediment loading into the water control outlet structure and fortification/rebuilding of riverbanks to prevent erosion and increase channel depth for fish passage. ***Total estimated construction cost: \$278,000. Town Match = \$75,000***

*Mashpee Neck Storm Water Improvements:* CCWRRP funded installation of drainage improvements on Mashpee Neck Road in 2011/2012 to address water quality issues in Shoestring Bay that was impacting shellfish beds. Subsequent testing has found that additional improvements are needed immediately adjacent to the Town’s boat ramp (Edward A. Baker Boat Ramp at Pirate’s Cove) to capture and provide additional treatment of the storm water. ***Total estimated construction cost: \$104,000. Town Match = \$28,000***

This article is also requesting funding for design for the replacement of the Red Brook Road Culvert. The culvert includes a water control structure for the adjacent abandoned cranberry bog. This structure is classified as a significant hazard dam by the MA Office of Dam Safety and inspection has found it to be in poor condition. The dam is owned jointly by the Towns of Mashpee and Falmouth and the towns are currently working with the MA Division of Ecological Restoration on conceptual design plans for replacement of the culvert. The design would include improvements to water quality, provision of fish passage, and elimination of flooding on Red Brook Road. Funding is needed for final design and permitting. These costs would be split with the Town of Falmouth. The towns will be applying for grants to assist with design and construction; if successful, these funds could be used instead as any required local match. ***Total estimated design cost: \$123,000. Town Share = \$61,500***

Submitted by the Conservation Commission

**The Board of Selectmen recommends approval of Article 21 by a vote of 5-0**

**The Finance Committee recommends approval of Article 21 by a vote of 7-0**

### **MOTION TO BE MADE BY SELECTMAN WEEDEN**

**Motion: I move that the Town vote to approve Article 21 as printed in the Warrant.**

#### **Article 22**

To see if the Town will vote to appropriate and transfer the sum of **\$35,000** from revenue available for appropriation for the planning, permitting, treatment and eradication of invasive milfoil on Johns Pond and Santuit Pond, or take any other action relating thereto.

Submitted by the Conservation Commission

#### **Explanation:**

**Johns Pond-** Milfoil is a well-documented invasive aquatic weed that can spread rapidly and out-compete native species, resulting in loss of native aquatic habitat and adversely impacting recreational opportunities. In the summer of 2021, invasive milfoil was detected by residents on Johns Pond and reported to the Conservation Department and Department of Natural Resources. Subsequent to this, the town appropriated emergency funding to engage a contractor and secured wetland permits to conduct a pond-wide survey and treatment of milfoil using a state approved aquatic herbicide. A total of 8 acres of Johns Pond was identified for milfoil infestation and subsequently treated. A summary report and post treatment survey on the pond revealed that most, if not all of the milfoil has been successfully eradicated; however, as is the case when dealing with invasive species, a follow up survey for the next growing season is recommended to ensure complete eradication. The contractor hired to conduct this work (*Water and Wetlands LLC*) recommends budgeting approximately \$5,500 to cover the costs of a follow up pond-wide survey in the late spring/early summer of 2022 to check for any remaining areas of milfoil infestation. This estimate also includes potential treatment of any detected areas. I recommend an additional \$1,000 for any contingencies, bringing the total amount of requested funding to **\$6,500**. Ideally, no detections will be found and funding for treatment will not be needed; however, until a follow up survey is conducted, this is an unknown. **Santuit Pond:** In the late fall of 2021, The Department of Natural Resources discovered invasive milfoil infestation in Santuit Pond. Preliminary observations using GPS tracking indicate roughly 6+ acres of pond area that are currently infested with milfoil. Funding will be needed to pay a qualified contractor to conduct a full pond-wide survey and subsequent treatment of milfoil based on survey results. Using the costs of milfoil surveying, permitting and eradication on Johns Pond as a reference, funding in the amount of **\$28,500** is requested to cover all estimated costs for eradication of invasive milfoil (including permitting, surveying, treatment(s) and contingency costs)

The Board of Selectmen recommends approval of Article 22 by a vote of 5-0

The Finance Committee recommends approval of Article 22 by a vote of 7-0

**MOTION TO BE MADE BY SELECTMAN GOTTLIEB**

**Motion:** I move that the Town vote to approve Article 22 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”

**THIS CONCLUDES THE BUSINESS OF THE SPECIAL TOWN MEETING**

And you are hereby directed to serve this Warrant by posting up attested copies thereof, one at the Town Hall, one at the Post Office, and one each on the bulletin boards, thirty days at least before said meeting.

Hereof fail not and make return of this Warrant with your doings thereon to the Town Clerk at the time and place of said meeting.

Given under our hands this 21st day of March in the year two thousand and twenty two.

Per Order of,  
**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  
Mashpee High School  
500 Old Barnstable Road  
Mashpee, MA 02649  
Annual Town Meeting  
Monday, May 2, 2022**

Barnstable, ss:

Greetings to the Constables of the Town,

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and summon the inhabitants of the Town of Mashpee who are qualified to vote in the elections to meet at the Mashpee High School on Monday, the 2nd day of May, 2022 at 7:00 p.m. for the following purposes:

To act on the articles contained in the following Warrant:

**MOTION TO BE MADE BY SELECTMAN COTTON**

**Motion: I move that the Town vote to dispense with the reading of the Annual Town Meeting warrant articles.**

**Article 1**

To see if the Town will vote to accept the reports of the Town officers, or take any other action relating thereto.

Submitted by the Board of Selectmen

**Explanation:** The 2021 Annual Town Report in which the reports of Town officers are presented is available at the Town Meeting and at the Town Hall.

**The Board of Selectmen recommends approval of Article 1 by a vote of 5-0**

**The Finance Committee recommends approval of Article 1 by a vote of 6-0**

**MOTION TO BE MADE BY SELECTMAN O'HARA**

**Motion: I move that the Town vote to approve Article 1 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."**

## **Article 2**

To see if the Town will vote to fix the salaries of the following elected officers as provided in Chapter 41, Section 108, of the Massachusetts General Laws for the period of July 1, 2022 to June 30, 2023, and further, to see if the Town will vote to appropriate, raise, and/or transfer a sum of money to defray the Town's expenses for the ensuing fiscal year, according to the following line item budget, with the maximum amount to be appropriated as shown in the column entitled "FY 2023 Department Request" (see Omnibus Budget), or take any other action relating thereto.

Submitted by the Board of Selectmen

**Explanation:** This article seeks to fund the annual operating budgets for the various Town Departments.

**The Board of Selectmen recommends approval of Article 2 by a vote of 5-0**

**The Finance Committee recommends approval of Article 2 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN SHERMAN**

I move the Town vote to fix the salaries of the elected officers as specified under the columns entitled "Town Manager Recommendation": in line items 2 and 24 of the "Omnibus Budget" as distributed to voters at the Town Meeting and further the Town defray the expenses for the ensuing fiscal year by appropriation, those amounts shown under columns entitled "Town Manager Recommendation" and that to fund said appropriation, the Town raise and appropriate \$61,539,964; and further appropriate and transfer from the Ambulance Receipts Reserved for Appropriation Account \$450,000 to line item 40, \$50,000 to line item 41, \$120,000 to line item 71 and \$12,000 to line item 73; appropriate and transfer from the Shellfish Receipts Reserved for Appropriation Account \$25,000 to line item 32; appropriate and transfer from the Waterways Improvement Fund \$38,000 to line item 31; appropriate and transfer from the Cemetery Receipts Reserved for Appropriation Account \$15,000 to line item 54; appropriate and transfer from the Street Betterment Receipts Reserved for Appropriation Account \$380,000 to line item 71, \$78,725 to line item 73 and \$22,875 to line item 75; appropriate and transfer from the Septic Betterment Receipts Reserved for Appropriation Account \$18,797 to line item 71, \$14,510 to line item 56; and appropriate and transfer from the Community Preservation Act Fund \$250,000 to line item 71, and \$16,500 to line item 73; and appropriate and transfer from Revenue Available for Appropriation \$1,500,000 to line item 79.

DEPARTMENT		FY 2022 BUDGET	FY 2023 DEPARTMENT REQUEST	FY 2023 FINANCE COMMITTEE RECOMMEND	FY 2023 TOWN MGR RECOMMEND
<b>MODERATOR</b>					
SALARY	1	200	200	200	200
<b>TOTAL</b>		<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>
<b>SELECTMEN</b>					
SALARY-ELECTED	2	15,500	15,500	15,500	15,500
SALARY/WAGE	3	411,950	459,755	436,055	436,055
EXPENSE	4	38,500	38,500	38,500	38,500
LEG/ENG/CONSULTING	5	385,000	385,000	385,000	385,000
<b>TOTAL</b>		<b>850,950</b>	<b>898,755</b>	<b>875,055</b>	<b>875,055</b>
<b>FINANCE COMMITTEE</b>					
RESERVE FUND	6	87,700	100,000	100,000	100,000
EXPENSE	7	70,000	75,000	75,000	75,000
<b>TOTAL</b>		<b>157,700</b>	<b>175,000</b>	<b>175,000</b>	<b>175,000</b>
<b>TOWN ACCOUNTANT</b>					
SALARY/WAGE	8	300,236	328,535	304,765	304,765
EXPENSE	9	2,675	3,175	3,175	3,175
<b>TOTAL</b>		<b>302,911</b>	<b>331,710</b>	<b>307,940</b>	<b>307,940</b>
<b>ASSESSORS</b>					
SALARY-APPOINTED	10	3,000	3,000	3,000	3,000
SALARY/WAGE	11	310,995	291,528	266,788	266,788
EXPENSE	12	6,400	6,000	6,000	6,000
<b>TOTAL</b>		<b>320,395</b>	<b>300,528</b>	<b>275,788</b>	<b>275,788</b>
<b>TREASURER/TAX COLLECTOR</b>					
SALARY/WAGE	13	264,972	274,760	274,760	274,760
EXPENSE	14	48,900	47,400	47,400	47,400
DEBT SERVICE	15	2,500	2,500	2,500	2,500
FORECLOSURE	16	12,000	12,000	12,000	12,000
<b>TOTAL</b>		<b>328,372</b>	<b>336,660</b>	<b>336,660</b>	<b>336,660</b>
<b>HUMAN RESOURCES</b>					
SALARY/WAGE	17	387,660	436,813	436,813	436,813
EXPENSE	18	113,519	112,837	100,637	100,637
<b>TOTAL</b>		<b>501,179</b>	<b>549,650</b>	<b>537,450</b>	<b>537,450</b>

DEPARTMENT		FY 2022 BUDGET	FY 2023 DEPARTMENT REQUEST	FY 2023 FINANCE COMMITTEE RECOMMEND	FY 2023 TOWN MGR RECOMMEND
<b>INFORMATION TECHNOLOGY</b>					
SALARY/WAGE	19	374,048	389,985	389,985	389,985
EXPENSE	20	314,328	329,882	321,756	321,756
EQUIPMENT REPLACEMENT	21	27,000	27,000	27,000	27,000
<b>TOTAL</b>		<b>715,376</b>	<b>746,867</b>	<b>738,741</b>	<b>738,741</b>
<b>TOWN CLERK</b>					
SALARY-ELECTED	22	93,355	98,890	98,890	98,890
SALARY/WAGE	23	105,251	108,890	108,890	108,890
EXPENSE	24	9,175	8,875	8,875	8,875
<b>TOTAL</b>		<b>207,781</b>	<b>216,655</b>	<b>216,655</b>	<b>216,655</b>
<b>ELECTIONS &amp; REGISTRATIONS</b>					
SALARY/WAGE	25	63,095	66,486	66,486	66,486
EXPENSE	26	23,000	27,200	27,200	27,200
<b>TOTAL</b>		<b>86,095</b>	<b>93,686</b>	<b>93,686</b>	<b>93,686</b>
<b>CONSERVATION</b>					
SALARY/WAGE	27	228,350	220,561	220,561	220,561
EXPENSE	28	5,336	5,824	5,824	5,824
HERRING EXPENSE	29	500	500	500	500
<b>TOTAL</b>		<b>234,186</b>	<b>226,885</b>	<b>226,885</b>	<b>226,885</b>
<b>NATURAL RESOURCES</b>					
SALARY/WAGE	30	508,932	643,420	643,420	643,420
EXPENSE	31	132,840	195,960	189,710	189,710
PROPAGATION	32	135,000	240,650	240,650	240,650
<b>TOTAL</b>		<b>776,772</b>	<b>1,080,030</b>	<b>1,073,780</b>	<b>1,073,780</b>
<b>PLANNING BOARD</b>					
EXPENSE	33	1,125	11,125	11,125	11,125
<b>TOTAL</b>		<b>1,125</b>	<b>11,125</b>	<b>11,125</b>	<b>11,125</b>
<b>PLANNING DEPARTMENT</b>					
SALARY/WAGE	34	142,730	152,930	152,930	152,930
EXPENSE	35	4,125	4,125	4,125	4,125
<b>TOTAL</b>		<b>146,855</b>	<b>157,055</b>	<b>157,055</b>	<b>157,055</b>
<b>TOWN HALL</b>					
EXPENSE	36	282,000	282,000	282,000	282,000
<b>TOTAL</b>		<b>282,000</b>	<b>282,000</b>	<b>282,000</b>	<b>282,000</b>

DEPARTMENT		FY 2022 BUDGET	FY 2023 DEPARTMENT REQUEST	FY 2023 FINANCE COMMITTEE RECOMMEND	FY 2023 TOWN MGR RECOMMEND
<b>POLICE</b>					
SALARY/WAGE	37	4,404,421	4,610,509	4,610,509	4,610,509
EXPENSE	38	317,681	317,681	317,681	317,681
DISPATCHERS SALARY/WAGE	39	548,095	571,660	571,660	571,660
<b>TOTAL</b>		<b>5,270,197</b>	<b>5,499,850</b>	<b>5,499,850</b>	<b>5,499,850</b>
<b>FIRE</b>					
SALARY/WAGE	40	4,158,990	4,347,867	4,347,867	4,347,867
EXPENSE	41	507,723	521,018	514,693	514,693
<b>TOTAL</b>		<b>4,666,713</b>	<b>4,868,885</b>	<b>4,862,560</b>	<b>4,862,560</b>
<b>BUILDING INSPECTOR</b>					
SALARY/WAGE	42	332,993	350,826	341,776	341,776
EXPENSE	43	29,375	32,070	32,070	32,070
<b>TOTAL</b>		<b>362,368</b>	<b>382,896</b>	<b>373,846</b>	<b>373,846</b>
<b>TREE WARDEN</b>					
EXPENSE	44	-	-	-	-
<b>TOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SCHOOL</b>					
BUDGET	45	23,299,435	24,003,261	23,402,261	23,402,261
<b>TOTAL</b>		<b>23,299,435</b>	<b>24,003,261</b>	<b>23,402,261</b>	<b>23,402,261</b>
<b>DPW</b>					
SALARY/WAGE	46	2,756,526	2,827,614	2,827,614	2,827,614
EXPENSE	47	965,420	1,098,985	1,098,985	1,098,985
BUILDINGS & GROUNDS	48	1,300,311	1,440,481	1,440,481	1,440,481
<b>TOTAL</b>		<b>5,022,257</b>	<b>5,367,080</b>	<b>5,367,080</b>	<b>5,367,080</b>
<b>SNOW &amp; ICE</b>					
EXPENSE	49	116,570	116,570	116,570	116,570
<b>TOTAL</b>		<b>116,570</b>	<b>116,570</b>	<b>116,570</b>	<b>116,570</b>
<b>STREET LIGHTING</b>					
EXPENSE	50	22,000	22,000	22,000	22,000
<b>TOTAL</b>		<b>22,000</b>	<b>22,000</b>	<b>22,000</b>	<b>22,000</b>
<b>TRANSFER STATION</b>					
EXPENSE	51	1,078,249	1,120,062	1,120,062	1,120,062
<b>TOTAL</b>		<b>1,078,249</b>	<b>1,120,062</b>	<b>1,120,062</b>	<b>1,120,062</b>

DEPARTMENT		FY 2022 BUDGET	FY 2023 DEPARTMENT REQUEST	FY 2023 FINANCE COMMITTEE RECOMMEND	FY 2023 TOWN MGR RECOMMEND
<b>WASTEWATER</b>					
SALARY	52	111,265	119,139	119,139	119,139
EXPENSE	53	-	13,450	13,450	13,450
<b>TOTAL</b>		<b>111,265</b>	<b>132,589</b>	<b>132,589</b>	<b>132,589</b>
<b>CEMETERY</b>					
EXPENSE	54	15,000	15,000	15,000	15,000
<b>TOTAL</b>		<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>
<b>HEALTH</b>					
SALARY-APPOINTED	55	3,000	3,000	3,000	3,000
SALARY/WAGE	56	321,105	309,339	309,339	309,339
EXPENSE	57	63,040	63,540	63,540	63,540
<b>TOTAL</b>		<b>387,145</b>	<b>375,879</b>	<b>375,879</b>	<b>375,879</b>
<b>COUNCIL ON AGING</b>					
SALARY/WAGE	58	264,680	278,845	270,485	270,485
EXPENSE	59	43,627	45,973	45,973	45,973
<b>TOTAL</b>		<b>308,307</b>	<b>324,818</b>	<b>316,458</b>	<b>316,458</b>
<b>VETERANS</b>					
EXPENSE	60	121,000	110,000	110,000	110,000
MEMBERSHIP	61	41,500	45,650	45,650	45,650
<b>TOTAL</b>		<b>162,500</b>	<b>155,650</b>	<b>155,650</b>	<b>155,650</b>
<b>HUMAN SERVICES</b>					
SALARY/WAGE	62	85,601	91,228	91,228	91,228
EXPENSE	63	51,910	51,910	51,910	51,910
<b>TOTAL</b>		<b>137,511</b>	<b>143,138</b>	<b>143,138</b>	<b>143,138</b>
<b>LIBRARY</b>					
SALARY/WAGE	64	529,898	554,725	554,725	554,725
EXPENSE	65	193,467	208,624	208,624	208,624
<b>TOTAL</b>		<b>723,365</b>	<b>763,349</b>	<b>763,349</b>	<b>763,349</b>
<b>RECREATION</b>					
SALARY/WAGE	66	296,871	317,433	317,433	317,433
EXPENSE	67	32,125	30,875	30,875	30,875
<b>TOTAL</b>		<b>328,996</b>	<b>348,308</b>	<b>348,308</b>	<b>348,308</b>

DEPARTMENT		FY 2022 BUDGET	FY 2023 DEPARTMENT REQUEST	FY 2023 FINANCE COMMITTEE RECOMMEND	FY 2023 TOWN MGR RECOMMEND
<b>HISTORICAL</b>					
TEMP WAGE	68	9,000	10,000	10,000	10,000
EXPENSE	69	6,830	6,830	6,830	6,830
<b>TOTAL</b>		<b>15,830</b>	<b>16,830</b>	<b>16,830</b>	<b>16,830</b>
<b>CULTURAL COUNCIL</b>					
EXPENSE	70	90	90	90	90
<b>TOTAL</b>		<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>
<b>PRINCIPAL INSIDE 2 1/2</b>	<b>71</b>	<b>1,173,797</b>	<b>978,800</b>	<b>978,800</b>	<b>978,800</b>
<b>PRINCIPAL OUTSIDE 2 1/2</b>	<b>72</b>	<b>805,000</b>	<b>795,000</b>	<b>795,000</b>	<b>795,000</b>
<b>INTEREST INSIDE 2 1/2</b>	<b>73</b>	<b>209,138</b>	<b>170,040</b>	<b>170,040</b>	<b>170,040</b>
<b>INTEREST OUTSIDE 2 1/2</b>	<b>74</b>	<b>261,125</b>	<b>232,975</b>	<b>232,975</b>	<b>232,975</b>
Principal & Interest					
<b>TEMP BORROW INSIDE 2 1/2</b>	<b>75</b>	<b>117,280</b>	<b>22,875</b>	<b>22,875</b>	<b>22,875</b>
Principal & Interest					
<b>TEMP BORROW OUTSIDE 2 1/2</b>	<b>76</b>	<b>13,970</b>	<b>31,000</b>	<b>31,000</b>	<b>31,000</b>
<b>RETIREMENT EXPENSE</b>	<b>77</b>	<b>3,704,763</b>	<b>4,062,220</b>	<b>4,062,220</b>	<b>4,062,220</b>
<b>UNEMPLOYMENT</b>	<b>78</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>
<b>MEDICAL INSURANCE</b>	<b>79</b>	<b>7,543,742</b>	<b>8,731,590</b>	<b>8,251,590</b>	<b>8,251,590</b>
<b>GROUP INSURANCE</b>	<b>80</b>	<b>15,845</b>	<b>15,845</b>	<b>15,845</b>	<b>15,845</b>
<b>MEDICARE</b>	<b>81</b>	<b>485,155</b>	<b>533,671</b>	<b>533,671</b>	<b>533,671</b>
<b>TOWN INSURANCE</b>	<b>82</b>	<b>946,520</b>	<b>1,057,815</b>	<b>1,057,815</b>	<b>1,057,815</b>
<b>TOTAL</b>		<b>62,256,030</b>	<b>65,734,892</b>	<b>64,531,371</b>	<b>64,531,371</b>

### Article 3

To see if the Town will vote to appropriate and transfer the sum of \$1,385,740 from available funds to various department Capital Accounts, as specified in the chart accompanying this Article, or take any other action relating thereto.

Submitted by the Board of Selectmen

FISCAL YEAR 2023 CAPITAL IMPROVEMENT PROGRAM		
REQUESTS BY DEPARTMENT	FY 2023 CIP COMMITTEE RECOMMENDATIONS	FY 2023 TOWN MANAGER RECOMMENDATIONS
<b>DPW</b>		
Replace 2014 Ford F550	\$ 110,000	\$ 110,000
Replace 2017 John Deere Tractor	\$ 63,500	\$ 63,500
Replace 2002 Evaco Trailer	\$ 35,000	\$ 35,000
Replace 1997 CAT ITG Loader (Year 1 of 3)	\$ 80,000	\$ 80,000
<b>Total DPW</b>	<b>\$ 288,500</b>	<b>\$ 288,500</b>
<b>FIRE</b>		
Purchase 2 Vehicles (Chief 371/Inspector 373)	\$ 130,000	\$ 130,000
Replace SCBA Compressor & Fill Station	\$ 85,000	\$ 85,000
<b>Total Fire</b>	<b>\$ 215,000</b>	<b>\$ 215,000</b>
<b>INFORMATION TECHNOLOGY</b>		
VMWare Server - Town Hall	\$ 50,000	\$ 50,000
<b>Total Information Technology</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>
<b>NATURAL RESOURCES</b>		
Replace Trucks	\$ 90,200	\$ 90,200
Water Quality Sonde Replacements (3 @\$30,000)	\$ 90,000	\$ 90,000
<b>Total Natural Resources</b>	<b>\$ 180,200</b>	<b>\$ 180,200</b>
<b>PLANNING &amp; CONSTRUCTION</b>		
Flooring Replacement	\$ 89,640	\$ 89,640
MMHS Gymnasium Upgrades	\$ 75,000	\$ 75,000
Quashnet Gymnasium Upgrades	\$ 155,000	\$ 155,000
<b>Total Planning &amp; Construction</b>	<b>\$ 319,640</b>	<b>\$ 319,640</b>
<b>POLICE</b>		
10 Police Vehicles (Year 3 of 3)	\$ 156,000	\$ 156,000
4 Police Vehicles (Year 2 of 3)	\$ 56,000	\$ 56,000
<b>Total Police</b>	<b>\$ 212,000</b>	<b>\$ 212,000</b>



FISCAL YEAR 2023 CAPITAL IMPROVEMENT PROGRAM (CONTINUED)		
REQUESTS BY DEPARTMENT	FY 2023 CIP COMMITTEE RECOMMENDATIONS	FY 2023 TOWN MANAGER RECOMMENDATIONS
<b>SCHOOL</b>		
Kitchen Equipment Upgrades	\$ 25,000	\$ 25,000
Chromebook Leases	\$ 45,000	\$ 45,000
Interactive Board Systems in Classrooms	\$ 25,000	\$ 25,000
IPAD Replacement	\$ 25,400	\$ 25,400
<b>Total School</b>	<b>\$ 120,400</b>	<b>\$ 120,400</b>
<b>TOTAL ALL DEPARTMENTS</b>	<b>\$ 1,385,740</b>	<b>\$ 1,385,740</b>

**Explanation:** This article is to appropriate and transfer \$1,385,740 from the Capital Stabilization Fund for the FY 2023 capital budget. This article requires a 2/3rd vote.

The Board of Selectmen recommends approval of Article 3 by a vote of 5-0

The Finance Committee recommends approval of Article 3 by a vote of 6-0

#### **MOTION TO BE MADE BY SELECTMAN WEEDEN**

**Motion:** I move that the Town vote to appropriate and transfer the sum of \$1,385,740 from the Capital Stabilization Fund to various department Capital Accounts, as specified in the chart accompanying this Article.

#### **Article 4**

To see if the Town will vote to approve the annual regional school district budget for the Cape Cod Regional Technical High School District for the fiscal year beginning July 1, 2022, in the amount of \$16,127,000 and further, to see if the Town will vote to raise and appropriate the sum of \$1,011,446 to meet its share of the cost of operation and maintenance of the Cape Cod Regional Technical High School District for the fiscal year beginning July 1, 2022, or take any other action relating thereto.

Submitted by the Board of Selectmen

**Explanation:** Mashpee's share of the Cape Cod Regional Technical High School budget is \$1,011,446. There are currently 44 students from Mashpee at the Cape Cod Regional Technical High School, an increase of 4 students is projected for fiscal year 2023.

The Board of Selectmen recommends approval of Article 4 by a vote of 5-0

The Finance Committee recommends approval of Article 4 by a vote of 6-0

#### **MOTION TO BE MADE BY SELECTMAN GOTTLIEB**

**Motion:** I move that the Town vote to approve Article 4 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."

## **Article 5**

To see if the Town will vote to approve the regional school district debt assessment for the Cape Cod Regional Technical High School District Building Project for the fiscal year beginning July 1, 2022, in the amount of \$6,081,325, and further, to see if the Town will vote to raise and appropriate the sum of \$473,869 to meet its share of the cost of debt for the Cape Cod Regional Technical High School District Building Project for the fiscal year beginning July 1, 2022, or take any other action relating thereto.

Submitted by the Board of Selectmen

**Explanation:** Mashpee's share of the Cape Cod Regional Technical High School debt for the Cape Cod Regional Technical High School Building Project for Fiscal Year 2023 is \$473,869.

**The Board of Selectmen recommends approval of Article 5 by a vote of 5-0**

**The Finance Committee recommends approval of Article 5 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN COTTON**

**Motion:** I move that the Town vote to approve Article 5 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."

## **Article 6**

To see if the Town will vote to appropriate and transfer the sum of \$250,000 from revenue available for appropriation to the Other Postemployment Benefits Irrevocable Trust Fund, or take any other action relating thereto.

Submitted by the Board of Selectmen

**Explanation:** This article will add funds to the OPEB Irrevocable Trust Fund which was established in FY 2013 to assist the Town with meeting its potential post-employment benefits obligation.

**The Board of Selectmen recommends approval of Article 6 by a vote of 5-0**

**The Finance Committee recommends approval of Article 6 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN O'HARA**

**Motion:** I move that the Town vote to approve Article 6 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."

## **Article 7**

To see if the Town will vote to amend Article XVI, §174-91 of the Zoning Bylaws by substituting the term "Select Board" for "Board of Selectmen", and further, by deleting the terms "Board of Selectmen" and "Selectmen" in every other instance in which they appear in the Zoning Bylaw and inserting in their place the words "Select Board", or take any other action relating thereto.

Submitted by the Board of Selectmen

**Explanation:** This is a “housekeeping” article that would delete all references to “Board of Selectmen” or “Selectmen” in the Zoning Bylaw and replace said references with “Select Board”, consistent with Town Meeting’s approval of such an amendment to the General Bylaws pursuant to its vote under Article 1 of the October 18, 2021 Town Meeting.

**The Board of Selectmen recommends approval of Article 7 by a vote of 5-0**

**The Finance Committee recommends approval of Article 7 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN SHERMAN**

**Motion:** I move that the Town vote to approve Article 7 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”

### **Article 8**

To see if the Town will vote to authorize the Board of Selectmen and the Conservation Commission to convey 2,940 square feet of land under the care and custody of the Town of Mashpee Conservation Commission, which land is a portion of a parcel identified as Mashpee Assessor’s Parcel 30-19-0 and referenced at the Barnstable County Registry of Deeds at Book 3435, Page 86, and to accept the conveyance of 2,940 square feet of land from Jacques Fresco and Rosalie Fresco, which land is a portion of a lot identified as 3 Santuit Lane, Mashpee Assessor’s Parcel 30-20-0 and referenced at the Barnstable County Registry of Deeds in Book 2879, Page 172, and to accept such land into the care and custody of the Mashpee Conservation Commission, for purposes of curing an encroachment upon Town-owned land, all as shown on a plan of land on file at the Office of the Town Clerk, and further to authorize the Board of Selectmen and the Conservation Commission to file a petition with the General Court under Article 97 of the Declaration of Rights for the purposes of this article, or take any other action relating thereto.

SEE MAP IN APPENDIX A

Submitted by the Board of Selectmen and the Conservation Commission

**Explanation:** This Article will remedy an encroachment on Town owned land at 3 Santuit Lane by a land swap between the owners and the Town.

**The Board of Selectmen recommends approval of Article 8 by a vote of 5-0**

**The Finance Committee recommends approval of Article 8 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN WEEDEN**

**Motion:** I move that the Town vote to approve Article 8 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”

## Article 9

To see if the Town will vote to authorize the total expenditures for the following revolving funds pursuant to G.L. Ch. 44 Section 53E ½ for the fiscal year beginning July 1, 2022 to be expended in accordance with the Bylaw establishing said revolving funds, heretofore approved, or take any other action relating thereto.

FUND	FY 2023 AUTHORIZATION
RECREATION	\$580,000
LIBRARY	\$20,000
SENIOR CENTER	\$15,000
HISTORICAL COMMISSION	\$2,500

Submitted by the Finance Director

**Explanation:** This article establishes the FY 2023 expenditure limits for departmental revolving funds.

**The Board of Selectmen recommends approval of Article 9 by a vote of 5-0**

**The Finance Committee recommends approval of Article 9 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN GOTTLIEB**

**Motion:** I move that the Town vote to approve Article 9 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”

## Article 10

To see if the Town will vote to appropriate and transfer the sum of \$250,000 from revenue available for appropriation, to be deposited into special injury leave indemnity fund, (Injured on Duty Fund), in accordance with the provisions of General Law Chapter 41, Section 111F for the purposes of funding injury leave compensation or medical bills incurred under said law, or take any other action relating thereto.

Submitted by the Finance Director

**Explanation:** This article would deposit \$250,000 into the special injury leave indemnity fund (Injured on Duty Fund).

**The Board of Selectmen recommends approval of Article 10 by a vote of 5-0**

**The Finance Committee recommends approval of Article 10 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN COTTON**

**Motion:** I move that the Town vote to approve Article 10 as printed in the Warrant, with the exception of the phrase “or take any other action relating thereto.”

## **Article 11**

To see if the Town will vote to appropriate \$522,112 to establish a budget for the PEG Access and Cable Related fund for fiscal year 2023, with said appropriation to be funded through the current balance of the fund, or take any other action relating thereto.

Submitted by the Finance Director

**Explanation:** The Department of Revenue now requires the Town to vote a yearly budget based on estimated expenditures from the fund for the next fiscal year. The total budget voted may not exceed the current balance within the fund.

**The Board of Selectmen recommends approval of Article 11 by a vote of 5-0**

**The Finance Committee recommends approval of Article 11 by a vote of 5-0-1 (abstention)**

## **MOTION TO BE MADE BY SELECTMAN O'HARA**

**Motion:** I move that the Town vote to approve Article 11 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."

## **Article 12**

To see if the Town will vote to appropriate and transfer the sum of \$14,712.00 from the Ambulance Receipts Account to the Fire Department Expense Account, or take any other action related thereto.

Submitted by the Fire Department

**Explanation:** This article is to use Ambulance Receipts funds for the purchase of three (3) ProCare Stair Chairs (1 for each ambulance) used to move patients from their home to an ambulance.

**The Board of Selectmen recommends approval of Article 12 by a vote of 5-0**

**The Finance Committee recommends approval of Article 12 by a vote of 6-0**

## **MOTION TO BE MADE BY SELECTMAN SHERMAN**

**Motion:** I move that the Town vote to approve Article 12 as printed in the Warrant, with the exception of the phrase "or take any other action related thereto."

## **Article 13**

To see if the Town will vote to authorize the creation of four (4) additional positions within the Fire Department for full-time firefighters, contingent upon the receipt of the Federal Staffing for Adequate Fire and Emergency Response (SAFER) Grant, with said positions to be classified under the Mashpee Permanent Firefighters Association Local 2519, effective July 1, 2022, and further to authorize the Town Manager and/or Select Board to file any applications and/or take whatever other action may be necessary to secure said federal SAFER grant funds, or take any other action relating thereto.

Submitted by the Fire Department

**Explanation:** This article would authorize the creation of employment positions for and the hiring of four (4) additional Firefighters funded for three years by the Federal Staffing for Adequate Fire and Emergency Response Grants (SAFER) Grant. The SAFER Grant program was created to provide funding directly to fire departments to help them increase or maintain the number of trained, "front line" firefighters available in their communities. These positions will only be created if the Federal SAFER Grant is approved. The increase in staff would ensure that the Town is meeting applicable NFPA staffing and deployment standards. The Town of Mashpee would be responsible for all salaries and expenses after three years or upon the expiration of the Federal SAFER Grant funds.

**The Board of Selectmen recommends approval of Article 13 by a vote of 5-0**

**The Finance Committee recommends approval of Article 13 by a vote of 6-0**

#### **MOTION TO BE MADE BY SELECTMAN WEEDEN**

**Motion: I move that the Town vote to approve Article 13 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."**

#### **Article 14**

To see if the Town will vote to raise, borrow or transfer from available funds and appropriate a sum of money, not to exceed \$750,000, to provide for road improvement projects under the Chapter 90 program, or take any other action relating thereto.

Submitted by the Department of Public Works

**Explanation:** This article authorizes use of funds which will be 100% reimbursed by the Commonwealth of Massachusetts. The budget approved each fiscal year by the Legislature and Governor establishes the total funding available for Chapter 90 local transportation aid for that year. These funds are then apportioned to the 351 Massachusetts towns and cities. The funding authorized by this article is the maximum anticipated Town's share of the FY22 Chapter 90 program.

**The Board of Selectmen recommends approval of Article 14 by a vote of 5-0**

**The Finance Committee recommends approval of Article 14 by a vote of 6-0**

#### **MOTION TO BE MADE BY SELECTMAN GOTTLIEB**

**Motion: I move that the Town vote to appropriate the sum of \$596,054 to provide for road improvement projects in and for the Town, in accordance with the provisions of Chapter 90 of the Massachusetts General Laws, and to authorize the Treasurer, with the approval of the Board of Selectmen, to borrow said sum of \$596,054 under and pursuant to the provisions of M.G.L., Chapter 44, sections 7 & 8, or any other enabling authority, and to issue bonds and notes of the Town therefore.**

## Article 15

To see if the Town will vote to appropriate the sum of \$446,205, for the operation of the Kids Klub Enterprise Fund for Fiscal Year 2023; said sum to be raised from \$446,205 in receipts of the Enterprise, or take any other action relating thereto.

Submitted by the Recreation Department

<b><u>Estimated Revenues</u></b>	
Registration Fees	\$ 3,500
Tuition	\$ 442,430
Investment Income	\$ 275
<b><u>Total Budgeted Revenue</u></b>	<b><u>\$ 446,205</u></b>
<b><u>Estimated Expenses</u></b>	
Salary (full-time; incl. long.)	\$ 290,256
Salary (part-time)	\$ 49,500
Benefits (Health, Life, Medicare)	\$ 52,400
<u>Building Expenses</u>	<u>\$ 54,049</u>
<b><u>Total Budgeted Expenses</u></b>	<b><u>\$ 446,205</u></b>
<b><u>Net Profit/Loss</u></b>	<b><u>\$0</u></b>

**Explanation:** The proposed Recreation Enterprise budget for fiscal year 2023 will authorize the Recreation Department to operate a toddler/pre-school program as a self-sufficient, self-funded operation. All costs related to this program are projected are to be offset by the revenues of the program. Any monies in excess of the expenses are to remain in the account.

**The Board of Selectmen recommends approval of Article 15 by a vote of 5-0**

**The Finance Committee recommends approval of Article 15 by a vote of 6-0**

## MOTION TO BE MADE BY SELECTMAN COTTON

**Motion:** I move that the Town vote to approve Article 15 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."

## Article 16

To see if the Town will vote to appropriate and transfer from the FY 2023 Community Preservation Fund Estimated Revenues, the sum of \$40,000 to the Community Preservation Committee Administrative and Operating Expense Account, pursuant to the provisions of M.G.L., Chapter 44B, §5, including any necessary costs related thereto, as recommended by the Community Preservation Committee or take any other action relating thereto.

Submitted by the Community Preservation Committee

**Explanation:** To provide annual funding in FY 2023 for the administrative and operational costs of the Community Preservation Committee which includes project costs associated with and incidental to the Community Preservation Committee. Under the CPA Act, up to 5% of the annual CPA funds may be spent on the operation and administrative costs of the Community Preservation Committee. Funding supports legal and professional fees, technical reviews, appraisal costs, signage, annual Community Preservation Coalition dues, administrative wages, office supplies and similar costs associated with and incidental to the development of a CPA project.

The Community Preservation Committee recommends approval of Article 16 by a vote of 7-0.

**The Board of Selectmen recommends approval of Article 16 by a vote of 5-0**

**The Finance Committee recommends approval of Article 16 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN O'HARA**

**Motion:** I move that the Town vote to approve Article 16 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."

### **Article 17**

To see if the Town will vote to continue participation in the Community Septic Management Program and the Massachusetts Clean Water Trust for the purpose of making loans to residents of the Town for repairing and/or upgrading residential septic systems pursuant to agreements between the Board of Health and residential property owners, including all costs incidental and related thereto, or to take any other action relative thereto.

Submitted by the Board of Health

**Explanation:** The Commonwealth of Massachusetts, through the Massachusetts Clean Water Trust, has provided approximately \$660,000.00 at 0% interest to the Town of Mashpee to assist homeowners in complying with failed Title V systems since 1998. The loans are available to homeowners at 5% interest, to cover any ongoing costs of the program. Loans must be secured by a betterment assessed by the Town on the property being improved by the loan. The repayment of the loans to the town with the 5% interest is being repaid through previously issued property betterments. In order for the town to be able to re-loan funds to future additional septic projects, the town must annually reauthorize/re-approve participation in the Community Septic Management Program. Failure to reauthorize participation in the Program will restrict the town from re-lending funds to homeowners with failed septic systems. The repaid monies will be held in an account with the principal amount repaid to the Massachusetts Clean Water Trust as scheduled.

**The Board of Selectmen recommends approval of Article 17 by a vote of 5-0**

**The Finance Committee recommends approval of Article 17 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN SHERMAN**

**Motion:** I move that the Town vote to approve Article 17 as printed in the Warrant, with the exception of the phrase "or take any other action relative thereto."



## **Article 18**

To see if the Town will vote to amend the General Bylaws as follows:

### General Bylaws, Chapter 147, Article III

#### **§147-6 Deposit of Snow on Town Ways and Property; Violations and Enforcement.**

No person other than an employee in the service of the Town or an employee in the service of an independent contractor acting for the Town shall pile, push, plow, or otherwise deposit snow or ice on to a Town way, private way open to public use designated by the Select Board for purposes of G.L. c. 40, §6C, bikeways, parks, parking areas or other Town owned property so as to impede the flow of vehicular or pedestrian traffic on such ways or interfere with the public use of such property. Whoever violates this section shall be punished by a fine of two hundred dollars for each offense. The provisions of this Chapter shall be enforced by the Mashpee Police Department, the Director of Public Works, or his/her designee. The provisions of MGL C. 40, §21D, providing for noncriminal disposition of violations shall be applicable and the person taking cognizance of any violation hereof may issue to the offender a written notice as provided for in said §21D as an alternative to District Court criminal proceedings or other available enforcement remedies.

or take any other action relating thereto.

Submitted by the Department of Public Works

**Explanation:** This Article would amend the Town's general bylaws to prevent contractors from plowing snow from private property onto Town roads, particularly from commercial parking lots.

**The Board of Selectmen recommends approval of Article 18 by a vote of 5-0**

**The Finance Committee recommends approval of Article 18 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN WEEDEN**

**Motion: I move that the Town vote to approve Article 18 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."**

## **Article 19**

To see if the Town will vote to appropriate and transfer the sum of \$195,000 from the Waterways Improvement Fund to the Engineering/Permitting/Dredging and Associated Expense Account or take any other action relating thereto.

Submitted by the Waterways Commission

**Explanation:** This Article will provide funds for various Waterways projects.

**The Board of Selectmen recommends approval of Article 19 by a vote of 5-0**

**The Finance Committee recommends approval of Article 19 by a vote of 6-0**

### **MOTION TO BE MADE BY SELECTMAN GOTTLIEB**

**Motion: I move that the Town vote to approve Article 19 as printed in the Warrant, with the exception of the phrase "or take any other action relating thereto."**

## **Article 20**

To see if the Town will vote to authorize and empower the Board of Selectmen to prepare a plan laying out and defining Christopher Lane and to accomplish said purpose and for expenses related thereto, the Town vote to appropriate and transfer from revenue available for appropriation \$5,000 to the Christopher Lane Roadways Account, or take any other action relating thereto.

SEE MAP IN APPENDIX A

Submitted by Petition

**Explanation:** This Article authorizes the Town to layout and define Christopher Lane and to appropriate funding for this purpose.

**The Board of Selectmen recommends approval of Article 20 by a vote of 5-0**

**The Finance Committee recommends approval of Article 20 by a vote of 6-0**

## **MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 20 as printed in the warrant with the exception of the phrase “or take any other action relating thereto.”**

## **Article 21**

To see if the Town will vote to accept the layouts as public ways of Oldham Circle, as shown on plans entitled “Oldham Circle, Road Taking Plan,” in Mashpee, MA (Barnstable County), dated December 20, 2020 and prepared by Cape & Islands Engineering, Inc., which layouts shall have been filed in the Office of the Town Clerk not later than seven days prior to the date of vote hereunder, and to authorize the Board of Selectmen to acquire by gift, purchase, or eminent domain taking any land necessary for the purposes of such ways as so laid out, and to appropriate the sum of \$ 387,906.75 to the “Oldham Circle” Roadways Account, and to raise said appropriation, the Treasurer, with the approval of the Board of Selectmen, be authorized to borrow at one time, or from time to time, under and pursuant to Chapter 44 Section 7 or 8, or any other enabling authority for such purchase or taking and layout, including costs of constructing such ways, legal, financing, and other costs incidental and related thereto, and further authorize the Board of Selectmen to assess betterments to the owners of the land abutting the ways. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount, or take any other action relating thereto.

SEE MAP IN APPENDIX A

Submitted by Petition

**Explanation:** This article authorizes the Town to complete the private to public road conversion process for Oldham Circle.

**The Board of Selectmen recommends approval of Article 21 by a vote of 5-0**

**The Finance Committee recommends approval of Article 21 by a vote of 6-0**

**MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 21 as printed in the warrant with the exception of the phrase “or take any other action relating thereto.”**

**Article 22**

To see if the Town will vote to affirm that the center of community activity in Mashpee is located around the region of the confluent of Main Street (Route 130) and Great Neck Road North, wherein are located Mashpee’s Community Park, Veterans’ Garden, Mashpee Town Hall, Mashpee Archives, Mashpee’s Community Garden, Mashpee’s Historic District, Mashpee’s 1831 One-Room Schoolhouse, Mashpee’s Wampanoag Museum, the Mashpee River Herring Run and local businesses, or take any other action relating thereto.

Submitted by Petition

**Explanation:** Recent building booms in Town have created confusion in the municipality as to the location of the Town Center. At least one recent map erroneously named a privately owned shopping center as the “Town Center.” This has created uncertainty for many residents and visitors. This affirmation clarifies the situation.

**The Board of Selectmen recommends approval of Article 22 by a vote of 5-0**

**The Finance Committee recommends approval of Article 22 by a vote of 5-1**

**MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 22 as printed in the warrant with the exception of the phrase “or take any other action relating thereto.”**

**Article 23**

To see if the Town will vote to instruct the Mashpee Select Board to replace no later than three months from the date of this vote the current shoulder patch worn on Mashpee Police uniforms with the newly adopted Town Seal.

Submitted by Petition

**Explanation:** The uniform of Mashpee police officers inappropriately features an identifying shoulder patch with a symbol of a privately owned business, thus favoring one business at the expense of others, The Town Seal, created by the dedicated work of a team specially appointed town committee, is the correct signifier.

**The Board of Selectmen makes no recommendation of Article 23 by a vote of 5-0**

**The Finance Committee makes no recommendation on Article 23 by a vote of 3-3**

**MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 23 as printed in the warrant.**

## Article 24

To see if the Town will vote to authorize the Selectmen to acquire, by purchase, gift, eminent domain, or otherwise for conservation, open space and passive recreational purposes, for the general public, consistent with the provisions of Mass. Gen. Laws, Ch. 40, §8C, and Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, the parcels of land totaling 32 acres, more or less, identified on the 2021 Mashpee Assessors' Map as Map 68 Blocks 5 and 6, Map 75 Block 1, that portion of Map 74 Block 16 lying east of a line running from that point on the south side of the layout of State Route 28 lying directly opposite the southernmost corner of Map 67 Block 9 to the northernmost corner of Map 74 Block 17, that portion of Map 75, Block 10 lying southeast of Map 68 Block 5 and Map 75 Block 1, and the remainder of Trout Pond, by completing the following steps by October 1, 2023:

1. Contact the property owner(s) to discuss and negotiate the acquisition, purchase and/or acceptance of the land by the Town, and if the Town and the property owner(s) cannot reach a mutual agreement, to proceed with an eminent domain taking per MGL Chapter 79; and
2. Prepare an update of the Town's current Open Space Conservation & Recreation Plan for submission to and approval by the Commonwealth of Massachusetts Division of Conservation Services and Secretary of Energy and Environmental Affairs to re-qualify the Town for approval and receipt of State LAND and PARC grants and grants from the Federal Land & Water Conservation Fund; and
3. Complete all the steps, including appraisals, necessary to apply for, accept and expend any funds which may be provided by the Town, the Commonwealth, the United States Government, or other public or private source to defray a portion or all of the costs of acquiring or purchasing said property, including but not limited to, funding under the Community Preservation Act, General Laws, Ch. 44B, and/or the Self-Help Act, General Laws, Ch. 132A, Section 11, and/or the Federal Land & Water Conservation Fund, P.L. 88-568, 78 Stat 897; and
4. Include and place on the Spring Annual Town Meeting Warrant in 2023 an Article to see if the Town will:
  - a. authorize the Board of Selectmen to raise and appropriate, transfer from available funds, and/or borrow a sum to fund the foregoing acquisition or purchase and all costs incidental or related thereto; provided, however, that the sum is listed and does not exceed the appraised market value of the said parcels as determined by appraisal(s) done in compliance with the Uniform Standards of Professional Appraisal Practice and approved by any State or Federal agencies from whom grants are to be sought; and
  - b. authorize the Board of Selectmen and Conservation Commission to apply for grants under the State's LAND program and/or the Federal Land & Water Conservation Fund, or any other funding source, and enter into all agreements and execute any and all instruments as may be necessary on behalf of the municipality to affect this purchase and to obtain reimbursement funding for any funds expended to purchase said lands;
  - c. authorize the Board of Selectmen to grant to a governmental agency or non-profit organization, for no consideration, a perpetual Conservation Restriction, pursuant to the provisions of General Laws, ch. 184, §31 through §33, limiting the use of the property to the purpose for which it was acquired, to be recorded at the time of closing or within a reasonable amount of time thereafter; and
  - d. authorize the Conservation Commission to assume the care, custody, control and management of the property,

or to take any other action relating thereto.

Submitted by Petition

**Explanation:** This article authorizes the Selectmen to acquire, by purchase, gift, eminent domain, or otherwise for conservation, open space and recreation the Trout Pond area, a Town treasure. Pre-contact artifacts have been found here. Endangered and threatened species rely on this area. Forestalling development here will help the beleaguered Mashpee River.

**The Board of Selectmen makes no recommendation of Article 24 by a vote of 4-1**

**The Finance Committee does not recommend approval of Article 24 by a vote of 6-0**

### **MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 24 as printed in the warrant with the exception of the phrase “or take any other action relating thereto.”**

### **Article 25**

To see if the Town will vote to instruct the Town Select Board to begin each meeting with an acknowledgement of land, which affirms that the present Town of Mashpee is established upon land long occupied by the Mashpee Wampanoag people for at least the past 10,000 years.

Submitted by Petition

**Explanation:** An acknowledgement of land is a formal statement that recognizes and respects various Indigenous Peoples as traditional stewards of the land. Land acknowledgements have already been adopted by hundreds of municipalities around the world. The precise wording of the sentence can be determined by the five-member Mashpee Select Board.

**The Board of Selectmen makes no recommendation of Article 25 by a vote of 5-0**

**The Finance Committee makes no recommendation of Article 25 by a vote of 7-0**

### **MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 25 as printed in the warrant.**

### **Article 26**

To see if the Town will vote to instruct the Select Board to address immediately the growing burden of onerous property tax increases on the Town's low- and moderate-income property owners. This action should be completed in ample time in order to report to the citizenry prior to the next public hearing on the Town's tax classifications.

Submitted by Petition

**Explanation:** Valuation of homes in Town have risen immensely in recent years. Those increases have in turn brought about large increases in property taxes. The Town's less financially fortunate property owners are feeling the financial squeeze. Other towns, facing the same problem, have found a variety of solutions. The Mashpee Select Board should set to work immediately to find solutions to this problem.

**The Board of Selectmen recommends approval of Article 26 by a vote of 5-0**

**The Finance Committee does not recommend approval of Article 26 by a vote of 6-0**

### **MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 26 as printed in the warrant.**

## **Article 27**

To see if the Town will vote to amend the Town of Mashpee General By-laws Chapter 127, §127.2, §127.3, §127.4, §127.5, by striking said sections in their entirety, or take any other action relating thereto.

Submitted by Petition

**Explanation:** This petition would reverse the impending ban on the sale of single use water bottles throughout the Town of Mashpee which is set to go into effect on September 30, 2022.

**The Board of Selectmen does not recommend approval of Article 27 by a vote of 3-2**

**The Finance Committee recommends approval of Article 27 by a vote of 4-2**

### **MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 27 as printed in the warrant with the exception of the phrase “or take any other action relating thereto.”**

## **Article 28**

To see if the Town will vote to establish a 10% limit on the amount by which the Town of Mashpee (the “Town”) can increase residential real estate tax in a single tax year (as compared to real estate tax in the prior tax year) on any property owned, directly or indirectly, by one or more individuals aged 65 years or older. This 10% annual limit would be suspended for any tax year in which new permitted construction has been completed. Upon approval, this 10% annual limit will be in effect starting in the 2023 tax year (using the 2022 tax year as the basis by which to measure the 10% maximum increase). Once the Town determines that at least one owner of a particular parcel of residential real estate is eligible for this 10% annual limit, this limit shall continue to apply until the property is sold or otherwise transferred or until the death of the eligible owner(s), whichever occurs sooner. , or take any other action relating thereto.

Submitted by Petition

**Explanation:** Dramatic increases in sale prices have pushed residential real estate tax assessments in Mashpee to record levels. Many vulnerable senior citizens have been subject to devastating real estate tax increases of 20% to 50%. A 10% annual tax cap protects those seniors and allows them to stay in their homes.

**The Board of Selectmen does not recommend approval of Article 28 by a vote of 4-0-1 (abstention)**

**The Finance Committee does not recommend approval of Article 28 by a vote of 6-0**

### **MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 28 as printed in the warrant with the exception of the phrase “or take any other action relating thereto.”**

## **Article 29**

To see if the Town will vote to amend §174-3 of the Mashpee Zoning By-Law, Terms Defined as follows:

Photovoltaic System (also referred to as Photovoltaic Installation): An active solar energy system that converts solar energy directly into electricity.

**Rated Nameplate Capacity:** The maximum rated output of electric power production of a photovoltaic system in watts of Direct Current (DC).

**Solar Collector:** A device, structure or a part of a device or structure for the primary purpose of harvesting solar energy for use in a solar energy system.

**Solar Energy:** Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

**Solar Energy System:** A device or structural design feather for the collection, storage and distribution of solar energy for space heating or cooling, electricity generation or water heating.

**Solar Energy System, Active:** A solar energy system that collects and transforms solar energy into another form of energy or transfers heat from a solar collector to another medium, via mechanical, electrical or chemical means.

**Solar Energy System, Grid-Intertie:** A photovoltaic system or other active solar energy system designed to generate electricity that is connected to an electric circuit served by an electric utility.

**Solar Energy System, Ground-Mounted:** An active solar energy system that is structurally mounted to the ground and is not roof-mounted; may be of any size (small-, medium- or large-scale).

**Solar Energy System, Large Scale:** An active solar energy system that occupies more than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 250kW DC or greater).

**Solar Energy System, Medium Scale:** An active solar energy system that occupies more than 1,750 but less than 40,000 square feet of surface are (equivalent to a rated nameplate capacity of about 10-150 kW DC).

**Solar Energy System, Off-Grid:** A photovoltaic system or other active solar energy system designed to generate electricity in which the circuits energized by the solar energy system are not electrically connected in any way to electric circuits that are served by an electric utility.

**Solar Energy System, Passive:** A solar energy system that captures solar light or heat without transforming it to another form of energy or transferring the energy via a heat exchanger.

**Solar Energy System, Roof-Mounted:** An active solar energy system that is structurally mounted to the roof of a building or structure; may be of any size (small-, medium- or large-scale).

**Solar Energy System, Small-Scale:** An active solar energy system that occupies 1,750 square feet of surface area or less (equivalent to a rated nameplate capacity of about 15 kW DC or less).

Submitted by the Petition

**Explanation:** This amendment serves to define terms that are used in the new proposed Solar Energy Systems Overlay District.

**The Board of Selectmen will make a recommendation at Town Meeting of Article 29 by a vote of 5-0**  
**The Finance Committee will make a recommendation at Town Meeting of Article 29 by a vote of 6-1**

## **MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 29 as printed in the warrant.**

## **Article 30**

To see if the Town will vote to amend §174-4, Enumeration of Districts by adding:

SOLAR ENERGY SYSTEMS OVERLAY DISTRICT

Submitted by Petition

**Explanation:** This article would create and establish a Solar Energy System Overlay District as enumerated in proposed Section 174-45.7.

**The Board of Selectmen will make a recommendation at Town Meeting of Article 30 by a vote of 5-0**  
**The Finance Committee will make a recommendation at Town Meeting of Article 30 by a vote of 6-1**

## **MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 30 as printed in the warrant.**

## **Article 31**

To see if the Town will vote to amend §174-5, Establishment of Zoning Map by adding §174-5 (H) as follows:

The Solar Energy Systems Overlay District shall include all of the parcels of land described as follows:

All of the land as shown on Town of Mashpee Assessor Fiscal Year 2022 Tax Maps: 72-117; 72-113; 72-112; 72-111; 72-110; 72-118; 79-80; 79-79; 79-71; 79-72; 79-73; 79-74; 79-75; 79-76; 79-77 and 79-78.

All are located in the R-5 and C-2 Zoning District.

Submitted by Petition

**Explanation:** This article is intended to define by reference to the Mashpee Assessor Fiscal Year 2022 tax maps, the land within the Solar Energy Systems Overlay District that should be attached to this zoning map.

**The Board of Selectmen will make a recommendation at Town Meeting of Article 31 by a vote of 5-0**  
**The Finance Committee will make a recommendation at Town Meeting of Article 31 by a vote of 6-1**

## **MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 31 as printed in the warrant.**



## Article 32

To see if the Town will vote to amend §174-25 (H)(12) of the Mashpee Zoning By Law "Table of Use Regulations by adding "SP" under Zoning Districts R-5 and C-2

TYPE OF USE	RESIDENTIAL		COMMERCIAL			INDUSTRIAL
	R-3	R-5	C-1	C-2	C-3	I-1
Medium-scale and Large-scale Ground mounted Solar Energy Systems, provided that neighboring properties are effectively protected from any significant adverse impacts from glare, that any such systems are properly fenced or otherwise secured, and that no hazardous materials are stored in quantities greater than permitted by other sections of this By-Law, subject to approval by the Plan Review Committee and Design Review Committee.  (Allowed by SP under 174-45.7 only in the Solar Energy System Overlay District).		SP		SP		PR

Submitted by Petition

**Explanation:** This article would allow the development of medium and large scale solar energy systems in the residential (R-5) and commercial (C-2) zoning districts with a Special Permit from the Planning Board provided they are within the Solar Energy Systems Overlay District.

**The Board of Selectmen will make a recommendation at Town Meeting of Article 32 by a vote of 5-0**  
**The Finance Committee will make a recommendation at Town Meeting of Article 32 by a vote of 6-1**

## MOTION TO BE MADE BY THE PETITIONER

**I move the Town vote to approve Article 32 as printed in the warrant.**

### **Article 33**

To see if the Town will vote to amend Article VII Land Space Requirement, Section 174-31, Land Space Requirement Table by adding footnote "25" to "maximum of lot coverage (percent)." Footnote 25 would read as follows:

Structures erected solely for the purpose of roof-mounted solar energy systems in permitted parking lots/areas shall not contribute to a parcel's lot coverage maximum but shall comply with all setback criteria of the applicable zoning district. For medium and large scale solar energy systems requiring a special permit from the Planning Board, pursuant to Sec.174-25(H)12 Solar Energy Systems Overlay District, the Planning Board may, at its sole discretion, approve in its decision a solar energy system whose lot coverage exceeds 20% in consideration of site specific conditions.

Submitted by Petition

**Explanation:** Rationale and support for zoning change to enhance the density of solar projects in Mashpee: In 2018 the Commonwealth of Massachusetts put forth a new solar initiative called the Smart program. This groundbreaking concept will help Massachusetts be a leader in solar energy. Given the high cost of land in Mashpee, it is essential to achieve enough density to make a solar project meaningful. The proposed footnote to the By-Law will give the planning board sufficient tools and oversight to achieve an appropriate balance between solar project density and the needs of the community.

**The Board of Selectmen will make a recommendation at Town Meeting of Article 33 by a vote of 5-0**  
**The Finance Committee will make a recommendation at Town Meeting of Article 33 by a vote of 6-1**

### **MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 33 as printed in the warrant.**

### **Article 34**

To see if the Town will vote to establish within the Town of Mashpee a Solar Energy System Overlay District by adding a new Section 174-45.7 as follows:

#### **SOLAR ENERGY SYSTEMS OVERLAY DISTRICT**

##### **A. Purpose and Intent**

1. This section promotes the creation of new small, medium and large-scale, ground-mounted solar energy systems overlay district, in the areas which are delineated on a map dated January 25, 2021 and entitled "Solar Energy Systems Overlay District, ROUTE 151, ALGONQUIN AVENUE AND OLD BARNSTABLE ROAD, Mashpee, Massachusetts," (attached hereto) and which shall be considered as superimposed over other districts established by the zoning by-laws of the Town. This map, as it may be amended from time to time, is on file with the office of the Town Clerk and with any explanatory material therein, is hereby made a part of this chapter, by providing standards for the placement, design, construction, operation, monitoring, modification and removal of such installations that address public safety, minimize impacts on scenic, natural and historic resources and for providing adequate financial assurance for the eventual decommissioning of such installations. This Overlay District Ordinance is adopted pursuant to the Commonwealth of Massachusetts green Communities Act and Massachusetts General Laws Chapter 40A Section 3.

2. Uses, other than Solar Energy Systems, otherwise not permitted in the portions of a zoning district superimposed by this district shall not be permitted in this district.

3. The Solar Energy Systems Overlay District shall include all of the land within the lines described in subsection B, which are in the R-5 and C-2 zoning districts. Medium and large scale solar energy systems located in the industrial zoning district (I-1) are exempt from the requirements of this chapter and require approval only from the Plan Review Committee pursuant to the applicable dimensional criteria of the zoning district.

## **B. Bounds**

1. Including all of the land within the following described lines:

Property Description: The land in the Town of Mashpee, Barnstable County, Massachusetts beginning at the Northeast corner of the premises at Route 151; thence South 05°54'17" West, a distance of 203.10'; thence South 82°22'02" East, a distance of 107.07'; thence South 08°34'16" West, a distance of 154.18'; thence South 84°05'40" East, a distance of 272.51'; thence South 09°46'40" West, a distance of 1,026.79' by Algonquin Avenue; thence North 77°51'29" West, a distance of 320.36' by Old Barnstable Road; thence South 89°31'13" West, a distance of 731.65' by Old Barnstable Road; thence North 73°24'07" West, a distance of 125.90' by Old Barnstable Road; thence North 66°44'57" West, a distance of 568.90' by Old Barnstable Road; thence Northerly along centerline old brick yard road West, a distance of 1,080'+/-; thence North 83°31'22" West, a distance of 27.59' +/- to ditch; thence Northerly along ditch West a distance of 175'+/-; thence North 85°34'30" East a distance of 5'+/-; thence North 24°26'35" West, a distance of 150.11' to Old Barnstable Road; thence With a curve turning to the left with an arc length of 76.29' by Route 151 with a radius of 4,189.42' to a concrete bound; thence South 09°02'50" East, a distance of 159.61'; thence South 10°46'40" East a distance of 42.72'; thence South 04°15'30" East, a distance of 206.16'; thence South 76°43'49" East, a distance of 300.57'; thence North 09°46'40" East, a distance of 433.00' to Route 151; thence South 84°05'40" East, a distance of 63.18' by Route 151; thence With a curve turning to the left with an arc length of 37.30' with a radius of 25.00'; thence South 09°46'40" West, a distance of 154.04'; thence South 80°13'20' East, a distance of 199.99'; thence North 09°46'36" East, a distance of 190.94' to Route 151; thence South 84°05'40" East, a distance of 405.08' along Route 151, which is the point of beginning and having an area of 39.674 acres.

Meaning and intending to include all of the land as shown on Town of Mashpee Assessor Fiscal Year 2021 Tax Maps: 72-117; 72-113; 72-112; 72-111; 72-110; 72-118; 79-80; 79-79; 79-71; 79-72; 79-73; 79-74; 79-75; 79-76; 79-77 and 79-78.

### **C. Permitted Uses**

Within the Solar Energy Systems Overlay District, the following uses are permitted provided all necessary permits, orders and approvals required by local, state and federal law are obtained.

1. Any medium or large scale solar energy system shall be allowed in the Solar Energy Overlay District only after the issuance of a Special Permit by the Planning Board. In issuing such Special Permit, the Board shall ensure that neighboring properties are effectively protected from any significant adverse impacts from glare that any such systems are properly fenced or otherwise secured and that no hazardous materials are stored in quantities greater than permitted by other sections of this by-law, subject to approval by the Plan Review Committee and Design Review Committee.
2. The Solar Energy System's owner or operator shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs and integrity of security measures. Site access shall be maintained to a level acceptable to the local Fire Chief and Emergency Management Director. The owner or operator shall be responsible for the cost of maintaining the ground-mounted solar energy system and any access road(s).

### **D. Dimensional Criteria**

#### **Small, Medium and Large Scale Solar Energy Systems**

1. Small, Medium and Large Scale Solar Energy Systems may be accessory to another principal structure or use provided that they satisfy the dimensional criteria and performance standards contained in this section.
2. Ground-mounted solar energy systems shall be set back a distance of at least 100 feet from a public or private way. The Planning Board may reduce the minimum setback distance as appropriate based on site-specific considerations.
3. Ground-mounted solar energy systems shall be set back a distance of at least 125 feet from any inhabited residence, and 100 feet from any property in residential use. For the purposes of this section, a residence is defined as a primary living structure and not accessory structures. The Planning Board may reduce the minimum setback distance as appropriate based on site-specific considerations.
4. Ground-mounted solar energy systems shall be set back a distance of at least 50 feet from any commercial property or use and 25 feet from any industrial property or use notwithstanding the provisions of paragraph 2 above (relative to medium and large scale solar energy systems). The Planning Board may reduce the minimum setback distance as appropriate based on site-specific considerations.
5. Ground-mounted solar energy systems shall be set back a distance of at least 50 feet from abutting conservation land and any property not included in the Ground-mounted solar array application. The Planning Board may reduce the minimum setback distance as appropriate based on site specific considerations.
6. Fixed tilt Ground-mounted solar energy systems shall have a maximum height of 15 feet above grade. In the case of single or dual axis tracking Ground-mounted solar energy systems, the Planning Board may increase the maximum height as appropriate based on site-specific considerations.

7. Inverters, energy storage systems, and transmission system substations shall be set back a distance of at least 200 feet from any residence. The Planning Board may reduce the minimum setback distance as appropriate based on site-specific conditions.

**E. Special Permits Rules and Application Requirements**

A Solar Energy System Special Permit shall not be granted unless each of the following requirements, in addition to the requirements in §174-24 C Special Permit use, are satisfied:

1. A properly completed and executed application form and application fee.
2. Any requested waivers. To this end, as part of its Special Permit decision, the Planning Board may, at its sole discretion, establish a lot coverage maximum that exceeds 20% in consideration of site specific conditions.
3. Name, address, phone number and signature of the project proponent, as well as all co-proponents or property owners, if any.
4. Names, contact information and signatures of any agents representing the project proponent.
5. Name, address and contact information for proposed system installer.
6. Documentation of actual or prospective access and control of the project site sufficient to allow for construction and operation of the proposed solar energy system.
7. Proposed hours of operation and construction activity.
8. Blueprints or drawings of the solar energy system signed by a Massachusetts' licensed Registered Professional Engineer showing the proposed layout of the system and any potential shading from nearby structures.
9. Utility Notification: Evidence that the utility company that operates the electrical grid where a grid-intertie solar energy system is to be located has been informed of the system owner or operator's intent to install an interconnected facility and acknowledges receipt of such notification, and a copy of an Interconnection Application filed with the utility including a one or three line electrical diagram detailing the solar electric installation, associated components, and electrical interconnection methods, with all Massachusetts Electrical Code (527 CMR§ 12.00) compliant disconnects and overcurrent devices. Off-grid solar energy systems shall be exempt from this requirement.
10. Documentation of the major system components to be used, including the electric generating components, battery or other electric storage systems, transmission systems, mounting system, inverter, etc.
11. Preliminary Operation and Maintenance Plan for the solar energy system, which shall include measures for maintaining safe access to the installation, storm water management, vegetation controls, and general procedures for operational maintenance of the installation.

12. Abandonment and Decommissioning Plan: Any ground-mounted solar energy system which has reached the end of its useful life or has been abandoned (i.e., when it fails to operate for more than one year without the written consent of the Planning Board) shall be removed. The owner or operator shall physically remove the installation within 150 days of abandonment or the proposed date of decommissioning. The owner or operator shall notify the Planning Board by certified mail of the proposed date of discontinued operations and plans for removal. The Abandonment and Decommissioning Plan shall include a detailed description of how all of the following will be addressed:

- (a) Physical removal of all structures; equipment, building, security barriers and transmission lines from the site, including any materials used to limit vegetation.
- (b) Disposal of all solid and hazardous waste in accordance with local, state and federal waste disposal regulations.
- (c) Stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Board may allow landscaping or below-grade foundations left *in situ* in order to minimize erosion and disturbance of the site.
- (d) Description of financial surety for decommissioning: Proponents of ground-mounted solar energy systems shall provide a form of surety, either through escrow account, bond or other form of surety approved by the Planning Board to cover the cost of removal in the event the Town must remove the installation and remediate the landscape, in an amount and form determined to be commercially reasonable by the Planning Board, but in no event to exceed more than 125 percent of the cost of removal and compliance with the additional requirements set forth herein, as determined by the project proponent and the Town. Such surety will not be required for municipal or state-owned facilities. The project proponent shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The amount shall include a mechanism for calculating increased removal costs due to inflation.
- (e) It shall be a condition of any special permit that all legal documents required to enable the Town to exercise its rights and responsibilities under the plan to decommission the site, enter the property and physically remove the installation shall be provided prior to the issuance of a building permit.

**F. Required Performance Standards: Small, Medium and Large Scale Solar Energy Systems**

1. Visual Impact Mitigation: The site plan for a ground-mounted solar energy system shall be designated to screen the array to the maximum extent practicable year round from adjacent properties in residential use and from all roadways.

2. All required setbacks shall be left in their undisturbed natural vegetated condition for the duration of the solar energy system's installation. In situations where the naturally vegetated condition within required setback is not wooded and does not provide adequate screening of the solar array, the Planning Board may require additional intervention including, but not limited to:

- (a) A landscaping plan showing sufficient trees and understory vegetation, of a type common in natural areas of Mashpee, to replicate a naturally wooded area and to constitute a visual barrier between the proposed array and neighboring properties and roadways.
- (b) Berms along property lines and roadways with suitable plantings to provide adequate screening to neighboring properties and roadways.

3. **Lighting:** Lighting of ground-mounted solar energy systems shall be limited to that required for safety and operational purposes, and shall be reasonably shielded from abutting properties. Lighting shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.
4. **Signage:** Signs on ground-mounted solar energy systems shall comply with all applicable regulations of this by-law and/or any Town sign by-law. A sign shall be required to identify the owner, operator and interconnected utility and provide a 24-hour emergency contact phone number. Ground-mounted solar energy systems shall not be used for displaying any advertising signage.
5. **Utility Connections:** Within setback distances and except where soil conditions, location, property shape, and topography of the site or requirements of the utility provider prevent it, all utility connections from grid-intertie solar energy systems shall be placed underground. Electrical transformers for utility interconnections may be above ground if required by the utility provider.
6. **Vegetation Management:** All land associated with the ground-mounted solar energy system shall be covered and grown in natural vegetation. The height of vegetation must be managed by regular mowing or grazing so as to minimize the amount and height of combustible material available in case of fire. Herbicides, pesticides, or chemical fertilizers shall not be used to manage vegetation. To the greatest extent practicable, a diversity of plant species shall be used, with preference given to species that are native to New England. Use of plants identified by the most recent copy of the "Massachusetts Prohibited Plant List" maintained by the Massachusetts department of Agricultural Resources is prohibited. Management of all vegetated areas shall be maintained throughout the duration of the solar energy system's installation through mechanical means without the use of chemical herbicides.
7. **Noise Generation:** Noise generated by ground-mounted solar energy systems and associated equipment and machinery shall conform to applicable state and local noise regulations, including the DEP's Division of Air Quality Noise Regulations, 310 CMR 7.10.
8. **Fencing:** Fencing around solar arrays shall provide a minimum 6" clearance between the fence bottom and the ground to allow passage of small wildlife. The Planning Board shall require resident style fencing where necessary to screen the solar energy systems year round from adjacent residences.
9. **Land Clearing and Soil Erosion:** Clearing of natural vegetation and topsoil shall be limited to what is necessary for the construction, operation and maintenance of the ground-mounted solar energy system. No topsoil removed during construction shall be exported from the site.
10. **Erosion Control and Stormwater:** Erosion Control and Stormwater Management notation shall be included to show that adequate provisions against erosion and adverse impacts of runoff are appropriately mitigated.
11. **Emergency Services:** The ground-mounted solar energy system owner or operator shall provide a copy of the project summary, electrical schematic, and site plan to the Mashpee Fire Department and any other neighboring Fire Department upon request. Upon request the owner or operator shall cooperate with local emergency services in developing an emergency response plan. All means of shutting down the solar energy system shall be clearly marked. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.

Submitted by Petition

**Explanation:** This section promotes the creation of new Solar Energy Systems Overlay District for small, medium and large-scale, ground-mounted solar energy systems on land with the Overlay District currently zoned R-5 and C-2 by providing standards for the placement, design, construction, operation, monitoring, modification and removal of such installations that address public safety, minimize impacts on scenic, natural and historic resources and for providing adequate financial assurance for the eventual decommissioning of such installation.

**The Board of Selectmen will make a recommendation at Town Meeting of Article 34 by a vote of 5-0**  
**The Finance Committee will make a recommendation at Town Meeting of Article 34 by a vote of 6-1**

## **MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 34 as printed in the warrant.**

### **Article 35**

To see if the Town will vote to amend the Zoning By-law as follows:

Add a new sub-Section to any Solar Energy System Overlay District zoning bylaw by adding to the Required Performance Standards for Small, Medium and Large Scale Solar Energy Systems the following:

#### **174-45.7 SOLAR ENERGY SYSTEMS OVERLAY DISTRICT**

##### **Section F. Required Performance Standards: Small, Medium and Large Scale Solar Energy Systems**

12. Open Space Requirement. A Solar Energy System which encompasses a minimum land area of seven acres, which may be in one or more parcels, and shall consist of one acre of allowed developed area for each half acre of upland (i.e. excluding water bodies or wetlands as defined under MGL C. 131, §40) permanently set aside as undeveloped open space and deeded to the Town of Mashpee in the care and custody of its Conservation Commission (provided that said land is not subject to any previous conservation restriction or other prohibition on its development), or to a nonprofit organization, the principal purpose of which is the conservation of open space, in either case subject to a formal conservation restriction to be held by the Town of Mashpee. The developer's declaration of his choice of the open space preservation methods described above, which may be different for individual such parcels, shall be included in his application for a Special Permit to develop a Solar Energy System, along with maps and plans describing the open space areas. Any water bodies or wetlands, as defined under MGL C. 131, §40, which lie within the boundaries of the Solar Energy System shall also be permanently set aside and deeded to one of the entities identified above under the terms described. When delineating the upland to be set aside as undeveloped open space, any land which is forested shall be prioritized as open space. Before final approval of the Solar Energy System Special Permit, the developer shall also file with the Planning Board a copy of the conservation restrictions necessary to secure the permanent legal existence of the open space and a copy of any proposed deed for transfer in fee to the Town or to a nonprofit organization. Approval of the Solar Energy System shall require approval by the Planning Board of said conservation restrictions after consultation with Town Counsel. As required by law, any such restrictions may also require approval by the Commonwealth of Massachusetts. Any open space required to meet the provisions of this Section shall be surveyed, properly bounded on the ground by concrete monuments and shown on a plan recorded at the Barnstable County Registry of Deeds or Land Court Registry. Said plan shall be recorded and said boundary monuments shall be set within six (6) months of the approval of the Solar Energy System Special Permit. Any transfer of the fee title to property to the Town or a nonprofit organization shall be recorded, along with the required conservation or agricultural restrictions, within one (1) year of the approval of the Solar Energy System Special Permit. Said transfer shall be completed before the issuance of any building permit for development within said phase.



13. Setbacks from water bodies and wetlands. The developed area within a Solar Energy System development may not lie within three hundred (300) feet of any water body or stream or within one hundred (100) feet of any wetland as defined under MGL C. 131, §40.  
or take any other action related thereto.

Submitted by Petition

**Explanation:** This article would amend the Zoning By-law to require that any Solar Energy Systems developments of seven acres or more provide open space (one half acre open space per one acre developed) as well as setbacks from water bodies (300') and wetlands (100') in order to preserve the Town's environment.

**The Board of Selectmen will make a recommendation at Town Meeting of Article 35 by a vote of 5-0**  
**The Finance Committee will make a recommendation at Town Meeting of Article 35 by a vote of 7-0**

#### **MOTION TO BE MADE BY THE PETITIONER**

**I move the Town vote to approve Article 35 as printed in the warrant with the exception of the phrase "or take any other action related thereto."**

**THIS CONCLUDES THE BUSINESS OF THE ANNUAL TOWN MEETING**

And you are hereby directed to serve this Warrant by posting up attested copies thereof, one at the Town Hall, one at the Post Office, and one each on the bulletin boards, thirty days at least before said meeting.

Hereof fail not and make return of this Warrant with your doings thereon to the Town Clerk at the time and place of said meeting.

Given under our hands this 21st day of March in the year two thousand and twenty two.

Per Order of,  
**Board of Selectmen**

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Carol A. Sherman, Chair

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David W. Weeden, Vice Chair

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Andrew R. Gottlieb, Clerk

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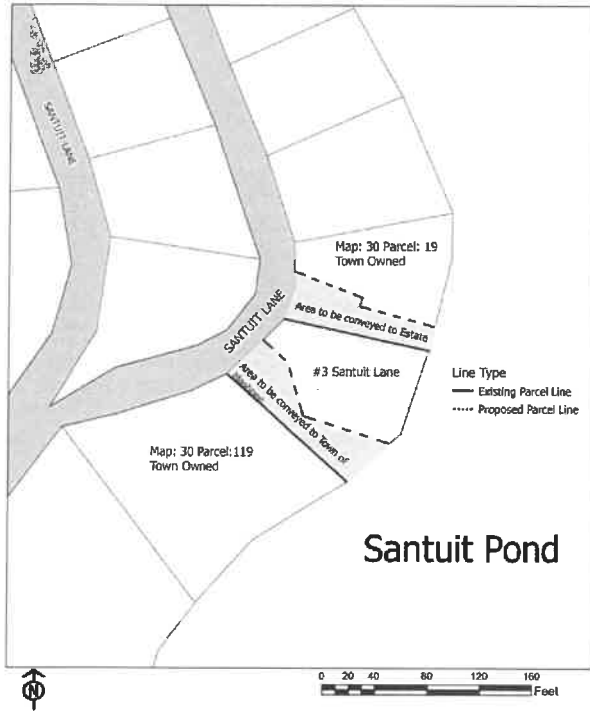
John J. Cotton

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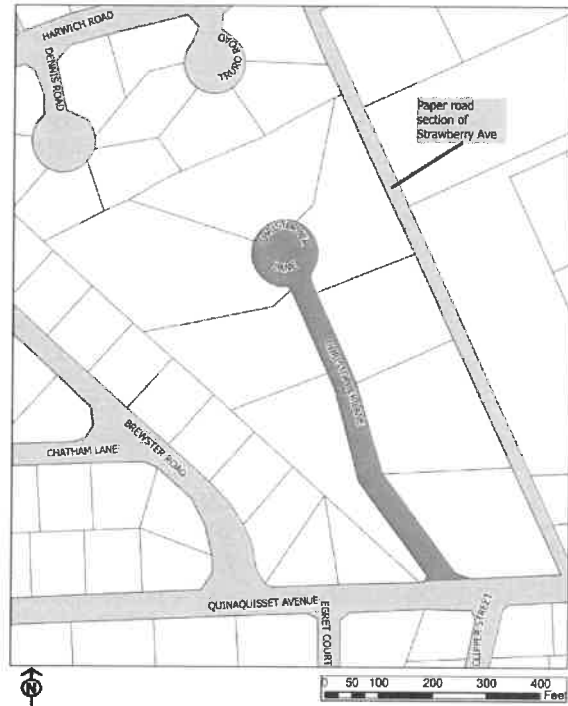
Thomas F. O'Hara

## APPENDIX A

### Annual Town Meeting – Article 8 Santuit Lane Land Swap



### Annual Town Meeting – Article 20 Christopher Lane Road Taking



### Annual Town Meeting – Article 21 Oldham Circle Road Taking

