

**AGENDA
BOARD OF SELECTMEN
MONDAY, JULY 26, 2021
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

Broadcast Live on Local Cable Channel 18

Streamed Live on the Town of Mashpee Website: <https://www.mashpee.ma.gov/channel-18>

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, July 12, 2021 Regular Session

APPOINTMENTS & HEARINGS

- Public Comment
- Discussion and Approval of the following Special Event and Temporary Sign Permit Applications:
Rhiannon McCuish 5k Woodland Run, Saturday, October 15, 2021 10 AM – 12 PM Heritage Park:
Recreation Director Mary Bradbury
- Discussion and Approval of Appointment of the following: Community Preservation Committee Member At-Large
(Term Expires June 30, 2022): *Arden Russell Cadrin*
- Discussion and Certification of the Hiring Process for Firefighter/EMT Jacob Lewis: *Fire Chief Thomas Rullo*
- 6:40 pm Public Hearing: Comcast Cable Television License Renewal Proposal
- 6:50 pm Public Hearing: Proposed Parking Ban or Parking by Permit Only on Great Neck Road South in the Area of
the Ockway Bay Boat Ramp
- Water Quality Presentation: *Brian Howes - University of Massachusetts Dartmouth*

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

- Discussion and Action on Draft #1 of the October 18, 2021 Annual Town Meeting Warrant

LIAISON REPORTS

TOWN MANAGER UPDATES

ADDITIONAL TOPICS

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

EXECUTIVE SESSION

ADJOURNMENT

MASHPEE TOWN CLERK

JUL 22 2021

RECEIVED BY: 

**AGENDA
BOARD OF SELECTMEN
MONDAY, JULY 12, 2021
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MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
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6:30 p.m. – Convene Meeting in Open Session

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MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, June 21, 2021 Regular Session; Monday, June 28, 2021 Regular Session

APPOINTMENTS & HEARINGS

- Public Comment
- Discussion and Approval of the Following Special Event and Temporary Sign Permit Applications:
 1. La Tavola, August 27, 2021, 4 – 9 pm Steeple Street Mashpee Commons:
Katy Acheson, Mashpee Chamber of Commerce
 2. Memorial for Elaine O’Keefe, August 1, 2021, 9:30-11:45 am Mashpee Community Park Gazebo:
Carol Skrickis
 3. Charity Pickleball Tournament, August 28, 2021 (Rain Date August 29, 2021), 9am - 6pm Mashpee Pickleball Park:
Recreation Director Mary Bradbury
 4. Oktoberfest, October 2, 2021 (Rain Date October 3, 2021), 10am - 4pm Mashpee Commons Green:
Recreation Director Mary Bradbury
 5. Mashpee Historical Commission Preservation Award Ceremony, October 11, 2021, 9 am - 1 pm
Mashpee Community Park Gazebo: *Richard DeSorgher*
- Discussion and Approval of Request for Recommendation to the Governor for Appointment to the Community Advisory Council of the Environmental Management Commission- Precinct 4: *Ann Shea*
- Discussion and Approval of Letter of Support for Tribe’s Application for Broadband Service Grant:
Mashpee Wampanoag Tribe TERO Officer Winona Pocknett

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

- Discussion and Approval of Revisions to Mashpee Shellfish Regulations: *Shellfish Warden Donovan McElligatt*

LIAISON REPORTS

TOWN MANAGER UPDATES

ADDITIONAL TOPICS

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

EXECUTIVE SESSION

ADJOURNMENT

Board of Selectmen
Minutes
July 12, 2021

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

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

MINUTES

Monday, June 21, 2021 Regular Session; Monday, June 28, 2021 Regular Session:

Motion made by Selectman Gottlieb to approve the Regular Session minutes of Monday, June 21, 2021 and Monday, June 28, 2021 as presented.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

APPOINTMENTS & HEARINGS

Public Comment:

Lynne Barbee, Surf Drive indicated at the last meeting the Board of Selectmen agreed to obtain support from consultants to review the proposed Mashpee Commons Plan. Ms. Barbee asked if the Selectmen have made progress in identifying the individuals who would be advising the Town on this matter.

Discussion and Approval of the Following Special Event and Temporary Sign Permit Applications:

La Tavola, August 27, 2021, 4 – 9 pm Steeple Street Mashpee Commons:

Katy Acheson, Mashpee Chamber of Commerce:

The Board of Selectmen was in receipt of a Special Event Application from Katy Acheson of the Mashpee Chamber of Commerce for the Annual La Tavola event planned to be held on Friday, August 27, 2021 from 4:00 p.m. to 9:00 p.m. on Steeple Street in front of the Mashpee Library. The event featuring a 5-course Italian dinner has been held successfully for the past 14 years. Proceeds benefit the Chamber's scholarship fund and other Chamber initiatives.

Included in the application was a Temporary Sign Permit Application for signage to announce the event in accordance with the Town's Sign Policy.

Tickets are now available and 300 persons are expected to attend this event. This year John Miller will be honored as Mashpee's Citizen of the Year.

Board of Selectmen
Minutes
July 12, 2021

Discussion and Approval of the Following Special Event and Temporary Sign Permit Applications:

La Tavola, August 27, 2021, 4 – 9 pm Steeple Street Mashpee Commons:
Katy Acheson, Mashpee Chamber of Commerce: (continued)

Motion made by Selectman Gottlieb to approve the Special Event and Temporary Sign Permit Application of the Mashpee Chamber of Commerce for the La Tavola event as referenced.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Memorial for Elaine O'Keefe, August 1, 2021, 9:30-11:45 am Mashpee Community Park Gazebo:
Carol Skrickis:

The Board of Selectmen was in receipt of a Special Event Application for a memorial ceremony to be held on Sunday, August 1, 2021 from 9:30 a.m. to 11:45 a.m. at the Mashpee Community Park gazebo. It is expected the event would have 35 guests, but no more than 50 to attend the memorial for Elaine O'Keefe who passed last year.

Motion made by Selectman Gottlieb to approve the Special Event Application to hold a memorial ceremony on August 1, 2021 at the Community Park as referenced.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Charity Pickleball Tournament, August 28, 2021 (Rain Date August 29, 2021), 9am - 6pm Mashpee Pickleball Park: Recreation Director Mary Bradbury:

An additional Special Event Application was submitted by Mary K Bradbury, Recreation Director requesting to hold a Charity Pickleball Tournament for Habitat for Humanity on August 28, 2021 from 9:00 a.m. to 6:00 p.m. at the Mashpee Pickleball Park.

Motion made by Selectman Weeden to approve the Special Event Application as submitted to hold a Charity Pickleball Tournament on August 28, 2021 as presented.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Board of Selectmen
Minutes
July 12, 2021

Oktoberfest, October 2, 2021 (Rain Date October 3, 2021), 10am - 4pm Mashpee Commons Green:
Recreation Director Mary Bradbury:

A Special Event Application was before the Board to hold the Annual Oktoberfest event on October 2, 2021 with a rain date of October 3, 2021 from 10:00 a.m. to 4:00 p.m. at the Mashpee Commons Green.

Motion made by Selectman O'Hara to approve the Special Event Application for the Annual Oktoberfest on October 2, 2021 with a rain date of October 3, 2021 as submitted.

Motion seconded by Selectman Gottlieb.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Mashpee Historical Commission Preservation Award Ceremony, October 11, 2021, 9 am - 1 pm
Mashpee Community Park Gazebo: Richard DeSorgher:

Richard DeSorgher was in attendance to request approval of a Special Event Application and Temporary Sign Permit Application for the Annual Mashpee Historical Commission Preservation Award Ceremony scheduled to be held on October 11, 2021 from 9:00 a.m. to 1:00 p.m. at the Mashpee Community Park gazebo. It is expected that up to 50 guests would attend this event.

The Temporary Sign Permit Application is requested for (2) signs to be attached to each side of the existing Archives sign on Great Neck Road North.

The ceremony is planned to be held on the now recognized Indigenous Peoples Day. The annual award will recognize the efforts of an individual who is active in preserving Mashpee's history and one who has been involved in Town historical committees. The Archives will also be open to allow for tours of the building. The One Room Schoolhouse a gem of Mashpee's history will also be open to commemorate its 190th year and an important role in the history of the Mashpee Wampanoag.

Motion made by Selectmen Weeden to approve the Special Event and Temporary Sign Permit Applications for the Mashpee Historical Commission Preservation Award Ceremony on October 11, 2021 as referenced.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Board of Selectmen
Minutes
July 12, 2021

Discussion and Approval of Request for Recommendation to the Governor for Appointment to the Community Advisory Council of the Environmental Management Commission- Precinct 4: Ann Shea:

A letter of interest was received from Ann Shea requesting to be appointed to the Community Advisory Council of the Environmental Management Commission representing Precinct 4. Ms. Shea is well qualified for this appointment.

Motion made by Selectman Gottlieb to recommend to Governor Baker the appointment of Ann Shea to the Community Advisory Council of the Environmental Management Commission as the Representative for Precinct 4.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Discussion and Approval of Letter of Support for Tribe's Application for Broadband Service Grant: Mashpee Wampanoag Tribe TERO Officer Winona Pocknett:

Correspondence was received from Brian Weeden, Chairman of the Mashpee Wampanoag Tribe dated June 28, 2021 requesting support for a grant application submitted by the Tribe to implement a broadband connectivity project on reservation land in the Town of Mashpee.

Cassie Jackson, secretary of the Tribe discussed the Tribal Broadband Connectivity Program offered by the National Telecommunications and Information Administration. The project would support the construction of broadband infrastructure on Tribal lands to improve connectivity for those who rely on internet for schooling, work, telehealth and other programs. The application is due on September 1, 2021.

It is anticipated the project would partner with Open Cape and a non-profit entity in the Town of Barnstable. The Tribe is conducting surveys to identify service gaps and Tribal homeowners to determine what exact infrastructure is needed. It is hopeful this program would enhance economic development and productivity within the Tribe.

The Board of Selectmen was receptive of this opportunity and requested the Tribe consider providing the same access to Open Cape services to non-Tribal members in an effort to reduce costs.

Motion made by Selectman Gottlieb to authorize the Chairman of the Board of Selectmen to sign a level of support when needed for the Tribe's Application for the Broadband Service Grant as identified.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0-1.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, abstained	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Board of Selectmen
Minutes
July 12, 2021

NEW BUSINESS

Discussion and Approval of Revisions to Mashpee Shellfish Regulations: Shellfish Warden Donovan McElligatt:

In the absence of Donovan McElligatt, Ashley Fisher Director of Natural Resources reviewed the proposed changes to the Town of Mashpee Shellfish Regulations to address pressing issues involving private aquaculture areas, year-round harvest and to update penalties for closed area harvest to conform to recent M.G.L. amendments.

Ms. Fisher indicated that (4) changes are proposed. This includes the updated date of the regulations for the 2021-2022 harvest season, and penalties for contaminated closure area violations to \$500 to \$10,000 and up to 3 years in State prison. The penalties for violations are currently fines of \$300 to \$2,000.

Under Scalloping in Aquaculture License areas, the new regulation would state: Shellfishing is prohibited in any area designated as a Shellfish Aquaculture License ('Shellfish Grant') area by the Board of Selectmen and other local, state and federal permits except for the aquaculture license holder and his or her employees or designees unless regulated or stipulated otherwise by the Board of Selectmen. Penalties for violations in these areas include fines of up to \$100, imprisonment for up to 6 months, and/or damages sought by the aquaculture license holder. Therefore, Scalloping will no longer be permitted in any area designated as a Shellfish Aquaculture License to prevent tampering with aquaculture gear. With the absence of a scallop fishery, all entities are thus prohibited from a grow area.

Additionally, Oyster Season has been changed to Oyster Regulations: Oysters may be harvested from November 1st through March 31st of the next year for noncommercial purposes only. Currently there is no significant stock of wild oysters in the Town of Mashpee that would be able to sustain a year-round recreational fishery. Year-round recreational harvest of oysters presents a significant public health risk and runs directly contrary to the States Vibrio Control Plan.

To ensure the Town's compliance Ms. Fisher recommended the Board adopt the regulations immediately to maintain compliance with State guidelines and to safeguard both public health and the livelihood of independent Aquaculturists.

Other recommended changes to the regulations are expected to be submitted to the Board of Selectmen for approval next year.

Motion made by Selectman Gottlieb to approve the revisions to the Mashpee Shellfish Regulations effective July 15, 2021.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

**Selectman Sherman, yes
Selectman Cotton, yes**

**Selectman Weeden, yes
Selectman O'Hara, yes**

**Selectman Gottlieb, yes
Opposed, none**

Board of Selectmen
Minutes
July 12, 2021

LIAISON REPORTS

Mashpee Commons Expansion Project: July 21, 2021 is the next meeting date for the Planning Board's continued review of the proposed Mashpee Commons expansion project.

Mashpee Wampanoag Tribe: The Board of Selectmen duly recognized Brian Weeden the Chairman of the Mashpee Wampanoag Tribe expressing appreciation for his presence at their regular meeting with hopes for more productive meetings in the future.

TOWN MANAGER UPDATES

Citizens Advisory Letter: In concern to the Cyanobacteria Blooms a Special Water Quality Alert in the form of a letter will be disseminated to all residents to discourage fertilizer usage.

Town Meeting Warrant Articles: The deadline for the submission of articles proposed for the October Town Meeting warrant is July 12, 2021. A variety of articles including petition submissions have been received.

Department of Natural Resources Facility: In accordance with a vote of the May 2021 Special Town Meeting, a new building (existing condominium units) has been secured to accommodate the needs of the DNR.

Comcast Negotiations: To obtain an extension of the existing Comcast Agreement, a Public Hearing is scheduled to be held on July 26, 2021.

ADJOURNMENT

Motion made by Selectman Gottlieb to adjourn at 6:54 p.m.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

**Selectman Sherman, yes
Selectman Cotton, yes**

**Selectman Weeden, yes
Selectman O'Hara, yes**

**Selectman Gottlieb, yes
Opposed, none**

Respectfully submitted,

Kathleen M. Soares
Secretary to the Board of Selectmen



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: July 21, 2021

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

From: Stephanie A. Coleman, Administrative Secretary

Re: Special Event and Temporary Sign Permit Applications – Annual Rhiannon McCuish 5k
Woodland Run

Description

Discussion of the Special Event and Temporary Sign Permit Applications for the Annual Rhiannon McCuish 5k Woodland Run, taking place on Saturday, October 16, 2021 from 10:00 AM to 12:00 PM.

Background

This race has been an annual event fundraiser in memory of Rhiannon McCuish. Proceeds benefit the Mashpee Recreation Scholarship Fund for Summer Camp and other programs throughout the year for families in need. The race begins at the Ashumet Road back entrance to Heritage Park, continues through the woods/conservation land and exits out to Lovell's Lane. Participants continue on Main Street (Rte. 130) to the finish line inside the front entrance to Heritage Park. Runners will travel along the shoulder and sidewalk along the route therefore no road closures will be necessary.

The applicant is also requesting to erect up to ten (10) 12" x 12" directional signs and up to three (3) lawn signs along the race route. The proposed lawn sign is attached for the Boards reference:

Recommendations

Health – Approved. No additional comments.

Building – Approved. Not applicable.

DPW – Approved. Applicant shall pick up trash/litter from race course and Heritage Park at the end of the event. Applicant shall coordinate opening of gates for the race with DPW. Applicant should coordinate with DPW for use of the restroom facilities.

Fire – Approved. No Fire Department requirements.

Police – Approved. No detail officers will be required for this event.



Rhiannon Lee McCuish
MASHPEE

5K Woodland Run / Walk
Saturday, July 23 - 10 am

Heritage Park - 139 Ashumet Rd.

To register go to: www.mashpeerec.com



TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

Date: July 21, 2021

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

From: Stephanie A. Coleman, Administrative Secretary

Re: Appointment to the Community Preservation Act Committee

Description

Discussion and approval of the appointment of Arden Russell Cadrin to the Community Preservation Act Committee as a Member At-Large, term to expire June 30, 2022

Background

On Thursday, June 24, 2021 the Community Preservation Act Committee voted to recommend appointing Arden Russell Cadrin as a Member At-Large.

Recommendation

For your reference attached is Ms. Cadrin's letter of interest and resume. Also attached is correspondence from the Committee approving the recommendation.

Stephanie Coleman

Subject: FW: CPC Appointment for BOS Agenda

From: Kathleen Soares
Sent: Friday, July 9, 2021 11:48 AM
To: Terrie Cook
Cc: Andrew Gottlieb
Subject: CPC Appointment for BOS Agenda

Good Morning, At the last CPC Meeting the Committee voted unanimously to recommend the appointment of Arden Cardin to fill the vacancy created by David Harsch as a member-at-large.
At the request of the CPC Chair please place this topic as an agenda item of discussion and possible appointment.
Thank you, Kathy

Kathy Soares
Community Preservation Committee

ARDEN RUSSELL CADRIN
, Mashpee, MA 02649

March 16, 2021

Mashpee Board of Selectmen
Mashpee Town Hall
16 Great Neck Road North
Mashpee, MA. 02649

Dear Board of Selectmen:

I would like to be considered for the vacancy on the Community Preservation Committee. I have completed an online Volunteer application as well.

I am a 30 year resident of the Town of Mashpee. Professionally, I am the Housing Coordinator for a local municipality and as such, work with Community Preservation Act funding often. I have participated in CPA funding request reviews, determining eligibility and well as developing and administering programs using CPA funding.

I believe CPA funds are an important tool in assisting communities to meet and implement their Planning goals.

Based on my experience working with Community Preservation program, my housing planning experience and my desire to serve my community in a volunteer capacity, I feel I would be a beneficial addition to Mashpee's Community Preservation Committee.

Regards,

Arden

Arden Russell Cadrin

ARDEN RUSSELL CADRIN

Mashpee MA 02649

An accomplished and experienced Community Development coordinator with proven ability to design, implement and manage projects and programs that achieve the Town's housing and community development strategic goals .

HOUSING COORDINATOR Planning and Development Department, Town of Barnstable. 2009 – present

Implement, coordinate and supervise housing activities for Cape Cod's largest community, both in land area and population, to achieve Town's housing production and strategic plan goals. Selected duties include:

- Develop and implement strategies to achieve Town's housing goals, including program development, funding and zoning strategies
- Manage affordable housing programs and projects
- Develop funding proposals and applications; Compose grant applications
- Represents the Town with State, Local and Federal housing agencies
- Create and maintain systems for regulatory compliance
- Communicate community development initiatives to town leaders and community; make presentations to public officials and civic groups; develop stakeholder engagement to ensure improved outcomes.
- Participates in zoning and or regulation research related to housing production
- Undertake collection, assembly and analysis of data and information for planning studies and grant applications.
- Ensure permit compliance and the continued affordability of local housing stock.
- Administer the Town's accessory affordable apartment program and CPA loan program.
- Provide professional and technical assistance to various boards, groups, developers and residents concerning affordable housing.
- Oversee work of consultants; coordinate with other Town departments, agencies and public.

PROGRAM ADMINISTRATOR Cape Cod Commission 1996 – 2009

Performed varied and increasingly more responsible tasks to support Barnstable County HOME Consortium.

Selected duties include:

- Designed and implemented annual monitoring program for over 300 units of HOME assisted rental housing units, down payment assistance program and development projects.
- Work to ensure compliance with all Federal program requirements
- Review and analyze affordable housing development pro-formas, one-stop applications and architectural and site plans;
- Established refinance guidelines, serviced requests, review legal documents and coordinate closings;
- Created all computerized record keeping, accounting systems and forms required for administration of the HOME program from its inception in Barnstable County.

EDUCATION Southampton College of Long Island University, B.A. Environmental Studies

REFERENCES AVAILABLE ON REQUEST



Town of Mashpee

Fire & Rescue Department

20 Frank Hicks Drive

Mashpee, MA 02649

V 508.539.1458

Date: July 15, 2021

From: Fire Chief Thomas C. Rullo

To: Rodney Collins, Town Manager

Re: New Hire Certified Process

Mr. Collins:

An entry level Firefighter written exam process was initiated and posted on October 20, 2020 with an application deadline of November 10, 2020. The Town Human Resources Department administered an entry level written exam on January 14, 2021 at Quashnet Elementary School. The HR Department received 37 applicants with 29 attending the exam.

22 Candidates that received a passing score of 70% or greater were selected for an interview by categorizing their applications as certified Firefighter 1&2, paramedic, paramedic students currently enrolled in a paramedic program, and utilizing their written test score. 12 candidates were chosen for an interview with 10 candidates ultimately scheduled.

The 10 candidates were set up for an interview by a three person panel that began on February 21, 2021. The panel consisted of the Assistant Town Manager, Human Resources Director and Deputy Fire Chief. The same set of interactive questions were asked of each candidate by the panel. At the completion of the interview the candidates were further scored by the panel and presented to the Fire Chief. The candidates were ranked into 4 categories. These consisted of the list below.

1. Highly Recommended
2. Recommended
3. Recommended with hesitation
4. Not recommended.



Town of Mashpee

Fire & Rescue Department

20 Frank Hicks Drive

Mashpee, MA 02649

V 508.539.1458

Candidate *Jacob Lewis* granted a final interview with the Fire Chief on *February 24, 2021* and given a conditional offer for hiring on April 27, 2021. The conditional offer consist of the list below.

- Comprehensive background investigation
- Physical examination by the Town Appointed Physician
- Psychological examination by the Town Appointed Psychologist
- Commonwealth of Massachusetts Division of Human Resources, Firefighter Physical Ability Test.
- The Firefighter must reside within 15 miles of the Town of Mashpee within one year from the date of hire.
- The Firefighter must be a Nationally Registered EMT.

I affirm that all phases of the entry level selection process have been completed and that the process has been monitored and reviewed by the Department of Human Resources.

I respectfully request certification of the selection process with the appointment of *Jacob Lewis* as *July 27, 2021* a step 1 Firefighter /EMT.

Thomas C Rullo, Fire Chief

TOWN OF MASHPEE POSITION APPOINTMENT/REAPPOINTMENT REQUEST

Effective: September 1, 2016

JOB TITLE: firefighter/EMT DEPARTMENT: Fire

EMPLOYEE: Jacob Lewis UNION/UNIT: IAFF Local 2519

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

LABOR GRADE: N/A STEP: 1 RATE OF PAY: \$25.9539 Per Hour
Per Week \$56,683.49 Per Year/Base

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

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

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

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

Kim January 7-6-21
Human Resources Director Signature Date

I request this appointment/promotion to be effective on: July 27, 2021

[Signature] 7/19/21
Appointing Authority Signature Date

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

[Signature] 7/19/21
Town Manager Signature Date

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

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

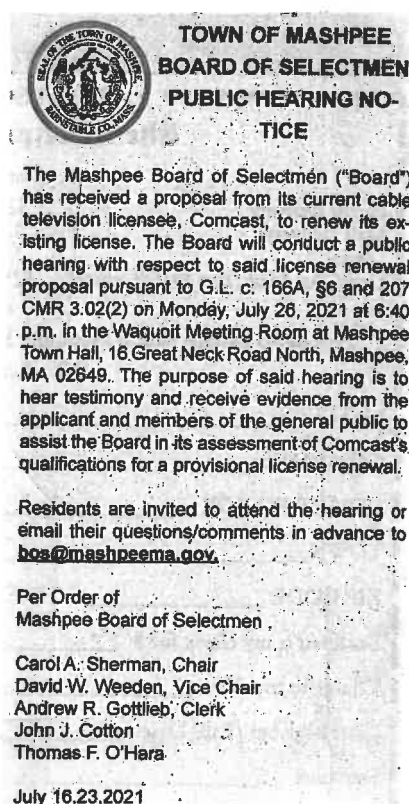
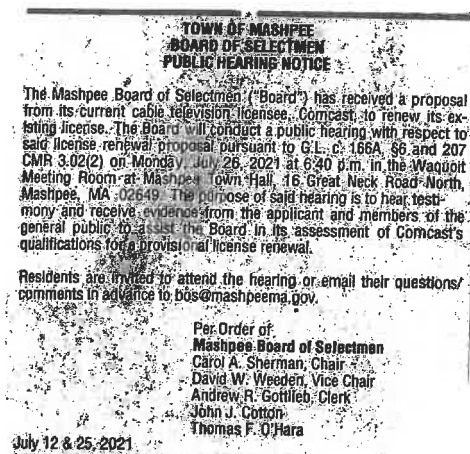
TOWN OF MASHPEE BOARD OF SELECTMEN PUBLIC HEARING NOTICE

The Mashpee Board of Selectmen ("Board") has received a proposal from its current cable television licensee, Comcast, to renew its existing license. The Board will conduct a public hearing with respect to said license renewal proposal pursuant to G.L. c. 166A, §6 and 207 CMR 3.02(2) on Monday, July 26, 2021 at 6:40 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649. The purpose of said hearing is to hear testimony and receive evidence from the applicant and members of the general public to assist the Board in its assessment of Comcast's qualifications for a provisional license renewal.

Residents are invited to attend the hearing or email their questions/comments in advance to bos@marshpeema.gov.

Per Order of
Mashpee Board of Selectmen

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



RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF MASHPEE,
MASSACHUSETTS

This Draft Renewal License is being submitted under the formal/informal process pursuant to 47 USC 546 (b).

TABLE OF CONTENTS

INTRODUCTION	4
ARTICLE 1 DEFINITIONS	5
SECTION 1.1 - DEFINITIONS	5
ARTICLE 2 GRANT OF RENEWAL LICENSE	10
SECTION 2.1 - GRANT OF RENEWAL LICENSE	10
SECTION 2.2 - TERM: NON-EXCLUSIVITY	10
SECTION 2.3 – POLE AND CONDUIT ATTACHMENT RIGHTS	10
SECTION 2.4 – RENEWAL.....	11
SECTION 2.5 - RESERVATION OF AUTHORITY	11
SECTION 2.6 - COMPETITIVE EQUITY	11
ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION	15
SECTION 3.1 – AREA TO BE SERVED	15
SECTION 3.2 - SUBSCRIBER NETWORK	16
SECTION 3.3 - PARENTAL CONTROL CAPABILITY	16
SECTION 3.4--EMERGENCY ALERT OVERRIDE CAPACITY	16
ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS.....	17
SECTION 4.1 – SYSTEM MAINTENANCE.....	17
SECTION 4.2 – REPAIRS AND RESTORATION.....	17
SECTION 4.3 - CABLE LOCATION	18
SECTION 4.4 – TREE TRIMMING	18
SECTION 4.5 – STRAND MAPS	19
SECTION 4.6 – BUILDING MOVES	19
SECTION 4.7 – DIG SAFE	19
SECTION 4.8 – DISCONNECTION AND RELOCATION	19
SECTION 4.9 – EMERGENCY REMOVAL OF PLANT	20
ARTICLE 5 PROGRAMMING.....	21
SECTION 5.1 - BASIC CABLE SERVICE	21
SECTION 5.2 - PROGRAMMING	21
SECTION 5.3 – CABLE CHANNELS FOR COMMERCIAL USE.....	21
ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT	22
SECTION 6.1 - PEG ACCESS CHANNEL(S).....	22
SECTION 6.2 - PEG ACCESS PROVIDER	22
SECTION 6.3 - PEG ACCESS CABLECASTING	23
SECTION 6.4 – PEG ACCESS SUPPORT.....	24
SECTION 6.5 - PEG ACCESS CAPITAL SUPPORT	24
SECTION 6.6 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION	25
SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSEE	25
SECTION 6.8 - PEG ACCESS PROGRAMMING INDEMNIFICATION	25
ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION	26
SECTION 7.1 - CUSTOMER SERVICE	26
SECTION 7.2 – CONSUMER COMPLAINT PROCEDURES.....	26

SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY	26
SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS.....	26
ARTICLE 8 PRICES AND CHARGES	27
SECTION 8.1 - PRICES AND CHARGES.....	27
ARTICLE 9 REGULATORY OVERSIGHT.....	28
SECTION 9.1 - INDEMNIFICATION	28
SECTION 9.2 - INSURANCE.....	28
SECTION 9.3 - PERFORMANCE BOND	29
SECTION 9.4 - LICENSE FEES	29
SECTION 9.5 - EQUAL EMPLOYMENT OPPORTUNITY	30
SECTION 9.6 - REVOCATION OF LICENSE	30
SECTION 9.7 - NOTICE AND OPPORTUNITY TO CURE	31
SECTION 9.8 - TRANSFER OR ASSIGNMENT	32
SECTION 9.9 - REMOVAL OF SYSTEM.....	32
SECTION 9.10 - INCORPORATION BY REFERENCE.....	33
SECTION 9.11 - NO THIRD-PARTY BENEFICIARIES.....	33
ARTICLE 10 MISCELLANEOUS	34
SECTION 10.1 - SEVERABILITY.....	34
SECTION 10.2 - FORCE MAJEURE.....	34
SECTION 10.3 - NOTICES.....	34
SECTION 10.4 - ENTIRE AGREEMENT	35
SECTION 10.5 - CAPTIONS	36
SECTION 10.6 - APPLICABILITY OF RENEWAL LICENSE.....	36
SIGNATURE PAGE.....	37
EXHIBIT A VIDEO ORIGINATION LOCATIONS.....	38

MASHPEE RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast Cable Communication 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 license having commenced on August 22, 2011;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated November 7, 2018 in conformity with the 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 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, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, as amended from time to time, and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, or non-profit, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

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

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

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

(e) Cable System or System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Mashpee, 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 a community, but

such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Department or DTC – shall mean the Massachusetts Department of Telecommunications and Cable.

(g) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(h) Effective Date – shall mean August 22, 2021.

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

(j) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Mashpee and/or any other governmental subdivision, or designated Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Gross Annual Revenues – means the Cable Service revenue actually received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles ("GAAP"). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, leased access fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

(l) Issuing Authority – shall mean the Board of Selectmen of the Town of Mashpee, Massachusetts, or the lawful designee thereof.

(m) Licensee – shall mean Comcast Cable Communication Management, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(n) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Mashpee and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(o) Modulator – shall mean CATV modulator or equivalent device used for video signal transport.

(p) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(q) Normal Operating Conditions – shall mean those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, public health emergencies, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee 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.

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

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

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

(u) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel made available by the Licensee for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

(v) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Mashpee residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(w) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Mashpee, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Mashpee for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

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

(y) Signal – shall mean any transmission which carries Programming from one location to another.

(z) Standard Installation – shall mean the standard one hundred twenty-five foot (125') aerial Drop connection to the existing distribution system.

(aa) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Licensee's express permission.

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

(ac) Town – shall mean the Town of Mashpee, Massachusetts.

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

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, the Cable Act and subject to the terms and conditions herein the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast Cable Communication Management, LLC, authorizing and permitting Licensee to construct, operate and maintain a Cable System in the Public Way within the municipal limits of the Town. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

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

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on August 22, 2021, following the expiration of the current license, and shall expire at midnight on August 21, 2031.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL

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

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws of general applicability and not specific to the Cable System, Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. This License is a contract and except as to those changes which are the result of the Issuing Authority's lawful exercise of its general police power, the Issuing Authority may not take any unilateral action which materially changes the explicit mutual promises in this License. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority. In the event of any conflict between this License and any Issuing Authority ordinance or regulation that is not generally applicable, this License shall control. Notwithstanding any other provision of this License, Licensee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Issuing Authority that conflicts with its contractual rights under this License, either now or in the future.

SECTION 2.6 - COMPETITIVE EQUITY

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses or other authorizations to other Cable Service providers or wireline based video service providers within the Town for the right to use and occupy the Public Ways or streets within the Town. If any such additional or competitive license or other authorization is granted by the Issuing

Authorities which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this Renewal License, including, but not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; PEG access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

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

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) or other authorization shall be on equivalent material terms and conditions as those contained in this Renewal License.

(d) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L.c. 166A and applicable regulations promulgated thereunder.

(e) In the event that Licensee believes that any additional license(s) or other authorization has been granted on terms or conditions materially more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from Licensee. Along with said written request, Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any such additional license(s) or other authorization are on terms more favorable or less burdensome than those contained in this Renewal License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(f) Should Licensee demonstrate that any such additional license(s) or other authorizations have been granted on terms and conditions more favorable or less burdensome than those contained in

this Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License within a reasonable time.

(g) In the event that Licensee demonstrates that an existing or future Cable Service provider or wireline based video service provider in the Town has been provided relief by the Issuing Authority from any material obligation of its license, then Licensee shall be awarded an equivalent amount of relief from the material obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. License shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Issuing Authority from any obligation of its cable television license or other similar lawful authorization. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested to justify its belief; provided, however, that said information is non-proprietary.

(h) In the event that Cable Services or wireline video services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor ("MVPD") other than Licensee, which is not in any way an affiliate of Licensee, and such Person(s) or MVPD is not required by applicable law to be licensed by the Issuing Authority, and to the extent that Licensee reports to the Issuing Authority, in writing, that the provision of such Cable Services by such Person(s) or MVPD is having a negative financial impact upon Licensee's Cable System operations in the Town, Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from Licensee.

(i) Along with said written request, Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to present the basis and the reasons for its determination. Licensee shall provide the

Issuing Authority with such financial and other relevant information as is reasonably requested.

- (ii) Should Licensee demonstrate that the Cable Service(s) or wireline based video service of such Person(s) is having a negative financial impact upon Licensee's Cable System operations in the Town, the Issuing Authority shall make equitable amendments to this Renewal License.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Licensee shall upon request make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile provided however, that any request for plant extension is measured from a technically feasible point on the existing Trunk and Distribution System from which a usable Cable Service Signal can be obtained and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with the Cable Act. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within two hundred seventy-five (275) feet of the nearest distribution pole line within the Public Way. Upon written request from the City/Town, Licensee shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the City/Town of the survey results and applicable costs to extend Service to the area.

(b) Licensee shall make service available to multiple dwelling units (MDU) upon request and where economically feasible, provided that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide Service to said MDU. Subject to the density requirement, Licensee shall upon request offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five feet (125') of Licensee's Trunk and Distribution System. For non-Standard Installations, Licensee shall offer said Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting Town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town.

(c) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred twenty-five feet (125 ft.) of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

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

SECTION 3.2 - SUBSCRIBER NETWORK

Licensee shall maintain a Cable Television System, fully capable of providing Cable Service in accordance with applicable law.

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

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

SECTION 3.4---EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

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

(b) The construction, maintenance and operation of the Cable System for which this Renewal License is granted shall be done in conformance with all applicable state and federal laws, bylaws, codes and regulations of general applicability and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

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

SECTION 4.2 - REPAIRS AND RESTORATION

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

Licensee upon written demand by the Issuing Authority. Prior to such repair or restoration the Town shall submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Licensee shall install its Cable System underground, provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Renewal License such public utility lines are required by the Issuing Authority or State to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating the Cable System shall be reimbursed to Licensee in the event public or private funds are raised for the project and made available to other users of the Public Way. In the event funds are not reimbursed, Licensee reserves the right to pass through its costs to Subscribers.

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

SECTION 4.4 - TREE TRIMMING

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with MGL c. 87 and any Town bylaws and regulations.

SECTION 4.5 – STRAND MAPS

Licensee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist. The strand maps will be retained at Licensee's primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

SECTION 4.6 - BUILDING MOVES

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

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

SECTION 4.7 - DIG SAFE

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

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) In accordance with applicable law, Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority 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 lawful governmental capacity.

(b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) Licensee shall have the right to reimbursement of project costs under any applicable insurance or government program for reimbursement. All cable operators and public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town. In the event that funds are not reimbursed, Licensee reserves the right to pass its costs through to Subscribers.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority shall give Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) Licensee shall have the right to reimbursement under any applicable insurance or government program for reimbursement. All cable operators and public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town. In the event that funds are not reimbursed, Licensee reserves the right to pass its costs through to Subscribers.

ARTICLE 5
PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

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

(b) Licensee shall comply with 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes. Advance notice shall not be required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer. Written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

SECTION 5.3 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial leased access channels shall be negotiated between Licensee and the commercial user in accordance with federal law. Licensee shall have no editorial control over the content of programming on leased access channels and is not subject to any liability therefrom.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of a video channel for PEG Access Programming shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth herein. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of a PEG Access Channel, except Licensee may refuse to transmit any Public Access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall make available four (4) channel(s) for PEG Access Programming purposes. A PEG Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (c) below.

(c) In the event the Issuing Authority or Access Provider elects not to fully program a PEG Access Channel(s) with original PEG Access Programming, Licensee may reclaim any unused time on those channels.

SECTION 6.2 - PEG ACCESS PROVIDER

Beginning on the Effective Date, Issuing Authority or Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.4 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish, implement and enforce rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of PEG Access Programming of interest to Subscribers; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from an origination location listed in **Exhibit A** to Licensee-owned headend or hub-site on a Licensee-owned upstream channel made available, without charge, to the Town for its use. At Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) Licensee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming

from the location listed in Exhibit A to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio and/or video signal processing equipment. The Town and/or PEG Access Provider shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. The demarcation point between Licensee's equipment and the Town or PEG Access Provider's equipment shall be at the output of the Town and/or the PEG Access Provider's modulator(s) or equivalent device at any of the origination locations in Exhibit A.

SECTION 6.4 – PEG ACCESS SUPPORT

Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG Access purposes, equal to three percent (3%) of its Gross Annual Revenues. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming operations. Said three percent (3%) Franchise Fee shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on November 15, 2021 for the period of August 22, 2021 through September 30, 2021. Quarterly thereafter, Licensee shall provide payments each February 15th, May 15th, August 15th and November 15th based on revenues from the previous calendar quarter.

SECTION 6.5 - PEG ACCESS CAPITAL SUPPORT

The Licensee shall pay to the Issuing Authority an amount equal to Four Hundred Forty-Four Thousand Eight Hundred Dollars (\$448,000) in ten annual payments as capital support for PEG access. The initial payment of Forty-Four Thousand Eight Hundred Dollars (\$44,800) shall be payable to the Issuing Authority within ninety (90) days of the Effective Date of this Renewal License. All other Annual Capital Payments of Forty-Four Thousand Eight Hundred Dollars (\$44,800) will be payable to the Issuing Authority on November 15th with the last payment being made on November 15, 2030. The Issuing Authority shall allocate such amount to PEG capital, equipment and facilities uses exclusively.

SECTION 6.6 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee's Cable System for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

SECTION 6.8 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The Issuing Authority and/or the Access Provider shall indemnify the Licensee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Issuing Authority's rules for or administration of PEG Access Programming.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) and the Department as they exist or as they may be amended.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Department or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Department shall be notified by Licensee on forms to be prescribed by the Department not less than annually, of the complaints of Subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY

Licensee shall comply with applicable federal and state privacy laws and regulations, including 47 U.S.C. 551.

SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Licensee.

ARTICLE 8

PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

(a) Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

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

ARTICLE 9
REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give Licensee timely (best efforts of 10 business days) written notice of its obligation to indemnify and defend the Issuing Authority within the timely receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority. The Licensee shall not be required to indemnify the Issuing Authority for any claims resulting from acts of willful misconduct or negligence on the part of the Issuing Authority.

SECTION 9.2 - INSURANCE

- (a) Licensee shall carry Commercial General Liability insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts protecting, as required in this Renewal License, Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for personal injury and property damage shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.
- (b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles in the

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

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of Licensee.

(d) Licensee shall provide the Issuing Authority upon request with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 9.3 - PERFORMANCE BOND

(a) Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of M.G.L.c. 166A, § 5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);
- (3) the indemnity of the Town in accordance with M.G.L.c. 166A, § 5(b); and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f).

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the

preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment 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 (i) the PEG Access Annual Support (Section 6.4) and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) PEG Access Capital Support (Section 6.5); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by Licensee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

SECTION 9.5 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.6 - REVOCATION OF LICENSE

The License issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Department for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L.c. 166A, § 4;

(b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(c) For repeated failure to comply with the material terms and conditions herein required by M.G.L.c. 166A, §5;

(d) For repeated failure, as determined by the Department, to maintain signal quality pursuant to the standards provided for by the FCC ;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein; and

(f) For failure to complete construction in accordance with the provisions of the Renewal License.

SECTION 9.7 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any or several material provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify Licensee in writing, by certified mail, of the material provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. 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 Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot 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. Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said default and reporting Licensee's progress until such default is cured.

(c) In the event that (i) Licensee fails to respond to such notice of default; and/or (ii) Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) 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 Licensee. Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 9.8 - TRANSFER OR ASSIGNMENT

In accordance with 207 CMR 4.00 and applicable federal law, this Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Department. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7.

SECTION 9.9 - REMOVAL OF SYSTEM

Upon termination of this Renewal License or denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Licensee shall remove its supporting structures, poles, transmission and distribution

systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Franchisee shall not be required to remove, relocate or sell its Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

SECTION 9.10 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal and state laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Department, as they may be amended, are incorporated herein by reference, to the extent not enumerated herein.

(b) Should the State, the federal government or the FCC require Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.11 - NO THIRD-PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

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

SECTION 10.2 - FORCE MAJEURE

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

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be sent by certified mail, nationally recognized overnight courier service or other means as allowed by applicable law and providing for a receipt

as proof of delivery to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Board of Selectmen
Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

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

Comcast Cable Communications, Inc.
Attn: Government Relations
5 Omni Way
Chelmsford, MA 01824

with copies to:

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

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

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

SECTION 10.4 - ENTIRE AGREEMENT

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

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - APPLICABILITY OF RENEWAL LICENSE

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

SIGNATURE PAGE

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF _____ 2021.

TOWN OF MASHPEE, MA

By:

Chairman, Board of Selectmen

Board of Selectmen

Board of Selectmen

Board of Selectmen

Board of Selectmen

COMCAST CABLE COMMUNICATION MANAGEMENT, LLC

By:

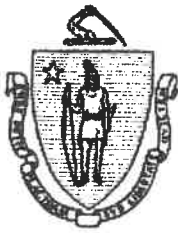
Trevor W. Arp, Sr. Vice President
Greater Boston Region

EXHIBIT A

VIDEO ORIGINATION LOCATIONS

Town Hall	16 Great Neck Road
Police Station	19 Frank Hicks Drive
High School	500 Old Barnstable Road

**MASSACHUSETTS
APPLICATION FORM 100
WITH EXHIBITS**



COMMONWEALTH OF MASSACHUSETTS
OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION

DEPARTMENT OF
TELECOMMUNICATIONS & ENERGY
Cable Television Division

FORM 100
LICENSE APPLICATION

Applicant: Comcast Cable Communications Management, LLC

Authorized Officer (Signature):

A handwritten signature in black ink, appearing to read "Paul G. Kelly".

Municipality: Town of Mashpee, Massachusetts

Date Submitted to Municipality: March 22, 2021

Type of Application: _____ **Initial License** _____ **X** **Renewal License**

Nature of Application: _____ **X** **Formal Proposal pursuant to 47 U.S.C. § 546(a)**

_____ **Informal Proposal pursuant to 47 U.S.C. § 546(h)**

Proposed License and/or Supporting Materials Attached: _____ **X** **Yes** _____ **No**

IDENTIFICATION OF APPLICANT

- 1. Name, corporate address, and corporate telephone number of applicant.**

Comcast Cable Communications Management, LLC
One Comcast Place
1701 John F. Kennedy Blvd.
Philadelphia, PA 19103
Tel: 215.665.1700

- 2. Name, title, business address, business telephone number, and email address of applicant's Authorized Officer. Attach as Exhibit A evidence of Authorized Officer's authority.**

Mark Reilly
Sr. Vice President
Comcast Cable Communications, Inc.
676 Island Pond Road
Manchester, NH 03109
Tel: 603.695.1400
Email: mark_reilly@cable.comcast.com

- 3. Name, title, business address, business telephone number, and email address of individual to whom communications should be sent if different from Authorized Officer.**

Timothy J. Kelly
Vice President of Government Affairs
Comcast Cable Communications, Inc.
5 Omni Way
Chelmsford, MA 01824
617.279.1576
Email: timothy_kelly@cable.comcast.com

GENERAL LICENSE INFORMATION

- 4. Indicate number of years for which initial or renewal license is requested.**

A 10-year license renewal from the expiration of the current license is requested.

- 5. Indicate proposed start date of initial or renewal license.**

Applicant proposes to commence the new renewal license the day following the current license expiration date.

6. **For initial license: State whether applicant currently holds licenses or has pending applications in any other Massachusetts municipality. If yes, provide detailed information as to the municipality and license status.**

Not Applicable.

7. **State whether applicant has been a party to any fully adjudicated license-related legal action (e.g., breach of license, denial of license) in any jurisdiction. If yes, provide detailed information on each such legal action, including the disposition.**

Applicant has not been a party to any fully adjudicated license-related legal action.

8. **State the amount of insurance applicant proposes to carry for the cable system in accordance with G.L. c.166A, 5(c). State whether applicant proposes to carry insurance in addition to that required by the statute, and if so, the purpose and amount.**

Property Damage:	\$1,000,000 (per accident)
Personal Injury:	\$1,000,000 (per person or accident)
Umbrella Policy:	\$5,000,000
Workers' Compensation:	Statutory Limits

Comcast currently carries insurance in these amounts listing the Town of Mashpee as an additional insured.

9. **State the proposed amount of bonding that will be submitted in accordance with G.L.c. 166A, 5(k).**

Comcast proposes a \$25,000 performance bond throughout the term of the renewal license.

10. **State whether applicant's proposed subscriber privacy policy complies with federal and state law and regulation. If not, explain.**

Yes.

11. **Describe applicant's proposed procedures for handling customer service inquiries during the term of the license, including but not limited to subscriber complaints. For renewal license, applicant may attach as Exhibit B its most recent copy of Billing & Termination Filing and Subscriber Privacy Notice.**

RATES AND SERVICES

12. **For initial license: List broadcast television signals applicant proposes to carry. For renewal license: State whether applicant's proposed broadcast and cable offerings will differ significantly from offerings currently available in the municipality. Applicant may also attach as Exhibit C current channel lineups for all service tiers, including broadcast and cable channels.**

Comcast does not have any current plans for significant changes in broadcast and cable offerings from what is being offered today.

13. **List separately those channels that are current must carry and those channels that are currently carried pursuant to retransmission consent. *Note: Channels that are must carry and retransmission consent may change throughout the license term beyond the cable operator's control.***

The following channels are current must carry within the Boston DMA.

WGBH-2 (PBS)
WBZ-4 (CBS)
WCVB-5 (ABC)
WLNE-6 (ABC)
WHDH-7
WBTS-10 (NBC)
WLVI-11 (CW)
WFXT-13 (Fox)
WSBK-14 (MyTV)
WBPX-15 (ION)
WGBX-16 (PBS)
WUTF-17 (UMAS)
WNEU-19 (TEL)
WMPF-20 (IND)

14. **State whether applicant proposes to offer or continue to offer non-automated local origination programming. If yes, describe in detail the starting date that such programming will be available, the types of programming, the hours per week, the quantity of programming applicant expects to produce within the service area, how the programming will serve the specific needs of the municipality, and applicant's policy regarding making time available for discussion of controversial issues of public importance. Also, list the schedule of fees to access users for production costs and use of origination equipment.**

Comcast proposes to provide financial support to the Town of Mashpee or its designee, with such terms as indicated in Article 6 of the draft Cable Television Renewal License.

15. State whether applicant plans to offer or continue to offer public, educational, and governmental access channel(s). If yes, provide the amount and type of financial support, the location of the facilities, the facilities and equipment available (including the cost of such equipment and facilities), the hours of operation, and whether there will be technical assistance available.

Comcast proposes to make available four (4) PEG Access channel for use by the Town of Mashpee or its designee, with such terms as indicated in Article 6 of the draft Cable Television Renewal License.

16. If applicant plans to offer or maintain an institutional network (I-Net), attach as Exhibit ____ a technical description of the system.

Not applicable.

FOR INFORMATIONAL PURPOSES ONLY:

17. Provide a complete listing of all proposed subscriber fees, including those for both regulated and non-regulated cable services, installation, and equipment. For renewal licenses, applicant may attach as Exhibit D a current rate card.
18. State whether applicant proposes to offer or continue to offer any additional services in the municipality that are not subject to regulation as a cable service, and if so, provide description.

Comcast currently offers the following NON-cable related services:

- 1) *Modem Service* – An always on, high speed, cable modem based Internet access service to residential customers. In addition to offering speeds significantly faster than conventional phone line based services, Comcast's Internet service offers features such as exclusive broadband and local content; free support 24 hours a day, 7 days a week; multiple email accounts; professional in-home installation; and more.
- 2) *Digital Voice Service* – A single home connection to unlimited local calling, in-state and state-to-state direct-dialed long distance calls, packaged with preferred features combined with local and long distance calling.

TECHNICAL INFORMATION:

19. State whether the proposed service area is included in a regional cable system. If yes, list all of the other communities in the regional system served by the headend(s) that will be used for the proposed service area and the location of such headend(s). If no, state where the headend(s) will be located in the service area.

The area served is part of a regional cable system. Communities served by this regional cable system is Mashpee. The system is currently served by a headend located in Mashpee.

20. If the proposed service area is not the entire municipality, specify the nature of the area (e.g., neighborhood) and explain why the entire municipality will not be served.

The area served is the entire municipality, subject to the limitations set forth in Section 3.1 of the draft Cable Television Renewal License.

21. Describe in detail any problems applicant foresees in extending service to all parts of the proposed service area.

Please see our response above.

22. Construction: *For initial license*, indicate the time period in which applicant proposes to begin and complete full-scale construction. *For renewal license*, state whether applicant plans significant upgrade or rebuild activity during the renewal term, and if so, file as Exhibit E a description of the proposed changes and projected dates for the commencement and completion of construction.

Comcast recently enhanced the cable system serving the Town. In addition to other benefits, the enhancement provided digital picture and sound on all Limited Basic and Expanded Basic Service channels allowing for additional High-Definition content to be added to the channel lineup. There are no further plans to upgrade the cable system at this time. The current cable system has the capability to offer advanced services.

23. Attach as Exhibit E a technical description of the system, including a strand or street map showing the extent of cable plant in the municipality.

Comcast shall continue to make available to all residents of the Town a minimum seven hundred fifty Megahertz (750 MHz) Cable System.

24. Describe the equipment applicant proposes to offer or continue to offer at the subscriber terminal (e.g., remote control, analog converter, digital converter, high definition converter, digital video recorder).

Comcast does make available, for a monthly charge, devices specific to the service tier requested by a subscriber, including digital video recorders and remote controls. Equipment available to Mashpee subscribers can be found in Exhibit D.

25. State whether applicant's proposed safety measures for the cable system comply with federal and state law and regulations.

Yes, Comcast complies with federal and state laws and regulations.

26. State whether applicant's Emergency Alert System (EAS) complies with federal and state law and regulations.

Yes, Comcast complies with federal and state laws and regulations.

OWNERSHIP AND FINANCIAL INFORMATION:

27. If applicant is a publicly-traded corporation or subsidiary of a publicly-traded corporation, attach as Exhibit __ a copy of the corporation's most recent annual report to stockholders. Otherwise, attach as Exhibit F an audited financial statement as of the most recent audit, showing applicant's financial position.

Comcast's most recent annual report can be found at <http://www.cmcsa.com>. Hard copies are available upon request.

If the status and composition of any assets or liabilities on the audited financial statement is not clearly defined by the respective titles, attach as Exhibit F schedules that provide a definition of such terms.

If recent financial information, i.e., an annual report or an audited financial statement, is not available, complete the Supplement to License Application.

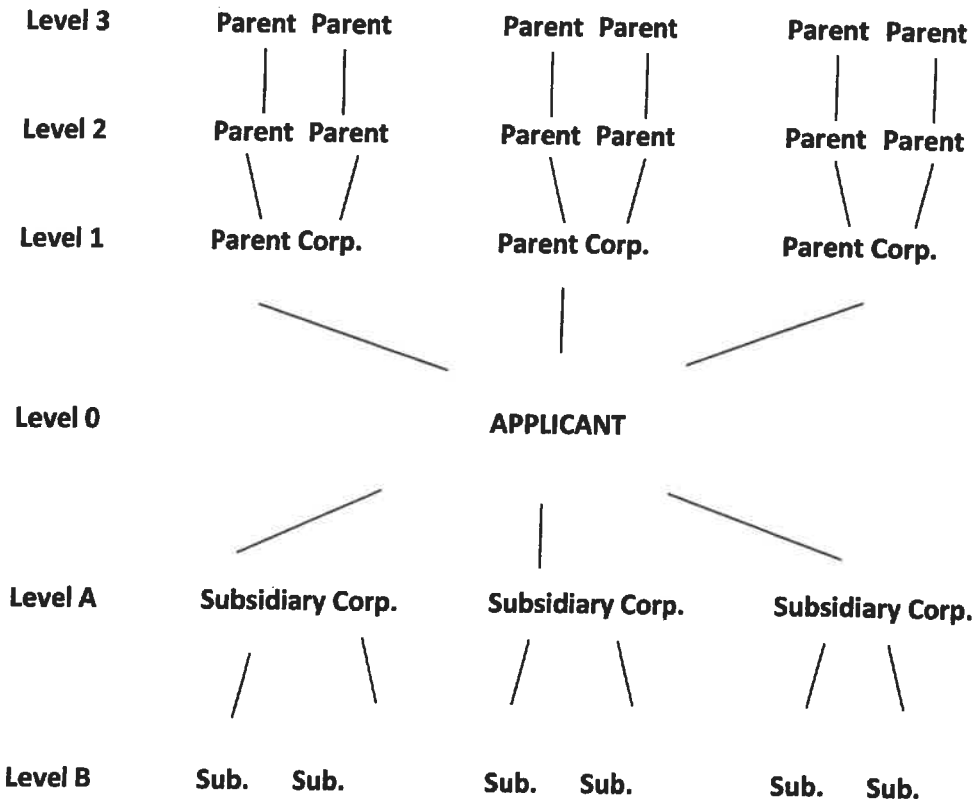
28. Provide as Exhibit F the following system information as of the last complete year for which the data is available:
- a. Total Homes in Service Area (passed and not passed by cable system)
 - b. Homes Passed by Cable System
 - c. Cable Subscribers
 - d. Aerial Miles Constructed
 - e. Underground Miles Constructed
 - f. Total Cable Subscriber Revenues in Service Area

29. Indicate appropriate business structure for applicant:

☐ Individually owned
☐ Corporation serving one community
☐ Corporation operating cable systems in more than one community, but there
☒ operations are not separate corporation
☐ Partnership
☐ Other (specify)

30. Complete a "corporate family tree" for each of the corporations or other business entities listed in the following levels. For example, if there is one corporation named in Level 0, two in Level 1, one in Level 2, one in Level 3, two in Level A, and none in Level B, seven sets of responses must be filed, one for each of the seven corporations or other business entities identified in the "corporate family tree."

In simplified fashion, such a "tree" might look like this:



Level 0: Provide the name, city, and state of principal office.

Level 1: Provide the name, city, and state of principal office for any corporation or other business entity that owns 25% or more of the voting stock of the reporting cable system named in Level 0.

Level 2: Provide the name, city, and state of principal office for any corporation or other business entity that owns 25% or more of the voting stock of the entity or entities named in Level 1. In each case, indicate which entity in Level 1 is the subsidiary of the entity named in Level 2.

Level 3: Provide the name, city, and state of principal office for any corporation or other business entity that owns 25% or more of the voting stock of the entity or entities named in Level 2. In each case, indicate which entity in Level 2 is the subsidiary of the entity named in Level 3.

Level A: If applicant (Level 0) owns 25% or more of the voting stock of any corporation or other business entity, provide the name, city, and state of principal office.

Level B: If the entity or entities named in Level A owns 25% or more of the voting stock of a corporation or other business entity, provide the name, city, and state of principal office. In each case, indicate which entity in Level A is the parent of the entity named in Level B.

Please see as Exhibit G.

31. For corporations, provide as Exhibit __ a list of all officers and directors (whether or not they own stock) and stockholders who own 1% or more of the voting stock of the corporation, as well as the city and state of residence and corporate position. If an ownership interest exists, record this to the nearest whole percent based on the total number of outstanding shares of voting stock in the corporation, exclusive of treasury stock. Where stock is held by a stockholder in a street name, this fact should be noted, but no further information concerning such stockholder need be furnished.

OR

For partnership, list the name, city, and state of residence, and percent of interest in the partnership of each general or limited partner.

One hundred percent (100%) of the Applicant's common stock is wholly-owned by Comcast Cable Communications, LLC of Delaware. There is no designation for voting stock.

32. Has any individual named in Question 31 been found guilty of any felony in any federal or state court within the past ten years? If yes, submit as Exhibit__ a statement disclosing the individual and matters involved and identifying the court and proceeding by date and file numbers.

Not Applicable.

33. If any individuals listed in Question 31 are aliens, submit as Exhibit__ a list of their names, addresses, and nationalities.
34. If applicant is unable to supply all of the information requested herein for itself or any of the corporations or other business entities named, submit as Exhibit__ a list of those individuals or business entities for which any of the requested information is not being furnished, and include a detailed explanation of why the omitted material is unavailable.

SUPPLEMENT TO LICENSE APPLICATION

This Supplement to the License Application must be completed by any applicant that is not able to provide an annual report or an audited financial statement for its most recently completed fiscal year.

In completing Schedules A through E, provide pro forma information for each year in a ten-year projected period.

In completing Schedule F, appropriate documentation must be provided to ensure the applicant has secured the proper financial commitment.

SCHEDULE A: ASSETS

CURRENT ASSETS

**Cash and Equivalents
Accounts Receivable, Less Allowances
Inventory
Prepaid Expenses
Other Current Assets
TOTAL CURRENT ASSETS**

FIXED OPERATING ASSETS

**Land
Buildings
Headend Equipment
Trunk and Distribution Equipment
Subscriber Devices
Other Fixed Operating Assets
Construction Work in Progress
TOTAL FIXED OPERATING ASSETS
Accumulated Depreciation
NET FIXED OPERATING ASSETS**

OTHER OPERATING ASSETS

**Franchise Acquisition Costs
Excess Fair Value
Goodwill
Other Intangible Assets
TOTAL OTHER ASSETS
Accumulated Amortization
NET OTHER ASSETS**

TOTAL NET ASSETS

SCHEDULE B. LIABILITIES

CURRENT LIABILITIES

Accounts Payable
Subscriber Advance Payments and Deposits
Debt Due Within One Year
Current Taxes Payable
Other Current Liabilities
TOTAL CURRENT LIABILITIES

NON-CURRENT LIABILITIES

Long-Term Debt
Notes Payable
Bonds Payable
Obligation on Capitalized Leases
Deferred Taxes
Other Non-Current Liabilities
TOTAL NON-CURRENT LIABILITIES

OWNER'S EQUITY

Net Assets Due From/To Parent Company
Capital Stock
Retained Earnings – Gross
Accumulated Dividends
Other Owner's Equity
TOTAL OWNER'S EQUITY

TOTAL LIABILITIES AND EQUITY**SCHEDULE C: LOCAL CHARACTERISTICS****CONSTRUCTION AND SUBSCRIBERS**

Total Homes in Service Area
Aerial Miles Constructed
Underground Miles Constructed
TOTAL Miles Constructed
Homes Passed by Cable
Subscribers at End of Year

SCHEDULE D: OPERATING INCOME

SUBSCRIBER REVENUE

- Installation Income
- Equipment Revenue
- Basic Service Tier Revenue
- Cable Programming Service Tier Revenue
- Premium Service Revenue
- Per Program or Per Channel Revenue
- Other Subscriber Revenue
- TOTAL SUBSCRIBER REVENUE**

NON-SUBSCRIBER REVENUE

- Advertising Income
- Other Income
- TOTAL NON-SUBSCRIBER REVENUE**

TOTAL OPERATING INCOME

SCHEDULE E: OPERATING EXPENSES

DIRECT OPERATING EXPENSES

- Programming Expenses
- Net Bad Debt and Collection Expenses
- Salaries and Benefits
- Repairs and Maintenance
- Light, Heat, and Power
- Pole and Duct Rental
- Administration - Office and Billing
- Marketing
- Local Origination
- Other
- TOTAL OPERATING EXPENSES**

DEPRECIATION AND AMORTIZATION

- Depreciation
- Amortization
- TOTAL DEPRECIATION AND AMORTIZATION**

TOTAL EXPENSES

SCHEDULE F: DEBT FINANCING

DEBT FINANCING PLAN

Provide the commencement date, interest rate, repayment terms, and outstanding amount for each loan held by the applicant.

Attach as Exhibit___ a description of each financial agreement to include the lender, terms, conditions and security.

If lender is a bank or financial institution, a letter of intent or commitment must be included. If lender is a corporation, individual, or partnership, a financial statement showing net worth equal to amount of commitment or a letter of commitment from a financial institution for the specific project must be included.

Form 100

Exhibit A

Authorized Officer's Authority

Please see the following page(s).

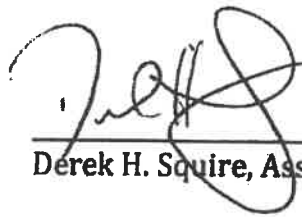
ASSISTANT SECRETARY'S CERTIFICATE

I, Derek H. Squire, Assistant Secretary of each of the entities listed on the attached Exhibit A (the "Entities"), each duly organized under the laws of its respective state of organization:

DO HEREBY CERTIFY, that Mark E. Reilly is a duly elected and appointed officer of each of the Entities, holding the title of Senior Vice President—Government and Public Relations; and

FURTHER CERTIFY, that Mark E. Reilly is authorized to execute on behalf of each of the Entities, franchise documents and any other documents relating to franchise matters within each of the Entities' designated franchise area.

IN WITNESS WHEREOF, I have executed and delivered this Certificate this 14th day of June, 2017.

A handwritten signature in black ink, appearing to read 'Derek H. Squire', is written over a horizontal line.

Derek H. Squire, Assistant Secretary

Exhibit A

<u>Entity</u>	<u>State of Organization</u>
Comcast Cable Communications Management, LLC	Delaware
Comcast of Boston, Inc.	New York
Comcast of Brockton, Inc.	Delaware
Comcast of California/Massachusetts/Michigan, Utah, LLC	Delaware
Comcast of Connecticut/Georgia/Massachusetts/ New Hampshire/New York/North Carolina/Virginia/ Vermont, LLC	Delaware
Comcast of Georgia/Massachusetts, LLC	Delaware
Comcast of Massachusetts II, Inc.	Delaware
Comcast of Massachusetts III, Inc.	Delaware
Comcast of Massachusetts/Virginia, Inc.	Virginia
Comcast of Milton, Inc.	Massachusetts
Comcast of Needham, Inc.	Delaware
Comcast of Southern New England, Inc.	Massachusetts

Form 100

Exhibit B

Billing, Equipment, Termination Subscriber Information & Privacy Notice

Please see the following page(s).



Comcast Xfinity Privacy Policy

Effective January 1, 2020

We know you care about your privacy and the protection of your personal information^①. We also know it is our responsibility to be clear about how we protect your information. We designed this Privacy Policy to do just that. It explains the types of personal information we collect, and how we collect, use, maintain, protect, and share this information. This Privacy Policy also tells you about the rights and choices you may have when it comes to your personal information.

Some of what we say in our Privacy Policy is required by law, and may at times seem long and complicated, but we've worked hard to try to make our Privacy Policy easy to understand and provide examples where possible. The Xfinity Privacy Center (www.xfinity.com/privacy) includes more information about:

- How to review and manage your personal information and account activity
- How to set your marketing and advertising preferences, and opt out of certain information sharing
- How our products and services help to protect you
- How you can better protect yourself online

You can review this Privacy Policy and the Information in the Xfinity Privacy Center anytime. If you still have questions, you can contact us^② for more information.

WHEN THE PRIVACY POLICY APPLIES

This Privacy Policy applies to the information we collect when you use Xfinity-branded products, services, networks, and platforms^③, including our websites and mobile apps. This Privacy Policy also applies to other Comcast-branded products and services^④ that link to it. We'll refer to these as our "Services" in this Privacy Policy. It also applies to the information we collect about you from third parties. This Privacy Policy does **not** apply to non-Xfinity products, services, websites, and mobile applications that you may access or use through Xfinity platforms.

Learn more about when the Privacy Policy applies

Because this Privacy Policy describes the privacy practices for all of our Services, some parts may not apply to you. For example, if you do not subscribe to Xfinity Voice (home phone service) or Xfinity Mobile, we will not collect call detail information. If you do not subscribe to Xfinity Home, we will not collect home security event information.

Some Services may have additional privacy practices that may be described to you in different ways, such as in a separate contract for Comcast Business Services. To the extent there is an overlap between this Privacy Policy and a Service-specific privacy policy, the Service-specific policy or agreement will control with respect to that Service.

This Policy does **not** apply to the non-Xfinity products, services, websites, and mobile applications that you may use through the Xfinity platforms. For example, if you subscribe to Xfinity Internet and visit a news or shopping website, the privacy policy for that website will apply. If you subscribe to Xfinity TV and use our Xfinity X1 platform to use another company's streaming service, the privacy policy for that streaming service will apply to information it collects. Likewise, if you connect your smart thermostat to your Xfinity Home security and automation service, the privacy policy of the smart thermostat company will apply to the information it collects.

THE PERSONAL INFORMATION WE COLLECT AND HOW WE COLLECT IT

To provide you with our Services, we collect your personal information. This can include information that does not personally identify you — such as device numbers, IP addresses, and account numbers. It may also include information that does personally identify you, such as your name, address, and telephone number. We call any information that identifies you "personally identifiable information" or "PII."

If you allow others to use your Comcast or Xfinity accounts or Services, we will also collect personal information about those individuals. If you are not a Comcast or Xfinity customer, but use our Services through someone else's account, we will collect information about you, but it may not identify who you are to us. We may also collect information about you from third parties^⑤.

We collect this information to provide our Services, respond to your requests^⑥, and to tailor our Services^⑦ to best meet your needs and interests.

Learn more about the information we collect and to see examples

What We Collect

- **Account Information** – Information we use to identify who you are to maintain your account and Services
- **Analytics and Inferences** – Information related to your household, account, or your use of our Services, and our predictions about what you might like or not like
- **Billing Information** – Information including your financial transactions that are available on your billing statements and other payment receipts
- **Contact Information** – Information such as your full name and telephone number that we use to stay in contact with you
- **Demographic and Interest Information** – Information we obtain from other companies to better tailor our marketing and advertising services to you
- **Service Activity Information** – Information associated with your use of our Services

In some cases, California requires that we use different names to describe the categories of information that we collect. For more information about these categories, please see the Special Information Regarding California Residents' Privacy Rights, below.

How We Collect Personal Information

We collect personal information about you in several ways.

1. Directly from you when you create an account or interact with our customer service, such as:
 - Contact information, which may include your name, mailing address, email address, or telephone number
 - Login credentials for our Services, such as your username and password
 - Customer communications records, including records of calls and chats with our customer service representatives
 - Information that you provide when interacting with us on our social media pages, message boards, and other forums, including your username, profile pictures, and comments, as well as information you publicly share about us
 - Payment information, such as your credit/debit card or other financial account information
 - Your Social Security number
 - Your driver's license, state identification cards, or other forms of identification
 - Legal documents, such as documentation of the authority to act on behalf of another person
2. When you use or interact with our Services, such as:
 - Household and device video selection and viewing activity^⑧ when you use our Services
 - Voice commands and audio recordings made through voice activated devices that are part of the Services, such as the Voice Remote
 - Geolocation information on where you are at a specific point in time based on your service address to help us authenticate you^⑨ for certain services on our platform

- IP addresses, device identifiers, and network equipment addresses when devices connect to our Services
 - Device and user activity information, including what you search and how long you use our websites and applications, using cookies and other technologies (Cookie Notice: <https://www.xfinity.com/privacy/policy/cookie/notice>)
 - Domain Name Server or "DNS" searches and network traffic activity when you use our Services, such as Xfinity Internet, Xfinity Mobile or Xfinity WiFi
 - Geolocation information that indicates where your device is at a specific point in time when you use Xfinity Mobile or enable that function in our mobile apps or
 - General location information, such as the city or ZIP Code that correlates with the location of a WiFi service access point or with the license of your device IP address when you use Xfinity Internet or Xfinity WiFi
 - The quantity, technical configuration, type, features, call history, and amount of your use of voice services (known as Customer Proprietary Network Information or "CPNI")
 - Video and audio recordings (if you have turned these features on) when you use Xfinity Home security and automation
3. From third parties, such as:
- Credit reporting agencies that provide credit scoring, fraud protection, and other services
 - Landlords and property owners that provide contact and other information
 - Government entities that offer public records
 - Consumer data providers that offer demographic, interest, purchase, and other data that we use to tailor our marketing and communications to your interest
 - Social networks and other publicly available data, like Facebook
 - Online advertising companies who may share information about the marketing and advertisements you have seen or clicked on

HOW AND WHEN WE USE INFORMATION, INCLUDING FOR MARKETING AND ADVERTISING

We use the information we collect to provide our Services and communicate with you. We also use it to improve our Services, develop new products and services, give recommendations, deliver personalized marketing and advertising for our own and others' products and services, investigate theft and other illegal activities, and to ensure a secure online environment.

We may combine information across our systems, platforms, and databases. This includes combining information we receive from third parties and information about your use of our Services. We may also combine information about your use of one Service with information we get from your use of another Service.

Learn more about our uses of your information and to see examples

To Provide the Services

- Set up your account and account management
- Measure credit and payment risk
- Service delivery
- Bill and invoice
- Authenticate access to your account
- Management of the network and devices supporting our service and our systems, and other maintenance and operations
- Provide technical support
- Help with hardware and software upgrades for devices and systems

To Communicate with You

- Respond to your questions
- Personalize communications
- Send you service-related announcements

To Understand Your Use of and Make Improvements to Our Services

- Understand the use of our existing Services
- Identify and develop new products and services
- Create measurement and analytics reports for us and others

To Provide Recommendations and Deliver Relevant Advertising

- Market the Services
- Recommend movies or television shows to you
- Let you know which products and services we think may be of interest to you
- Help third-party advertisers and programmers deliver more relevant advertising on our Services and other services and platforms

To Investigate Theft or Other Illegal Activities and to Ensure a Secure Online Environment

- Detect the unauthorized use, or abuse of the Services
- Protect our customers from fraudulent, abusive, or unlawful use of the Services
- Protect our rights, our personnel, and our property
- Comply with applicable law

WHEN AND WITH WHOM WE SHARE INFORMATION

We do not sell, and have never sold, information that identifies who you are to anyone. This includes your Internet usage information, video usage information, or call detail information.

We share personal information with others when it's needed to provide you with our Services. We also share personal information with others:

- When you direct us to do so, including to authorize other users on your account
- When required by law or to respond to legal process
- To protect our property or rights or the safety of our employees, our customers, or other individuals

If we share your personal information with other companies for their own marketing and advertising activities, we will first get your consent. This may be through opt-in or opt-out settings, depending on the type of personal information shared.

We may also share personal information that does not identify you with third parties for their own marketing and advertising purposes, which you can opt out of. This mainly occurs when you interact with our websites and mobile applications that contain third-party cookies or other advertising trackers. To learn more about this, please read our Cookies Policy (<https://www.xfinity.com/privacy/policy/cookie/notice>).

Learn more about when and with whom we share information

The Comcast Family of Businesses

If Comcast shares the personal information it collects about you with separate Comcast companies, such as NBCUniversal-branded companies, for their own marketing or advertising purposes, we will first give you the choice to opt out of or opt in to any sharing in the Xfinity Privacy Preferences Center. (www.xfinity.com/privacy/manage-preference)

Account Owners and Other Authorized Users

We may share information about a customer's account and use of a Service to the primary account owner following appropriate authentication. The primary account owner may also allow others to see information on the account.

Service Providers

To provide and support the Services, sometimes we use other companies as service providers to transmit, collect, process, or store information for us. We require these service providers to treat the information we share with them as confidential and to use it only for providing their services to us. These include:

- **Billing and collection providers**, such as payment processors and organizations that assist us in assessing your credit and payment status
- **Accounting, auditing, and tax providers**
- **Insurance providers**
- **Professional services providers**, such as firms that provide consultative services, assist with improving our programming, provide legal services, or supply project-based resources and assistance
- **Analytics services**, including entities that analyze traffic to and on our websites, analyze how our Services are used, and assist with identifying and communicating with potential customers
- **Marketing, advertising, and sales** entities that assist us in creating and executing marketing and advertising programs, including printing, mailing, and electronic communications services
- **Security providers**, such as entities that assist with security incident verification and response, service notifications, fraud prevention, identity management, and authentication
- **Information technology providers**, such as entities that assist with website design, hosting, and maintenance, data and software storage, and network operations
- **Customer service support**, including services related to our call centers, installation, maintenance, and repair services

Third Parties

We do not sell, and have never sold, information that identifies^① who you are to anyone. Although permitted by federal law, we do not disclose your name and address to non-governmental entities, such as charities or businesses, for their own marketing purposes.

Sometimes, you may ask us to share information that personally identifies you^① with another company^①. In that instance, we will make sure you give us clear direction about what you want us to share and with whom, before we share that information.

Other sharing with third parties can include:

Social Media Companies

You may interact with parts of our Services that cause information to be published to your social networks. For example, you may click on a Facebook "like" button, which publishes to your Facebook account that you "like" one of our Services. On those parts of our websites with social network functionality, a social network may be able to collect information about you. For example, if a page contains a Facebook "like" button, Facebook may be able to collect data about your visit to that page, even if you don't click on the "like" button. To control this sharing of information, please review the privacy policy of the relevant social network and/or sign out of it before you use our Services.

Online Advertising Partners

We may use cookies to deliver personalized advertising to you when you visit other websites, including advertising based on the products and services you viewed on our Services. We also allow our partners, including advertisers and service providers, to use cookies and similar tracking technologies when you use our Services. For more information about the use of cookies and other technologies on our online Services, please see the Cookies Policy (<https://www.xfinity.com/privacy/policy/cookie/notice>).

Audience Measurement and Analytics Companies

We work with business partners to help us measure and analyze how our customers are using our Services. For video, this includes assessing which programs are most popular, how many people watch a program to its conclusion, whether people are watching advertisements, and what programming and video content we will carry on the Services. It also includes determining how our customers prefer to view certain kinds of programming when they use our Services, such as whether they like to watch certain programs live, or if they prefer to view them on demand, on mobile devices, or online. Our business partners may compile this information into reports with aggregated and anonymous statistics that are then made commercially available (for example, a ratings report that indicates what percentage of viewers watched a particular program live vs. on-demand).

Public Safety Authorities

If you have our Xfinity Voice service, Comcast will disclose your name and contact information to public safety authorities such as 911/E911 and related emergency services.

Directory Services, Assistance, and Caller ID

Your name, address, and telephone number may be sent to publishers to be printed in directories and posted in online directories. Once that information is printed or posted online, it is outside of our control and may be sorted or repackaged and made available again in different formats by anyone, including data aggregators, for a variety of purposes, including marketing. For a fee, you can choose to have a nonpublished number, which means that Comcast will not provide your name, address, and telephone number for publishing in the phone book and online directories. You can also choose to have a published number, but choose the "omit address feature," which means we will not provide your street address for publishing in the phone book and online directories. If initiating service online, select "non-published" option, otherwise call 1-800-XFINITY to sign up.

We may also make your number, name, and address available to directory assistance (411) providers. If you have a nonpublished number, Comcast will not make your number available through directory assistance. Comcast may still share your name and address with the 411 provider when specified by law (but the provider is not authorized to share your non-published number).

Please note: While the non-published feature will keep your name, address, and telephone number out of printed and online directories over which Comcast exercises control, even a non-published phone number may exist in databases not controlled by Comcast — if, for example, your present telephone number or address was previously published under your name, or if you provided this information to businesses or government agencies. One way to help protect your privacy may be to request assignment of a new telephone number (with which your name has not previously been associated). You may also want to activate Caller ID Blocking or select the do-not-call option.

Caller ID provides your name and telephone number to the person you are calling — even if you have a nonpublished number. Per Line Caller ID Blocking will automatically block Caller ID for all calls you make from your registered telephone number and can be activated by calling 1-800-XFINITY. Per Call Caller ID Blocking will block name and number on a per-call basis and can be activated by dialing *86 before each call you want to block.

Potential Purchasers of our Business

If we enter into a potential or actual merger, acquisition, or sale of all or a portion of our assets, then information about you and your subscription will, in most cases, be shared or transferred as part of the transaction. This includes information that personally identifies you. If this Policy will be changed as a result of such a transaction, you should refer below under "Changes to this Privacy Policy."

Government Entities When Required by Law or To Protect Comcast and Others

There are times when we may be required by law to disclose information about you to third parties. This may happen with or without your consent, and with or without notice, in compliance with the terms of valid legal process such as a subpoena, court order, or search warrant.

If you subscribe to our Xfinity Video service, Comcast may be required to disclose information that personally identifies you to a governmental entity in response to a court order. In this case, the Cable Act requires that you be given the opportunity to appear in a court proceeding to contest any claims made in support of the court order, and the governmental entity must offer clear and convincing evidence that you are reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. For more information, see "Your Rights and Our Limitations Under Federal Laws."

If you subscribe to the Xfinity Internet, Voice, Mobile, or Home security and automation Services, Comcast may be required to disclose information that personally identifies you to a governmental entity in response to a subpoena, court order, or search warrant, depending on the type of information sought. We are usually prohibited from notifying you of any such disclosures by the terms of the legal process.

A non-governmental entity, such as a civil litigant, can seek information that personally identifies you or your use of the Xfinity Video, Internet, or Voice Services only pursuant to a court order, and we are required by the Cable Act to notify you of such court order. If Comcast is required to give information that personally identifies you to a private third party in response to a civil court order for these or other Services, we will notify you prior to making such disclosure unless legally prohibited from doing so.

We may also disclose information that personally identifies you as permitted by law and without your consent when it is necessary to protect our customers, employees, or property; in emergency situations; or to enforce our rights under our terms of service and policies.

HOW WE PROTECT YOUR INFORMATION

We follow industry-standard practices to secure the information we collect to prevent the unauthorized access, use, or disclosure of any personal information we collect and maintain. These security practices include technical, administrative, and physical safeguards, which may vary, depending on the type and sensitivity of the information. Although we take the responsibility of safeguarding your personal information seriously, no security measures are 100% effective and we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose your information. Comcast also takes additional steps to increase the security and reliability of customer communications. We do not read your outgoing or incoming email, file attachments, video mail, private chat, or instant messages. However, we (along with our service providers) use software and hardware tools to help prevent and block "spam" emails, viruses, spyware, and other harmful or unwanted communications and programs from being sent and received over Comcast.net email and the Comcast Services. To help protect you and the Services against these harmful or unwanted communications and programs, these tools may automatically scan your emails, video mails, instant messages, file attachments, and other files and communications. We do not use these tools for marketing or advertising.

HOW LONG WE KEEP YOUR INFORMATION

We keep your personal information for different lengths of time depending on the type of information and the business and legal requirements. For example, if you are a customer, we keep information that personally identifies you as long as you subscribe to one or more of our Services. If you no longer subscribe to a Service, we still may need that information for business and legal requirements, such as to protect against fraud, calculate taxes, or respond to legal requests. Other information is deleted automatically after a set period of time, often set by law, unless we are legally required to hold it longer, such as for pending litigation. We destroy, de-identify, or anonymize the information when it is no longer needed in identifiable form.

THE CHOICES YOU HAVE TO CONTROL OUR USE OF PERSONAL INFORMATION

You have many choices about how we communicate with you and how we use or share your information. You can manage these settings in the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/manage-preference). If you change your mind, you can update your preferences anytime.

Learn more about your privacy choices

For your convenience, we have created the Xfinity Privacy Preferences Center where you can manage:

- your account communications and notifications
- your marketing calls, texts, and direct mail preferences
- your preference for door-to-door sales calls
- promotional or commercial emails Comcast may send to you
- personalized advertising for third-party products and services based on your interests

You can review your options, get more information about the types of marketing activities you can opt out of, and make your choices. If you change your mind, you can return any time to update your preferences. Some of the selections are tied to customer accounts and may require you to sign into your Xfinity My Account.

We understand that sometimes you may want to speak to a Comcast representative who can assist you with your choices. You can contact Comcast at 1-800-XFINITY and ask us to put your name on our internal company "do not call," "do not mail," or "do not knock" list.

HOW TO ACCESS AND CORRECT THE INFORMATION IN OUR RECORDS

Part of our commitment to transparency includes giving our customers access to the personally identifiable information we have about them. If you subscribe to Xfinity Services, you have the ability to see and correct your personally identifiable information through the My Account or Xfinity Home portals.

If you are a California resident, you may have additional rights described in the "Special Information Regarding California Residents' Privacy Rights" section of this Privacy Policy.

Learn more about how to access personally identifiable customer information

If you subscribe to an Xfinity Service, you may correct or update information by visiting the My Account portal or by contacting us as described below. If you are an Xfinity Home customer, you can visit the subscriber portal at xfinity.com/xhportal anytime. We will correct our records once we have verified that the changes you request are proper.

If you subscribe to Xfinity TV, Internet, or Voice services and would like to see your own personally identifiable information, other than your customer proprietary network information ("CPNI"), you may do so at your local Comcast office. To do so, please contact us by email at Comcast_Privacy@comcast.com or by phone at 1-800-XFINITY, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment during regular business hours. You will need to have proper identification and will only be able to see the personally identifiable information in your account and no other account.

If you make a written request for a copy of your Xfinity Voice or Mobile CPNI, we will provide you with the relevant information we have by mailing it to your account address, or to any person authorized by you, if we reasonably believe the request is valid. However, subscribers to our Xfinity Voice and Mobile Services should be aware that we generally do not provide them with records of any inbound or outbound calls or other records that we do not furnish in the ordinary course of business (for example, as part of a bill) or which are available only

from our archives, without valid legal process such as a court order. In addition, we cannot correct any errors in customer names, addresses, or telephone numbers appearing in, or omitted from, our or our vendors' directory lists until the next available publication of those directory lists. Further, we may have no control over information appearing in the directory lists or directory assistance services of directory publishers or directory assistance providers that are not owned by us.

Comcast reserves the right to charge you for the reasonable cost of retrieving and photocopying any information or documents that you request, where permitted by law.

YOUR RIGHTS AND OUR LIMITATIONS UNDER FEDERAL LAWS

The federal Cable Act imposes limitations on our collection and sharing of information that personally identifies you when you subscribe to Services that use the facilities of the Comcast cable system. The Communications Act imposes restrictions on our use and sharing of CPNI when you use Services that are deemed telecommunications services.

Learn more about your rights and our limitations under federal laws

The Cable Act and Personally Identifiable Information

This Privacy Policy is designed to comply with Section 631 of the Cable Communications Policy Act of 1984, as amended, (the "Cable Act"). The Cable Act permits Comcast to use the cable system to collect personally identifiable information about you. Personally identifiable information is information that identifies you specifically; it does not include de-identified, anonymous, aggregate, or other data that does not identify you. We may collect personally identifiable information when it is necessary to render cable services or other services to you and to detect unauthorized reception or use of the services. We may use the cable system to collect personally identifiable information about you for additional purposes with your prior written or electronic consent. The Cable Act also permits Comcast to disclose personally identifiable information if the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided to you; required by law or legal process; or limited to your name and address, subject to your opt-out consent. The frequency of any disclosure of personally identifiable information varies in accordance with our business needs and activities as described in this Policy.

If you believe that you have been aggrieved by any act of ours in violation of the Cable Act or other applicable laws, we encourage you to contact us directly at Comcast_Privacy@comcast.com in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act as applicable with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys' fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.

This Privacy Policy neither supersedes, enhances, nor modifies any arbitration agreement to which you may be bound as a subscriber to one or more of the Services.

The Communications Act and CPNI

Section 222 of the Communications Act of 1934, as amended (the "Communications Act"), provides additional privacy protections for information about the quantity, technical configuration, type, destination, location, and amount of your use of telecommunications services, including Xfinity Voice and Mobile Services, and the information about those services contained on your bills for those Services. This information is known as customer proprietary network information or "CPNI." CPNI does not include your name, address, or telephone number, which is defined by the Communications Act as "subscriber list information." However, that information is otherwise considered personally identifiable information.

If you are a customer of Xfinity Voice or Mobile Service, or another Service that is subject to these requirements, you have the right, and Comcast has a duty, under the Communications Act and other applicable laws, to protect the confidentiality of your CPNI. In addition, the FCC's rules provide additional privacy protections and choices regarding use and sharing that are specific to our Voice and Mobile service that we describe in this Policy.

SPECIAL INFORMATION REGARDING CALIFORNIA RESIDENTS' PRIVACY RIGHTS

The California Consumer Privacy Act of 2018 ("CCPA") provides California residents with rights to receive certain disclosures regarding the collection, use, and sharing of "Personal Information," as well as rights to access, delete, and restrict the sale of certain Personal Information we collect about them. You may submit a request to exercise these rights by visiting <https://www.xfinity.com/privacy/requests> or calling us at 1-844-963-0138. The CCPA defines "Personal Information" to mean "information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household." If you are a California resident, you have a right not to receive discriminatory treatment for the exercise of the privacy rights conferred by the CCPA.

Residents of the State of California also have the right to request information regarding third parties to whom the company has disclosed certain categories of personal information during the preceding year for the third parties' direct marketing purposes under California's "Shine the Light" law (Cal. Civ. Code §1798.83). Personal information under this California law means "any information that when it was disclosed identified, described, or was able to be associated with an individual." We do not disclose this type of personal information to third parties for their own purposes and we permit you to opt out of any disclosures of non-identifiable personal information. However, if you are a California resident and would like to inquire further, please email Comcast_Privacy@comcast.com.

We do not knowingly allow others to collect personally identifiable information about your online activities over time and across third-party websites when you use our online Services. Because definitions and rules for a "Do Not Track" standard have not yet been established, including whether such signals must be user-enabled, Comcast does not yet respond to "Do Not Track" signals sent from browsers. For more information about cookies and other online tracking technologies, please visit our Cookie Notice (<https://www.xfinity.com/privacy/policy/cookie/notice>); to manage your preferences, please visit the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/manage-preference).

Learn more about your rights if you are a California resident and how to exercise them

Collection and Use of Personal Information

The general section of this Privacy Policy describes the types of personal information we collect, how we collect it, and how we use it in categories that are easy to understand. The CCPA requires us to disclose the personal information we have collected about consumers in the past 12 months in the following categories. Some of the categories include very different types of information within the same category. As a result, how we use and how long we keep the information within each category will vary, and not all types of information within the same category will be used for all the purposes listed.

① DEFINITIONS, EXAMPLES & MORE INFORMATION

Categories	Examples	Collected or Created	Source	Purpose of collection and use
Identifiers	Name, alias, postal address, unique personal identifier, online identifier, Internet protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers	Yes	Directly from you when you provide it to us, such as when you create an account From our systems when we generate the information and assign it to you, such as your account number or your IP address	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services

Categories	Examples	Collected or Created	Source	Purpose of collection and use
Additional categories of information listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, driver's license or state identification card number, education, employment, bank account number, credit card number, debit card number, or any other financial information. Some personal information included in this category may overlap with other categories	Yes	Directly from you when you provide it to us, such as when you create an account or pay for your Services From third parties who make inferences regarding your household, such as the education level	To offer or provide our products and Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services
Protected classification characteristics under California or federal law	Age (40 years or older), national origin, marital status, gender, veteran or military status	Yes	Directly from you when you provide it to us, such as when you sign up for an offer for veterans From third parties who make inferences regarding your household, such as marital status or the age ranges of people within your household	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services
Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies	Yes	From you when you complete transactions with us From third parties	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services
Biometric information	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans; keystroke, gait, or other physical patterns, and sleep, health, or exercise data	Yes	From our systems when you opt in to certain features of our Services, such as Xfinity Home security, that may collect information and generate inferences about physical patterns to deliver Services and applicable features that you have selected	To provide our Services To make improvements to our existing Services and create new products, services, or features
Internet or other electronic network activity information	Browsing history, search history, and information regarding your interaction with an Internet website, application, or advertisement	Yes	From our systems when you use or interact with our Services From third parties	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To personalize our Services and to provide marketing and advertising, when you use our websites like Xfinity.com or ComcastBusiness.com or apps (see our Cookie Notice). Such information is not collected from our broadband network through the provision of Xfinity Internet or Xfinity Mobile
Geolocation data	Precise physical location or movements	Yes	From our systems when you use or interact with Services that collect this information, such as Xfinity Mobile or the Xfinity Mobile apps and websites	To provide our Services To make improvements to our existing Services To personalize our Services and to provide marketing and advertising, when such information is not collected from our provision of Xfinity Internet or Xfinity Mobile
Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information	Yes	From our systems when you opt in to certain features of products and services that may collect information and generate inferences about physical patterns, such as Xfinity Home security features or when you use the X1 Voice Remote to deliver Services and applicable features that you have selected	To provide our Services To make improvements to our existing Services and create new products, services, or features
Inferences drawn from other personal information	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes	Yes	From our systems through a series of computer processes	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services

Disclosures to Third Parties for a Business Purpose

We limit disclosures of Personal Information for business purposes to service providers, as described above.

Sale of Personal Information and Right to Opt Out

The CCPA requires companies to include certain disclosures including "Do Not Sell My Info" links on their websites and mobile applications. We do not sell information that identifies who you are to anyone. To opt out of the sale or sharing of non-identifying information, please visit the Xfinity Preferences Page (www.xfinity.com/privacy/manage-preference). Please

note that your right to opt out does not apply to our sharing of data with service providers, with whom we work and who are required to use the data only on our behalf.

Categories	Examples	Categories of Third Parties to Whom PI was "Sold"
Identifiers	Unique personal identifier, online identifier, internet protocol address, or other similar identifiers	Affiliates, advertising networks, data analytics providers, social networks, and audience measurement companies
Internet or other electronic network activity information	Information regarding your interaction with an internet website, application, or advertisement	Affiliates, advertising networks, data analytics providers, social networks, and audience measurement companies

Right to Know and Right to Request Deletion of Information

California residents have the right to request that we disclose what personal information we collect, use, and sell, as well as the right to request that we delete certain personal information that we have collected from you. To start this process, go to <https://www.xfinity.com/privacy/requests>. For your security and to ensure unauthorized third parties do not access your personal information, we will require you to verify your identity before we can act on your request. If you are a current customer or still have access to your Xfinity My Account, you will be required to authenticate through your Xfinity account. If you do not have an account with us, you will be required to provide an email address and mobile phone number to start the verification process. You may also be required to provide a qualified government-issued photo identification. If you are asking for access on behalf of someone else, we will require verification of your identity, as well as proof of authorization by the individual whose personal information you wish to access.

There may be information we will not return in response to your access request, such as information that would affect the privacy of others or interfere with legal requirements. Similarly, there may be reasons why we cannot comply with your deletion request, such as the need to keep your personal information to provide you service or to fulfill a legal obligation.

Right to Information Regarding Participation in Data Sharing for Financial Incentives

We may run promotions from time to time and ask you to share personal information with us in exchange for discounts. For example, we may offer a one-time discount if consumers sign up for our email marketing list. We will always give you clear notices about these types of programs when you sign up, and participation is always voluntary. If you change your mind, you will always be able to opt out, and if you don't participate, you will still be able to use our Services.

How to Submit a Request

You may submit a request to exercise your rights by:

- (1) Visiting <https://www.xfinity.com/privacy/requests>.
- (2) Calling us at 1-844-963-0138.

CHANGES TO THIS PRIVACY POLICY

We may change this Privacy Policy over time as our business needs and those of our customers change. If we make material changes to this Privacy Policy that increase our rights to use personal information that we have previously collected about you, we will notify you through written, electronic, or other means so that you can make any necessary decisions about your ongoing use of our Services.

HOW TO CONTACT US WITH QUESTIONS ABOUT THIS PRIVACY POLICY

- **Send Us a Message:** Comcast_Privacy@comcast.com

Be sure to include your name and address, your Comcast account number, and a daytime telephone number where we can reach you.

MORE INFORMATION ABOUT SOME OF THE TERMS AND PHRASES USED IN THE POLICY

Below you can find illustrative examples and more information about the terms used in the policy that have ① next to them.

Personal information: Includes any information that is linked or reasonably linkable to you or your household.

Xfinity products, services, networks and platforms: This includes the Xfinity-branded products and services and other Comcast services that link to this Privacy Policy, including: Xfinity® TV & Streaming, Xfinity Internet, xFi and Xfinity Advanced Security, Xfinity Voice, Xfinity Stream app, Xfinity Wi-Fi service, Xfinity Home, Xfinity Mobile, Xfinity Flex.

Comcast-branded products and services: This includes Comcast services such as Effectv and Comcast Business Services, which are part of Comcast Cable.

Third parties: Third parties are other companies that collect or maintain information about you and share it with us, such as credit bureaus who share information with us when you sign up for service and consent to a credit check.

Respond to your requests: In order to provide better customer service, we keep track of when you contacted us, what the issue was and what is the best way to get in contact with you.

Tailor our services: We collect data from third parties to better understand your interests and provide personalized offers.

Video selection and viewing activity: When you use the video services we directly provide, such as Xfinity TV and the Xfinity Stream App, we know what video selection you made in order to deliver it to you. When you access content from third-party applications on the X1 or Flex platform, we will only know that you accessed that application, not what you do within it.

To help us authenticate you: Some of our services can only be provided in certain geographic areas and require us to know that you are physically located at your service address in order to use them or access information.

DNS: The address book of the Internet is known as DNS, or Domain Name System. It's how people navigate the Internet. Millions of Comcast customers look up billions of addresses online every day. We delete the DNS queries generated by our Internet customers every 24 hours except in very specific cases where we need to research a security or network performance issue, protect against security threats, or comply with a valid legal request. You may decide to keep that information in your account longer when you enable certain features, such as our advanced security services that allow you to see the websites that are blocked for up to 30 days. But we've never used that data for any sort of marketing or advertising – and we have never sold it to anyone.

Network traffic activity: Where you go in the Internet is your business, not ours. We de-identify our customer's network traffic activity within 24 hours and then only use that de-identified information to study our network data to assess how the network is performing, understand trends, stay ahead of capacity demands, and build, test, and improve our products and services. We do that with only a small sample of network data that is aggregated and never identifiable to any customer.

Xfinity Mobile: We don't sell, and have never sold, your location data when you use our Xfinity Mobile service.

Mobile apps: If you are using a mobile device to access our Services, we may need to know the location of your mobile device or other device in which you have installed one of our applications for certain functionality, such as connecting you to a nearby Xfinity WiFi Hotspot. We will request your consent to collect and use precise geolocation information before we do so. You can prohibit the collection of this information through your device's settings (see "Your Choices"), but doing so may limit certain functions and features of our Services.

Demographic: Information like gender, age, and census records.

Interest: Information that indicates your interest in things like sports, travel, or cooking.

Purchase: Information from loyalty program or public records.

Facebook: If you interact with our Services on a device through which you also interact with social networks or if you interact with us through a social media function such as a plug-in (for example, a Facebook "like" button) then you may be permitting us to have on-going access to some information from your social network profile (such as your name, email address, your friend list, photo, age, gender, location, birthday, social networking ID, current city, the people/sites you follow, and so forth). If you don't want a social network to collect the information about you as described above, or you don't want a social network to share it with us and other third parties, please review the privacy settings and instructions of the applicable social network before you interact with our Services.

Measurement and analytics reports for us and others: We and service providers who work on our behalf may combine and use data from our business records – including account information, video activity data, and other usage data – with data from third parties to create measurement and analytics reports. These reports are de-identified or aggregated and do not contain any information that personally identifies you.

We use these reports for many of the purposes described in the Privacy Policy, such as for improving the Services, creating and delivering more personalized advertising on behalf of Comcast and other third parties, determining whether and how an advertiser's messages are viewed, and analyzing the effectiveness of certain advertisements on the Comcast Services and other platforms and services. We also use these reports to work with academic or research groups, and for other uses that help us develop and fund improvements in services and infrastructure. We may share these reports with programmers, advertisers, or others. To learn about the choices you have with respect to our use of your information for these purposes, visit the Xfinity Privacy Preferences Center (www.xfinity.com/privacy/manage-preference).

Opt-in or opt-out settings: For example, if we share personal information that does not personally identify you with others for their own use, we will first give you the choice to opt out of such sharing. In other instances, you may want us to share your name, physical address, or email address with another company, such as when you are signing up for a third-party service through our X1 or Flex Platform. In that instance, we will make sure you give us clear direction to do so, before we pass that information on.

Identifies you: We may share de-identified or aggregate information that in no way identifies you with third parties when those third parties commit to not re-identify that information or share it with others who may attempt to do so, including for academic and other research.

Information that personally identifies you: Personally identifiable information includes things like your name, phone number, physical address, or email address.

Another company: For example, when you are signing up for a third-party service through our X1 or Flex Platform, you may ask us to share contact information to help you register or log on. Or if you were interested in a product you saw advertised on television and wanted to share your contact information so that the product provider could send you more information, we might present that option to you.

Vary: For example, the CCPA puts name and social security number in the same category. We may use your name to send you marketing materials for our products, but we will not use your Social Security Number for marketing or advertising.

IMPORTANT INFORMATION FOR XFINITY TV CUSTOMERS

SERVICE PROBLEMS

You will find helpful information for troubleshooting TV picture or signal quality issues at www.xfinity.com/support. If the problem does not clear up, please feel free to chat with us at www.xfinity.com/support/contact-us or call us at 1-800-XFINITY, and a customer service representative will attempt to address that issue. We will try to resolve any complaints you have concerning the quality of our signals promptly and efficiently. We will respond to your report of a service interruption no later than 24 hours after you notify us, except in extraordinary circumstances or where conditions are beyond our control. We will respond to your report of other service problems no later than the next business day after you notify us. We may need access to your home in order to correct a service related issue. If a service call is required it will be scheduled at a time convenient to you. If you are dissatisfied with our resolution of your service problem, you may contact your local franchising authority to discuss the problem with your service. If your local franchise authority information is not listed on your bill, please call us at 1-800-XFINITY for the name and address of your local franchising authority.

SERVICE OR BILLING COMPLAINTS

Information regarding your Xfinity services and billing is available through My Account at www.xfinity.com. You also may download the Xfinity My Account app to your smartphone or other device for quick access to up to date information on your account. If you have a complaint regarding your Xfinity TV service or your bill, you will find information on contacting us through chat or by phone at <https://www.xfinity.com/support/contact-us>. Also, you can visit us at one of our Xfinity store locations. Visit <https://www.xfinity.com/support/service-center-locations/> to find the Xfinity store closest to you. If you wish to put your comments in writing, your letter should be addressed to us at the local address listed on the How To Reach Us insert. We will try to resolve your complaint promptly. If you are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact your local franchising authority to discuss your complaint. If your local franchise authority information is not listed on your bill, please call us at 1-800-XFINITY for the name and address of your local franchising authority. If you have a complaint regarding closed captioning please email us at accessibility@comcast.com or call us at 1-855-270-0379.

MOVING

Please visit <https://www.xfinity.com/moving> before you move. This is the best way for us to arrange for your service to be disconnected and to schedule an installation at your new home, if your new home is in our service area.

EQUIPMENT COMPATIBILITY

Xfinity TV service is encrypted and requires a TV Box, TV Adapter, CableCARD or other navigation device that is compatible with our system for each television you wish to use with our service. You may not be able to use special features or functions of your television, VCR or DVD player/recorder with Xfinity TV service. Some of these problems may be resolved by the use of signal splitters, and/or other supplemental equipment that can be purchased from us or at electronic stores. Please call us if you would like to discuss the type of special equipment needed to resolve individual compatibility problems or if you have any questions regarding other equipment compatibility issues.

If you have a TiVo digital cable-ready DVR, you can access switched digital video services by obtaining a "tuning adapter" device. If you have a TiVo DVR or other digital cable-ready devices, you will need a TV Box, TV Adapter, or CableCARD from us to access switched digital video and other two-way cable services. Upon your request, we will provide you with the technical parameters necessary for a navigation device rented or acquired from retail outlets to operate with our system. Because of the need to protect our Xfinity TV service, we will not authorize the use of a navigation device that does not conform to all required signal security specifications. For information regarding other navigation devices, please go to <https://www.xfinity.com/support>.

REMOTE CONTROL UNITS

If you rent a TV Box or TV Adapter from us we will provide a compatible remote control. Also, you may purchase compatible remotes at local electronic stores or other retail outlets. A representative list of compatible remote control models currently available from local retailers includes: Philips PHL PMDVR8, RCA RCR612, and Sony RM-V202. A list of additional compatible remotes may be obtained from your local Xfinity store. Although these remote control units are compatible with the TV Box or TV Adapter that we currently offer, these remotes may not be functional if we change the type of TV Box or TV Adapter we rent. If you have any questions regarding whether a particular remote control unit would be compatible with our equipment, please contact us.

SERVICE CHANGES AND INSTALLATION

Standard installations are generally completed within 7 business days. If you change the services you receive, you may be subject to an installation or change of service charge. You may obtain additional information about our current services, fees and prices online at www.xfinity.com or by calling us at 1-800-XFINITY.

UPCOMING PROGRAMMER CONTRACT EXPIRATIONS

Information on programmer contract expirations, which could affect our carriage of the programmer's channels, can be found at <https://my.xfinity.com/contractrenewals/> or by calling 866-216-8634.

OTHER INFORMATION

For those of our customers receiving service through commercial accounts, bulk rate arrangements or similar arrangements, some of the policies, procedures and services herein may not apply. Please call us at 1-800-XFINITY to talk to one of our customer service representatives for further information.



Form 100

Exhibit C

Channel Line-up

Please see the following page(s).

Mashpee, MA

Barnstable, Brewster, Chatham, Dennis, Eastham, Harwich, Nantucket, Orleans, Provincetown, Truro, Wellfleet & Yarmouth, MA

LIMITED BASIC

2 WGBH (PBS)
3 HSN
4 WBZ (CBS)
5 WCVB (ABC)
6,1006 WLNE (ABC)
7 WHDH
8 NECN
9 WSBE (PBS)
10 WBTS (NBC)
11 WLVI (CW)
13 WFTX (FOX)
14 WSBK (MyTV)
15 WBPX (ION)
16 WGBX (PBS)
17,3487 WUTF (UMAS)
18,98 Government Access¹
19,3484 WNEU (TEL)
20 WMFP (IND)
21,3488 WUTF (UNV)
22,1090 Educational Access²
23,1657 Daystar
44 C-SPAN
48 Jewelry TV
58,1058 WDPX CourtTV
79,1050 WWJE (IND)
81 WWDP (IND)
82 QVC
86 QVC³
87 QVC³
89,861,1052 ShopHQ
94,3217 RTPi (Portuguese)
97,1011 WJAR (NBC)
99,1070 Public Access
183,1032,1067 Jewelry TV HD⁴
229 TBN
245-246 Leased Access
247 C-SPAN2
268,1669 CatholicTV
283,1099 Leased Access
501-550 Music Choice
724,986,1195,3315 WUTF LATV
787,1037 QVC2 HD⁴
791,1034 QVC HD
801,1044 WGBX HD (PBS)
802,1002 WGBH HD (PBS)
803,1068 WBPX HD (ION)
804,1004 WBZ HD (CBS)
805,1005 WCVB HD (ABC)
806,1025 WFTX HD (FOX)
807,1007 WHDH HD
808,1056 WLVI HD (CW)
810,1010 WBTS HD (NBC)
813,1062 WMFP HD (IND)
814,1038 WSBK HD (MyTV)
815,1060,3304 WNEU HD (TEL)
816,1066,3310 WUNI HD (UMAS)

817,1027,3307 WUTF HD (UNV)
818,1046 WWDP HD (IND)
819,1036 WSBE HD (PBS)
840,1127 NECN HD
904,1053 QVC3 HD⁴
906,1015 HSN HD
930,1165 WBZ Start TV
931,1166 WBZ Dabl
934,1172 WBTS-LX
935,1171 WBTS-CoziTV
936,1174 WHDH ThisTV
939,1177 WLVI Buzzr
942,1180 WCVB MeTV
948,1186 WFTX (Mystery TV)
949,1187 WFTX Laff TV
956,1146 WGBH World (PBS)
958,1147 WGBX Kids (PBS)
959,1148 WGBX Create (PBS)
965,1150 WSBE Learn (PBS)
983,1192,3320 WNEU TeleXitos
1084-1085 Government Access¹
1096-1097 Leased Access
1128 C-SPAN HD⁴
1129 C-SPAN2 HD⁴
1550-1599 Music Choice
1661 TBN HD⁴

KIDS & FAMILY

(INCLUDED IN EXPANDED BASIC, STANDARD+, SELECT+, SIGNATURE+ AND SUPER+ DOUBLE PLAY PACKAGES; STANDARD+ MORE, SELECT+ MORE, SIGNATURE+ MORE AND SUPER+ MORE TRIPLE PLAY PACKAGES)
24 Disney Channel
25 Nickelodeon
26 Freeform
28 MTV
38 TLC
56,238 EWTN
60 Cartoon Network
83,234 INSP
208 Hallmark Channel
210 National Geographic Channel
218 Universal Kids
235 UP
821,1473 National Geographic HD
824,1715 Disney Channel HD
825,1728 Nickelodeon HD
826,1742 Freeform HD
827,1606 MTV HD
860,1734 Cartoon Network HD
867,1450 TLC HD

907,1458 Hallmark Channel HD
908,1457 UP HD
927,1707 Universal Kids HD
1655 INSP HD⁴
1668 EWTN HD⁴

ENTERTAINMENT

(INCLUDED IN EXPANDED BASIC, STANDARD+, SELECT+, SIGNATURE+ AND SUPER+ DOUBLE PLAY PACKAGES; STANDARD+ MORE, SELECT+ MORE, SIGNATURE+ MORE AND SUPER+ MORE TRIPLE PLAY PACKAGES)
27,186 truTV
29 VH1
30 FX
31 TBS
32 HGTV
33 TNT
34 E!
35 USA Network
36 Lifetime
37 A&E
39 Discovery
54 Travel Channel
57 Bravo
59 AMC
61 Comedy Central
62 Syfy
63 Animal Planet
64 TV Land
67 Food Network
68 BET
71 HISTORY
88,1049 HSN2
124 NewsNation
199 Hallmark Movies & Mysteries
214 TV One
215 WE tv
216 Oxygen
226 OWN (Oprah Winfrey Network)
241 BBC America
252 Investigation Discovery
256 FXX
267 GSN
270 LMN
784,1488 Travel Channel HD
788,1456 LMN HD
790,1459 Hallmark Movies & Mysteries HD
794,1463 Bravo HD
799,1428 WE tv HD
823,1449 Discovery HD
828,1612 MTV Live HD
829,1607 VH1 HD
830,1409 FX HD

831,1434 TBS HD
832,1492 HGTV HD
833,1404 TNT HD
834,1466 E! HD
835,1403 USA Network HD
836,1455 Lifetime HD
837,1402 A&E HD
854,1484 Food Network HD
857,1464 OWN HD (Oprah Winfrey Network)
858,1435 Comedy Central HD
859,1405 AMC HD
862,1411 Syfy HD
863,1471 Animal Planet HD
872,1478 HISTORY HD
902,1430 truTV HD
905,1625 BET HD
909,1444 Investigation Discovery HD
912,1626 TV One HD
920,1418 BBC America HD
921,1465 Oxygen HD
924,1410 FXX HD
1420 NewsNation HD⁴
1425 GSN HD⁴
1426 TV Land HD⁴
1437 Comedy.TV HD⁴
1446 Justice Central.TV HD⁴
1483 Recipe.TV HD⁴
1627 ASPIRE HD⁴
1637 Revolt HD⁴

SPORTS & NEWS

(INCLUDED IN EXPANDED BASIC, STANDARD+, SELECT+, SIGNATURE+ AND SUPER+ DOUBLE PLAY PACKAGES; STANDARD+ MORE, SELECT+ MORE, SIGNATURE+ MORE AND SUPER+ MORE TRIPLE PLAY PACKAGES; EXTRA INCLUDES EXPANDED BASIC AND LIMITED BASIC)
40,251 MSNBC
41 FOX News Channel
42 CNN
43 HLN
45 Bloomberg TV
46 CNBC
47 The Weather Channel
49 ESPN
50 ESPN2
51 NESN
52 NBC Sports Boston
53 Golf Channel
65 NBC Sports Network
84 NESN+
85,1256 NBC Sports Boston Overflow
249 C-SPAN3
250 FOX Sports 1
266 Tennis Channel
284 FOX Business Network

789,1123 FOX Business Network HD
795,1121 CNBC HD
838,1224 Tennis Channel HD
839,1243 MotorTrend Network
841,1110 FOX News Channel HD
842,1111 CNN HD
843,1112 HLN HD
844,1122 Bloomberg TV HD
847,1102 The Weather Channel HD
848,1223 Golf Channel HD
849,1205 ESPN HD
850,1206 ESPN2 HD
851,1250 NESN HD
852,1251 NBC Sports Boston HD
865,1207 NBC Sports Network HD
894,1255 NESN+ HD
901,1113 MSNBC HD
925,1208 FOX Sports 1 HD
1115 Newsmax TV HD⁴
1116 Black News Channel HD⁴
1130 C-SPAN3 HD⁴
1684 Jewish Broadcasting Service HD⁴

EXPANDED BASIC

(INCLUDED IN STANDARD+, SELECT+, SIGNATURE+ AND SUPER+ DOUBLE PLAY PACKAGES; STANDARD+ MORE, SELECT+ MORE, SIGNATURE+ MORE AND SUPER+ MORE TRIPLE PLAY PACKAGES. EXTRA INCLUDES EXPANDED BASIC AND LIMITED BASIC)
24 Disney Channel
25 Nickelodeon
26 Freeform
27,186 truTV
28 MTV
29 VH1
30 FX
31 TBS
32 HGTV
33 TNT
34 E!
35 USA Network
36 Lifetime
37 A&E
38 TLC
39 Discovery
40,251 MSNBC
41 FOX News Channel
42 CNN
43 HLN
45 Bloomberg TV
46 CNBC

47 The Weather Channel
 49 ESPN
 50 ESPN2
 51 NESN
 52 NBC Sports Boston
 53 Golf Channel
 54 Travel Channel
 56,238 EWTN
 57 Bravo
 59 AMC
 60 Cartoon Network
 61 Comedy Central
 62 Syfy
 63 Animal Planet
 64 TV Land
 65 NBC Sports Network
 67 Food Network
 68 BET
 71 HISTORY
 83,234 INSP
 84 NESN+
 85,1256 NBC Sports
 Boston Overflow
 88,1049 HSN2
 124 NewsNation
 199 Hallmark Movies &
 Mysteries
 208 Hallmark Channel
 210 National Geographic
 Channel
 214 TV One
 215 WE tv
 216 Oxygen
 218 Universal Kids
 226 OWN (Oprah Winfrey
 Network)
 235 UP
 241 BBC America
 249 C-SPAN3
 250 FOX Sports 1
 252 Investigation
 Discovery
 256 FXX
 266 Tennis Channel
 267 GSN
 270 LMN
 284 FOX Business Network
 784,1488 Travel
 Channel HD
 788,1456 LMN HD
 789,1123 FOX Business
 Network HD
 790,1459 Hallmark Movies
 & Mysteries HD
 794,1463 Bravo HD
 795,1121 CNBC HD
 799,1428 WE tv HD
 821,1473 National
 Geographic HD
 823,1449 Discovery HD
 824,1715 Disney
 Channel HD
 825,1728 Nickelodeon HD
 826,1742 Freeform HD
 827,1606 MTV HD
 828,1612 MTV Live HD
 829,1607 VH1 HD
 830,1409 FX HD
 831,1434 TBS HD
 832,1492 HGTV HD

833,1404 TNT HD
 834,1466 E! HD
 835,1403 USA Network HD
 836,1455 Lifetime HD
 837,1402 A&E HD
 838,1224 Tennis
 Channel HD
 839,1243 MotorTrend
 Network
 841,1110 FOX News
 Channel HD
 842,1111 CNN HD
 843,1112 HLN HD
 844,1122 Bloomberg TV HD
 847,1102 The Weather
 Channel HD
 848,1223 Golf Channel HD
 849,1205 ESPN HD
 850,1206 ESPN2 HD
 851,1250 NESN HD
 852,1251 NBC Sports
 Boston HD
 854,1484 Food Network HD
 857,1464 OWN HD (Oprah
 Winfrey Network)
 858,1435 Comedy
 Central HD
 859,1405 AMC HD
 860,1734 Cartoon
 Network HD
 862,1411 Syfy HD
 863,1471 Animal Planet HD
 865,1207 NBC Sports
 Network HD
 867,1450 TLC HD
 872,1478 HISTORY HD
 894,1255 NESN+ HD
 901,1113 MSNBC HD
 902,1430 truTV HD
 905,1625 BET HD
 907,1458 Hallmark
 Channel HD
 908,1457 UP HD
 909,1444 Investigation
 Discovery HD
 912,1626 TV One HD
 920,1418 BBC America HD
 921,1465 Oxygen HD
 924,1410 FXX HD
 925,1208 FOX Sports 1 HD
 927,1707 Universal
 Kids HD
 1115 Newsmax TV HD⁴
 1116 Black News
 Channel HD⁴
 1130 C-SPAN3 HD⁴
 1420 NewsNation HD⁴
 1425 GSN HD⁴
 1426 TV Land HD⁴
 1437 Comedy.TV HD⁴
 1446 Justice
 Central.TV HD⁴
 1483 Recipe.TV HD⁴
 1627 ASPIRE HD⁴
 1637 Revolt HD⁴
 1655 INSP HD⁴
 1668 EWTN HD⁴
 1684 Jewish Broadcasting
 Service HD⁴

DIGITAL PREFERRED

(INCLUDED IN SELECT+
 SIGNATURE+ AND SUPER+
 DOUBLE PLAY PACKAGES;
 SELECT+ MORE, SIGNATURE+
 MORE AND SUPER+ MORE
 TRIPLE PLAY PACKAGES)

54 Travel Channel
 55 Paramount Network
 56,238 EWTN
 60 Cartoon Network
 64 TV Land
 123 ASPIRE
 125,1114 Newsy Live
 137 SEC Network
 138 SEC Network Overflow
 176 Ovation
 182 POP
 187 Revolt
 190 BBC World News
 191,1709 BabyFirst
 Americas
 193 Smithsonian Channel
 196,1685 Jewish Life
 Television (JLTV)
 197 ScreenPix Action
 198 ReelzChannel
 201 SundanceTV East
 202,366,1771 FLIX East
 205 ScreenPix
 206,1789 ScreenPix
 Westerns
 209 ScreenPix Voices
 211 Hallmark Drama³
 212 IFC
 220,1727 Nicktoons⁴
 221 Discovery Family
 Channel
 222 Disney XD
 223 Nick Jr.
 224 TeenNick
 227 Science
 228 Nick 2
 230 Discovery Life
 232 Nat Geo WILD
 233 Destination America
 236,1682 The Impact
 Network
 239 Cooking Channel
 240 DIY Network
 242 VICE
 243 fyi
 244 Disney Junior
 248 ESPNews
 253,1480 American Heroes
 Channel
 254 FOX Sports 2
 255,1236 Outdoor Channel
 257,599 NBA TV
 259 NHL Network
 260,1246 TVG
 261 CBS Sports Network
 265 NFL Network
 267 GSN
 269 MLB Network
 272,1615 Nick Music
 273 MTV2
 274 BET Her
 275,1630 BET Soul
 276,1619 CMT Music
 277,1614 MTV Classic

278 FX Movie Channel
 279,1620 Great American
 Country (GAC)
 280,1633 BET Jams
 281,1439 Logo
 286 ESPNU
 666,3378 HITN
 686,1238 PURSUIT
 705,3486 NBC Universo
 710,3485 TUDN
 711,3380 MTV TR3s
 719,3483 Galavision
 783,1613 AXS TV
 784,1488 Travel
 Channel HD
 792,1716 Disney XD HD
 796,1210 ESPNNews HD
 797,1486 fyi HD
 798,1438 IFC HD
 822,1217 NHL Network HD
 846,1222 Olympic
 Channel HD
 853,1215 NFL Network HD
 855,1412 Paramount
 Network HD
 856,1303 CBS Sports
 Network HD
 860,1734 Cartoon
 Network HD
 866,1451 Science HD
 900,1301 ESPNU HD
 910,1436 VICE HD
 911,1487 Destination
 America HD
 913,1218 NBA TV HD
 914,1219 MLB Network HD
 915,1462 Ovation HD
 922,1472 Nat Geo WILD HD
 923,1209 FOX Sports 2 HD
 928,1321 SEC Network HD
 1117 BBC WN HD⁴
 1118 124 News HD⁴
 1228,3360 Zona Futbol HD⁴
 1229,3359 TUDN HD⁴
 1232,3387 NBC Universo HD⁴
 1322 SEC Network
 Overflow HD⁴
 1425 GSN HD
 1426 TV Land HD
 1427 POP HD⁴
 1429 ReelzChannel HD⁴
 1440 SundanceTV HD East⁴
 1460 Hallmark Drama HD⁴
 1477 Smithsonian
 Channel HD⁴
 1485 Cooking Channel HD⁴
 1493 DIY Network HD⁴
 1495 Z Living HD⁴
 1497 Discovery Life HD⁴
 1627 ASPIRE HD
 1628 BET Her HD⁴
 1629 The Africa Channel⁴
 1637 Revolt HD
 1639 MTV2 HD⁴
 1668 EWTN HD
 1701 Disney JR. HD⁴
 1702 Nick Jr. HD⁴
 1714 Discovery Family
 Channel HD⁴
 1729 NICK 2 HD⁴

1740 TeenNick HD⁴
 1766 FX Movie Channel HD⁴
 1786 ScreenPix HD⁴
 1787 ScreenPix Action HD⁴
 1788 ScreenPix Voices HD⁴
 3375 Galavision HD⁴
 3491 Zona Futbol³

DEPORTES

678,3355 Latin American
 Sports
 705,3486 NBC Universo
 708,3482 FOX Deportes
 710,3485 TUDN
 720,1231,3351,3481 ESPN
 Deportes
 1228,3360 Zona Futbol HD⁴
 1229,3359 TUDN HD⁴
 1230,3353 FOX Deportes HD⁴
 1232,3387 NBC Universo HD⁴
 3491 Zona Futbol³

XFINITY TV LATINO

641,3347 TBN Enlace
 642,3418 Telefe
 643,3419 TeleFormula
 644,3383 Pasiones
 645,3422 TV Chile
 646,3412 Nuestra Tele
 647,3388 Video Rola
 648,3373 FOX Life
 649,3425 TVE
 Internacional
 650,3424 TV Venezuela
 651,3385 Kanal Drama
 657,3415 SUR Peru
 658,3340 Vme Kids
 659,3416 SUR TV
 660,3382 Once Mexico
 661,3410 Multimedios
 662,3409 Mexicana
 664,3384 RC Novelas
 666,3378 HITN
 667,3445 Cinema Dinamita
 668,3345 EWTN en Espanol
 669,3344 ESNE
 670,3407 Ecuavisa
 673,3404 Caracol TV
 675,3443 Sony Cine
 678,3355 Latin American
 Sports
 704,3414 Supercanal
 705,3486 NBC Universo
 706,3371 Discovery en
 Espanol
 707,3441 Cinelatino
 708,3482 FOX Deportes
 709,3396 CNN en Espanol
 710,3485 TUDN
 711,3380 MTV TR3s
 712,3447 ViendoMovies
 713,3442 Cine Mexicano
 716,3377 HISTORY en
 Espanol
 717,3428 WAPA America
 718,3420 Telemicro
 Internacional
 719,3483 Galavision
 720,1231,3351,3481 ESPN
 Deportes

722,3331 BabyFirst
Americas - Spanish
723,3405 Centroamerica TV
725,3335 Discovery
Familia
727,3490 UniMás Alt
728,3489 Univision Alt
757,3423 TV Dominicana
1228,3360 Zona Fútbol HD⁴
1229,3359 TUDN HD⁴
1230,3353 FOX Deportes HD⁴
1232,3387 NBC Universo HD⁴
3308 UniMás Alt HD⁴
3311 Univision Alt HD⁴
3375 Galavisión HD⁴
3491 Zona Fútbol³

MORE SPORTS & ENTERTAINMENT PACKAGE

(INCLUDED IN SUPER+ MORE TRIPLE PLAY PACKAGE)

66,282 CMT
126,1445 Crime & Investigation
127,1479 Military History Channel
136 Sportsman Channel
194 Pac-12 Network
213 TCM
248 ESPNNews
255,1236 Outdoor Channel
257,599 NBA TV
259 NHL Network
260,1246 TVG
261 CBS Sports Network
265 NFL Network
269 MLB Network
285 BTN
286 ESPN
287 NFL RedZone
796,1210 ESPNNews HD
822,1217 NHL Network HD
853,1215 NFL Network HD
856,1303 CBS Sports Network HD
864,1608 CMT HD
882,1313 BTN HD
899,1216 NFL RedZone HD
900,1301 ESPN HD
903,1755 TCM HD
913,1218 NBA TV HD
914,1219 MLB Network HD
1237 Sportsman Channel HD⁴
1329 Pac-12 Network HD⁴

PREMIUM CHANNELS

(EPIX CHANNEL INCLUDED WITH SIGNATURE+ DOUBLE PLAY PACKAGE AND SIGNATURE+ MORE TRIPLE PLAY PACKAGE; HBO MAX, SHOWTIME, EPIX AND THE MOVIE CHANNEL INCLUDED WITH SUPER+ DOUBLE PLAY PACKAGE; HBO MAX, SHOWTIME, EPIX, HITZ AND THE MOVIE CHANNEL AND SUPER+ MORE TRIPLE PLAY PACKAGE)
192,1777 STARZ ENCORE Black East
202,366,1771 FLIX East
203,1775 STARZ ENCORE Action East

207,1784 STARZ ENCORE Westerns East
301 HBO East
302 HBO2 East
303,1806 HBO Signature East
304,1808 HBO Family East
305,1810 HBO Comedy East
306 HBO Zone East
307 HBO Latino East
321 STARZ East
322,881 EPIX East
323,885,1790,1871 EPIX HD (East)
324 EPIX 2
325 EPIX Hits
326 STARZ ENCORE East
328 EPIX Drive-In
341 CINEMAX East
361 Showtime East
362 Showtime 2 East
363,1846 Showtime Showcase East
364 Showtime Extreme East
365,1844 Showtime BET East
381 The Movie Channel East
382 The Movie Channel Xtra East
451,1886 Playboy
773,1814,3455 HBO Latino HD East
775,1812 HBO Zone HD East
785,1773 STARZ ENCORE East HD
868,1820 CINEMAX HD East
870,1802 HBO HD East
871,1804 HBO2 HD East
874,1406,1816 AMC+ HD⁴
875,1868 STARZ East HD
877,1840 Showtime HD East
878,1842 Showtime 2 HD East
880,1848 Showtime Extreme HD
883,1860 The Movie Channel HD East
884,1862 The Movie Channel Xtra East HD
1822 MoreMAX East
1824 ActionMAX East
1826 ThrillerMax East
1828 MovieMax
1830 5StarMAX
1832 OuterMAX
1873 EPIX 2 HD⁴
1874 EPIX Hits HD⁴
1875 EPIX Drive-In HD⁴

INTERNATIONAL SELECTIONS⁵

3101 Willow Plus HD
3102 TV Asia HD
3103 ZeeTV HD
3106 SET HD
3108 ABP News
3109 NDTV 24x7
3135 CCTV4
3137 Phoenix Info News

3138 CTI Zhong Tian Channel
3139 Phoenix NA
3150 TVB Jade
3180 TV JAPAN HD
3185 Saigon Broadcasting Television Network
3194 The Filipino Channel HD
3195 GMA Pinoy TV
3196 GMA Life TV
3210 SporTV
3211 Band Internacional HD
3212 RecordTV Europa HD
3213 TV Globo HD
3216 SIC International
3225 RTVI (Russian)
3226 RTN (Russian)
3227 Russian Kino
3228 NTV America
3229 Channel One Russia
3230 Impact TV
3232 RTR PLAN
3233 ROSSIIYA
3234 CTC
3245 ART Network
3250 The Israeli Network
3260 DW Deutsche +
3265 TV5 Monde HD
3275 Antenna TV
3280 RAI International HD
3281 Mediaset Italia
3285 Willow Plus
3286 TV Asia
3287 ZeeTV
3289 SET
3290 TV JAPAN
3291 Band Internacional
3292 RecordTV
3293 TV Globo
3294 TV5 Monde
3295 RAI International
3296 The Filipino Channel

PAY-PER-VIEW

399,800,1201 IN DEMAND PPV HD
401 IN DEMAND PPV
402 IN DEMAND PPV 7
435,1888 Penthouse Block
452,1893 Juicy
453,1887 Vivid TV
457,1894 TEN
458,1891 XTSY
459,1890 Hustler TV
913,1218 NBA TV HD
3001 MLB EI - Arizona Diamondbacks
3002 MLB EI - Atlanta Braves
3003 MLB EI - Baltimore Orioles
3004 MLB EI - Boston Red Sox
3005 MLB EI - Chicago Cubs
3006 MLB EI - Chicago White Sox
3007 MLB EI - Cincinnati Reds

3008 MLB EI - Cleveland Indians
3009 MLB EI - Colorado Rockies
3010 MLB EI - Detroit Tigers
3011 MLB EI - Houston Astros
3012 MLB EI - Kansas City Royals
3013 MLB EI - Los Angeles Angels
3014 MLB EI - Los Angeles Dodgers
3015 MLB EI - Miami Marlins
3016 MLB EI - Milwaukee Brewers
3017 MLB EI - Minnesota Twins
3018 MLB EI - New York Mets
3019 MLB EI - New York Yankees
3020 MLB EI - Oakland Athletics
3021 MLB EI - Philadelphia Phillies
3022 MLB EI - Pittsburgh Pirates
3023 MLB EI - San Diego Padres
3024 MLB EI - San Francisco Giants
3025 MLB EI - Seattle Mariners
3026 MLB EI - St. Louis Cardinals
3027 MLB EI - Tampa Bay Rays
3028 MLB EI - Texas Rangers
3029 MLB EI - Toronto Blue Jays
3030 MLB EI - Washington Nationals
3034 NBA LP - Atlanta Hawks
3035 NBA LP - Boston Celtics
3036 NBA LP - Brooklyn Nets
3037 NBA LP - Charlotte Hornets
3038 NBA LP - Chicago Bulls
3039 NBA LP - Cleveland Cavaliers
3040 NBA LP - Dallas Mavericks
3041 NBA LP - Denver Nuggets
3042 NBA LP - Detroit Pistons
3043 NBA LP - Golden State Warriors
3044 NBA LP - Houston Rockets
3045 NBA LP - Indiana Pacers

3046 NBA LP - Los Angeles Clippers
3047 NBA LP - Los Angeles Lakers
3048 NBA LP - Memphis Grizzlies
3049 NBA LP - Miami Heat
3050 NBA LP - Milwaukee Bucks
3051 NBA LP - Minnesota Timberwolves
3052 NBA LP - New Orleans Pelicans
3053 NBA LP - New York Knicks
3054 NBA LP - Oklahoma City Thunder
3055 NBA LP - Orlando Magic
3056 NBA LP - Philadelphia 76ers
3057 NBA LP - Phoenix Suns
3058 NBA LP - Portland Trailblazers
3059 NBA LP - Sacramento Kings
3060 NBA LP - San Antonio Spurs
3061 NBA LP - Toronto Raptors
3062 NBA LP - Utah Jazz
3063 NBA LP - Washington Wizards
3067 NHL CI - Anaheim Ducks
3068 NHL CI - Arizona Coyotes
3069 NHL CI - Boston Bruins
3070 NHL CI - Buffalo Sabres
3071 NHL CI - Calgary Flames
3072 NHL CI - Carolina Hurricanes
3073 NHL CI - Chicago Blackhawks
3074 NHL CI - Colorado Avalanche
3075 NHL CI - Columbus Blue Jackets
3076 NHL CI - Dallas Stars
3077 NHL CI - Detroit Red Wings
3078 NHL CI - Edmonton Oilers
3079 NHL CI - Florida Panthers
3080 NHL CI - Los Angeles Kings
3081 NHL CI - Minnesota Wild
3082 NHL CI - Montreal Canadiens
3083 NHL CI - Nashville Predators
3084 NHL CI - New Jersey Devils

3085 NHL CI - New York Islanders	707,3441 Cinelatino
3086 NHL CI - New York Rangers	709,3396 CNN en Espanol
3087 NHL CI - Ottawa Senators	712,3447 ViendoMovies
3088 NHL CI - Philadelphia Flyers	713,3442 Cine Mexicano
3089 NHL CI - Pittsburgh Penguins	716,3377 HISTORY en Espanol
3090 NHL CI - San Jose Sharks	719,3483 Galavision
3091 NHL CI - Seattle Kraken	722,3331 BabyFirst Americas - Spanish
3092 NHL CI - St. Louis Blues	725,3335 Discovery Familia
3093 NHL CI - Tampa Bay Lightning	3375 Galavision HD ⁴
3094 NHL CI - Toronto Maple Leafs	
3095 NHL CI - Vancouver Canucks	
3096 NHL CI - Vegas Golden Knights	
3097 NHL CI - Washington Capitals	
3098 NHL CI - Winnipeg Jets	

ON DEMAND

1,1000,1882,1897 Xfinity Presents
 184,640,1883,1896 Xfinity Latino Presenta
 342,1817,1880,1899 Hitz
 343,1818,1881,1898 Hitz 2
 344,1819 Hitz 3
 434,1885 Adult On Demand
 460,1884,1895,3349 PARENTAL
 888,1622 Xfinity Black Experience
 1100,1125,1242 Searchlight On Demand
 1751 Free Movies On Demand
 1801 HBO On Demand
 1867 STARZ On Demand
 3300,3370,3400 Xfinity Latino Presenta
 3440,3450,3480 PARENTAL

XFINITY INSTANT TV LATINO

644,3383 Pasiones
 658,3340 Vme Kids
 667,3445 Cinema Dinamita
 675,3443 Sony Cine
 706,3371 Discovery en Espanol

¹Available in Brewster, Eastham, Orleans, Provincetown and Truro only.

²Available in Brewster, Eastham, Orleans, Truro and Wellfleet only.

³Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service.

⁴Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service. Requires HD Technology Fee.

⁵Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service.

A subscription to Limited Basic is required to receive video services unless otherwise indicated. TV Box, TV Adapter, CableCARD or compatible customer owned device is required to receive video services. Channel lineup for outlets with TV Adapters is same as the primary outlet with the following exceptions: premium channels are not available and only the following HD channels with channel numbers above 1000 are available: The Weather Channel, Fox News, CNN, HLN, MSNBC, CNBC, Bloomberg, Fox Business, CSPAN, CSPAN2, CSPAN 3, and your local news stations. Except for Limited Basic only customers, HD programming requires subscription to HD Technology Fee and HD compatible equipment. Channel lineup subject to change. Additional restrictions may apply. See Services & Pricing card for additional information. © 2021 Comcast. All rights reserved.

87731000: 2630;2640;2650;2660;2670;2680;2690;2700;2710;2720;2730;2740;2750

For more information visit [xfinity.com/support/local-channel-lineup](https://www.xfinity.com/support/local-channel-lineup).

Form 100

Exhibit D

Price Card

Please see the following page(s).

Brewster, MA

Mashpee & Truro, MA

BUNDLED PACKAGES^{1,2}

QUAD PLAY PACKAGES

QUAD PLAY PACKAGE PRICING BELOW IS ADDITIONAL TO TRIPLE PLAY PACKAGE PRICING

with Xfinity Home Security add ²⁹	\$30.00
with Xfinity Home Security Plus add ³⁰	\$40.00

TRIPLE PLAY PACKAGES⁴⁶

Standard+ More

Includes Limited Basic, Expanded Basic and HD programming for primary outlet, 20 Hour DVR Service, Performance Pro Internet and Unlimited Voice

	\$130.99
SurePrice³⁹	\$124.99
- with Gigabit Pro Internet upgrade add ⁴⁰	\$235.00
- with Xfinity Mobile save	\$-10.00
- with DVR Service upgrade add	\$10.00
- with Premium DVR Service upgrade add	\$20.00
- with Blast! Internet upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gigabit Internet upgrade add	\$30.00

Select+ More

Includes Limited Basic, Expanded Basic, Digital Preferred Tier and HD programming for primary outlet, DVR Service, Extreme Pro Internet and Unlimited Voice

	\$159.99
SurePrice³⁹	\$134.99
- with Gigabit Pro Internet upgrade add ⁴⁰	\$235.00
- with Xfinity Mobile save	\$-10.00
- with Premium DVR Service upgrade add	\$10.00
- with Gigabit Internet upgrade add	\$30.00

Signature+ More

Includes Limited Basic, Expanded Basic, Digital Preferred Tier, Epix, and HD programming for primary outlet, Premium DVR Service, Gigabit Internet, Unlimited Voice and Netflix Standard HD Plan

	\$189.99
SurePrice³⁹	\$164.99
- with Gigabit Pro Internet upgrade add ⁴⁰	\$235.00
- with Xfinity Mobile save	\$-10.00
- with Netflix Premium UHD Plan upgrade add	\$4.00

Super+ More

Includes Limited Basic, Expanded Basic, Digital Preferred Tier, Epix, HBO Max, Showtime, TMC, More Sports & Entertainment Package and HD programming for primary outlet, Premium DVR Service, Gigabit Internet, Unlimited Voice and Netflix Standard HD Plan

	\$199.99
SurePrice³⁹	\$184.99
- with Gigabit Pro Internet upgrade add ⁴⁰	\$235.00
- with Xfinity Mobile save	\$-10.00
- with Netflix Premium UHD Plan upgrade add	\$4.00

DOUBLE PLAY PACKAGES³⁸

Choice Double Play⁴¹

Includes Choice Limited TV and Performance Internet	\$89.99
- with DVR Service upgrade add	\$10.00
- with Premium DVR Service upgrade add	\$20.00
- with Performance Pro Internet upgrade add	\$15.00
- with Blast! Internet upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gigabit Internet upgrade add	\$30.00
- with Gigabit Pro Internet upgrade add ⁴⁰	\$235.00

Standard+

Includes Limited Basic, Expanded Basic and HD programming for primary outlet, 20 Hour DVR Service, and Performance Pro Internet

	\$110.99
- with DVR Service upgrade add	\$10.00
- with Premium DVR Service upgrade add	\$20.00
- with Blast! Internet upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gigabit Internet upgrade add	\$30.00
- with Gigabit Pro Internet upgrade add ⁴⁰	\$235.00

Select+

Includes Limited Basic, Expanded Basic, Digital Preferred Tier and HD programming for primary outlet, 20 Hour DVR Service, and Blast! Internet

	\$139.99
- with DVR Service upgrade add	\$10.00
- with Premium DVR Service upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gigabit Internet upgrade add	\$30.00
- with Gigabit Pro Internet upgrade add ⁴⁰	\$235.00

Signature+

Includes Limited Basic, Expanded Basic, Digital Preferred Tier, Epix, and HD programming for primary outlet, DVR Service, Extreme Pro Internet, and Netflix Standard HD Plan

	\$169.99
- with Premium DVR Service upgrade add	\$10.00
- with Netflix Premium UHD Plan upgrade add	\$4.00
- with Gigabit Internet upgrade add	\$30.00
- with Gigabit Pro Internet upgrade add ⁴⁰	\$235.00

Super+

Includes Limited Basic, Expanded Basic, Digital Preferred Tier, Epix, HBO Max, Showtime, TMC and HD programming for primary outlet, DVR Service, Extreme Pro Internet, and Netflix Standard HD Plan

	\$189.99
- with Premium DVR Service upgrade add	\$10.00
- with Netflix Premium UHD Plan upgrade add	\$4.00
- with Gigabit Internet upgrade add	\$30.00
- with Gigabit Pro Internet upgrade add ⁴⁰	\$235.00

XFINITY TV¹

BASIC SERVICES

Limited Basic^{8,9}

Brewster, Mashpee	\$21.00
Truro	\$20.00

Broadcast TV Fee²²	\$18.60
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Franchise Costs⁴

Brewster	\$0.16
Mashpee	\$0.59
Truro	\$0.11

Expanded Basic³ Includes Kids & Family, Entertainment and Sports & News

Brewster, Mashpee	\$46.27
Truro	\$47.27

XFINITY TV SERVICES

Choice Limited TV³⁵ Includes Limited Basic, Streampix, 10 hours DVR Service and HD programming

	\$30.00
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Choice TV³⁶ Includes Limited Basic, Streampix, 20 hours DVR Service, HD programming and Broadcast TV Fee

	\$30.00
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- with TV Box

	\$37.50
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Genre Packs²⁶ Choose up to 2

Kids & Family Includes kid and family-friendly channels including Disney Channel, Nickelodeon and Universal Kids	\$10.00
Entertainment Includes entertainment channels including A&E, AMC, Bravo, Food Network, FX, TNT and VH1	\$15.00
Sports & News Includes sports and news channels including CNBC, CNN, ESPN, Golf, MSNBC and NBC Sports	\$30.00
Extra Includes Limited Basic, Expanded Basic, access to Pay-Per-View and On Demand programming and Music Choice	\$67.27
Digital Preferred Tier¹⁰ Includes over 65 channels including CBS College Sports, Destination America, Disney XD and Science Channel	\$17.95
Digital Preferred Tier plus One Premium Includes Digital Preferred Tier and choice of Showtime, Cinemax, or The Movie Channel	\$29.95
Digital Preferred Tier with HBO Max Includes Digital Preferred Tier and HBO Max	\$32.94
Digital Premier Tier Includes Digital Preferred Tier, HBO Max, Showtime, Epix, Hitz and The Movie Channel	\$64.95
More Sports & Entertainment Package⁴² Includes over 15 channels including NFL Red Zone, ESPNNews and TCM	\$9.95
Deportes³ Includes over 6 deportes channels including ESPN Deportes, FOX Deportes and NBC Universo	\$5.00
Xfinity TV Latino³ Includes over 50 channels of Spanish language programming	\$17.95
With Choice Double Play or Standard, Select, Signature, Super Double or Triple Play Packages	\$10.00
HBO Max³	\$14.99
HBO³	\$15.00
Showtime³	\$12.00
Starz³	\$8.99
Cinemax³	\$12.00
The Movie Channel³	\$12.00
Epix²⁷	\$5.99
Playboy³	\$15.00
HD Technology Fee⁷	\$9.95
DVR Service³⁴	\$10.00
Premium DVR Service⁴³	\$20.00
Service to Additional TV⁶	\$7.50
with DVR Service ⁵	\$17.50
with CableCARD or compatible customer owned device ⁴⁴	\$0.00
Service to Additional TV with TV Adapter¹¹	\$7.50

INTERNATIONAL SELECTIONS²⁸

ART: Arabic	\$9.99
TV Globo: Brazilian	\$19.99
Brazilian 2 Pack Includes TV Globo and SporTV	\$24.99
Brazilian 4 Pack Includes TV Globo, SporTV, Band Internacional and Record TV	\$34.99
Mandarin 2 Pack Includes Phoenix Info News and Phoenix North America	\$6.99
Mandarin 4 Pack Includes CTI Zhong Tian, CCTV4, Phoenix Info News and Phoenix North America	\$19.99
Filipino 2 Pack Includes GMA Pinoy w/ GMA Video On Demand and GMA Life	\$14.99
Filipino 3 Pack Includes GMA Pinoy w/ GMA Video On Demand, GMA Life and TFC	\$22.99
TV5MONDE: French With Cinema On Demand	\$9.99
DW Deutsche +: German	\$9.99
Antenna: Greek	\$14.99
The Israeli Network	\$19.99
Rai Italia: Italian	\$9.99
Italian 2 Pack Includes Rai Italia and Mediaset	\$14.99
TV JAPAN	\$24.99
SIC: Portuguese	\$9.99
Portuguese 2 Pack Includes RTPi and SIC	\$14.99
Impact TV: Russian Add-on With any International package	\$6.99

Russian 2 Pack Includes Channel One Russia and NTV America	\$14.99
Russian 4 Pack Includes Channel One Russia, RTN, TV1000 Russian Kino and NTV America	\$26.99
Russian 5 Pack Includes Channel One Russia, RTVi, NTV America, RTR-Planeta and Rossiya 24	\$26.99
Russian 8 Pack Includes Channel One Russia, RTN, RTVi, TV1000 Russian Kino, NTV America, RTR-Planeta, Rossiya 24 and CTC	\$34.99
Willow: Cricket Add-on With any International package	\$6.99
Willow: Cricket	\$14.99
Zee TV: Hindi	\$14.99
SET: Hindi	\$14.99
Hindi 2 Pack Includes Zee TV and SET	\$24.99
Hindi Pack Includes Zee TV, SET, TV Asia and NDTV 24x7	\$29.99
Hindi Plus Pack Includes Zee TV, SET, TV Asia, NDTV 24x7, Eros Now and Willow	\$39.99
SBTN: Vietnamese	\$14.99
TVB Jade: Cantonese	\$10.99
Record TV: Brazilian	\$14.99
ABP News: Hindi	\$7.99
TFC: Filipino	\$11.99

PAY-PER-VIEW AND ON DEMAND SUBSCRIPTION SERVICES

Eros Now On Demand³³	\$12.99
Eros Now On Demand³³ w/a South Asian International selection	\$9.99
here! TV On Demand³³	\$7.99
Filipino On Demand³³	\$7.99
Filipino On Demand³³ w/a Filipino international selection	\$5.99
The Jewish Channel On Demand³³	\$6.99
Gaiam TV Fit & Yoga On Demand³³	\$7.99
Lifetime Movie Club On Demand³³	\$3.99
History Vault On Demand³³	\$4.99
Kidstream On Demand³³	\$4.99
Grokker Yoga Fitness On Demand³³	\$6.99
UP Faith and Family On Demand³³	\$5.99
Anime Network On Demand³³	\$6.99
Stingray Karaoke On Demand³³	\$6.99
DOGTV On Demand³³	\$4.99
Gaia On Demand³³	\$11.99
AMC + On Demand³³	\$6.99
Stingray Classica On Demand³³	\$6.99
TumbleBooksTV On Demand³³	\$4.99
FitFusion On Demand³³	\$6.99
CuriosityStream On Demand³³	\$2.99
PlayKids On Demand²⁵	\$6.99
Daily Burn On Demand²⁵	\$14.99
Xlive TV On Demand²⁵	\$4.99
Quark On Demand²⁵	\$4.99
Lion Mountain TV On Demand²⁵	\$3.99
Touchfit TV On Demand²⁵	\$4.99
Disney Story Central On Demand³³	\$4.99
Acorn TV On Demand³³	\$5.99
Stephens Drum Shed On Demand²⁵	\$4.99
Pro Guitar Lessons On Demand²⁵	\$4.99
MagellanTV History On Demand²⁵	\$5.99
Craftsy On Demand³³	\$7.99
WE tv + On Demand³³	\$5.99
The Great Courses Signature On Demand²⁵	\$7.99
Pantaya On Demand³³	\$5.99
DJAZZ On Demand²⁵	\$6.99

Ride TV On Demand ²⁵	\$4.99
Outside TV Features On Demand ²⁵	\$4.99
The Reading Corner On Demand ²⁵	\$3.99
Kevin Hart's Laugh Out Loud On Demand ³³	\$4.99
Hopster On Demand ²⁵	\$6.99
Brown Sugar On Demand ²⁵	\$3.99
Echoboom Sports On Demand ²⁵	\$5.99
Stingray Qello On Demand ²⁵	\$7.99
GOLFPASS On Demand ²⁵	\$4.99
Hallmark Movies Now On Demand ²⁵	\$5.99
Dove Channel On Demand ²⁵	\$4.99
Kocowa On Demand ²⁵	\$6.99
WHAM On Demand ²⁵	\$2.99
Gravitas Movies On Demand ²⁵	\$4.99
MHz Choice On Demand ²⁵	\$7.99
HI-YAH! On Demand ²⁵	\$2.99
True Royalty On Demand ²⁵	\$5.99
Real Vision On Demand ²⁵	\$14.99
Docurama On Demand ²⁵	\$4.99
Con TV On Demand ²⁵	\$4.99
Walter Presents On Demand ²⁵	\$6.99
Dekkoo On Demand ²⁵	\$9.99
ZooMoo On Demand ²⁵	\$2.99
Miniteve On Demand ²⁵	\$1.99
WildBrain On Demand ²⁵	\$5.99
Cinemoi On Demand ²⁵	\$2.99
Fox Nation On Demand ³³	\$5.99
Wanderlust On Demand ²⁵	\$9.99
Music Choice Karaoke On Demand ²⁵	\$6.99
Music Choice Relax On Demand ²⁵	\$5.99
Curious World On Demand ²⁵	\$3.99
kweliTV On Demand ²⁵	\$5.99
Marquee TV On Demand ²⁵	\$8.99
Passionflix On Demand ²⁵	\$5.99
Conspiracy TV On Demand ²⁵	\$4.99
FlixFling On Demand ²⁵	\$7.99
A&E Crime Central On Demand ²⁵	\$4.99
CultFlix On Demand ²⁵	\$4.99
CineFest On Demand ²⁵	\$4.99
PREMO On Demand ²⁵	\$5.99
MyOutdoorTV On Demand ²⁵	\$9.99
Hitz ^{31,33}	\$12.00
Streampix ^{13,33}	\$4.99
Pay-Per-View and On Demand Movies and Events ^{12,33} (per title or event)	Prices Vary
Revvy On Demand ²⁵	\$6.99
Vivid On Demand Subscription ^{14,33}	\$19.99
Hustler On Demand Subscription ^{14,33}	\$19.99
TEN On Demand Subscription ^{14,33}	\$19.99
Girlfriends Films On Demand ^{14,33}	\$19.99
Too Much for TV On Demand ³³	\$14.99
Wicked On Demand ^{14,33}	\$19.99
Urban Fantasy On Demand ^{14,33}	\$19.99
Falcon On Demand ^{14,33}	\$19.99
Homegrown Amateur On Demand ^{14,33}	\$19.99
Evil Angel On Demand ^{14,33}	\$19.99
Mature Lust On Demand ^{14,33}	\$19.99

Penthouse On Demand ^{14,33}	\$19.99
XTSY On Demand ^{14,33}	\$19.99
Arouse On Demand ^{14,33}	\$19.99

SPORTS PACKAGES³²

MLB Extra Innings	Call 1-800-XFINITY for pricing
NHL Center Ice	Call 1-800-XFINITY for pricing
NBA League Pass	Call 1-800-XFINITY for pricing

XFINITY TV EQUIPMENT

TV Box Limited Basic	\$7.10
TV Box	\$7.10
Remote	\$0.40
HD TV Box Limited Basic	\$7.10
TV Adapter (Limited Basic — Primary TV)	\$0.00
TV Adapter (Limited Basic — 1st and 2nd Additional TVs)	\$0.00
TV Adapter (Limited Basic — 3rd Additional TV)	\$0.50
CableCARD (first card in device)	\$0.00

INSTALLATION (PER OCCURRENCE UNLESS NOTED)	Initial Installation of Service	After Initial Installation of Service
Professional Installation ^{15,16}	\$100.00	N/A
Self Installation Plus ⁴⁵	\$39.99	N/A
In-Home Service Visit ³⁷	N/A	\$70.00
Hourly Service Charge ¹⁵ (Custom Installation)	\$50.00	\$50.00
Xfinity Internet Gigabit Pro Professional Installation (per occurrence)		\$500.00
Wireless Networking On-Site Professional Set-Up (Separate trip, per occurrence)		\$99.95
Wireless Networking On-Site Professional Set-Up (each additional device over 4 devices per occurrence)		\$29.95

REACTIVATION

(NO IN-HOME VISIT REQUIRED—PER OCCURRENCE UNLESS NOTED)

Reactivation - TV	\$6.00
Reactivation - Internet	\$6.00
Reactivation - Voice	\$6.00

MISCELLANEOUS (PER OCCURRENCE UNLESS NOTED)

Customer-Owned Video Equipment Credit See www.xfinity.com/equipmentpolicy for additional information	\$7.50
Regional Sports Fee ²³ (per month)	\$10.75
Returned Payment Item (each)	\$20.00
Late Fee	5% of overdue balance
Agent Assisted Payment For payment made by phone with a Customer Care Representative	\$5.99
Unreturned or Damaged Equipment Fees ¹⁷ (per piece)	Replacement Cost
Getting Started Kit Shipping and Handling (Standard Shipping)	\$15.00
Getting Started Kit Shipping and Handling (Priority Shipping)	\$29.95
Accessory Shipping and Handling	\$5.95

XFINITY VOICE^{1,18}

Xfinity Voice—Unlimited With TV and Internet Service	\$44.95
	\$39.95
Xfinity Voice—Local with More With TV or Internet Service	\$34.95
	\$24.95

XFINITY INTERNET^{1,19}

	Xfinity Internet Service Only	with Xfinity TV or Voice Service ²⁴
Performance Starter	\$54.95	\$49.95
Performance	\$80.95	\$64.95
Performance Pro	\$95.95	\$79.95
Blast!	\$100.95	\$84.95
Extreme Pro²⁰	\$105.95	\$89.95
Gigabit²⁰	\$110.95	\$94.95
Gigabit Pro^{20,21}	\$299.95	\$299.95
Modem Rental		\$14.00
Wireless Adapter (each, one-time charge)		\$30.00
Gigabit Pro Activation Fee (per occurrence)		\$500.00
Unreturned or Damaged Equipment Fees¹⁷ (per piece, per occurrence)		Replacement Cost

- 1 Certain services available separately or as a part of other levels of service. Xfinity services are subject to Comcast's standard terms and conditions of service. Unless otherwise specified, prices shown are the monthly charge for the corresponding service, equipment or package. Prices shown do not include applicable taxes, franchise fees, FCC fees, Regulatory Cost Recovery, Public Access fees, other state or local fees or other applicable charges (e.g., per-call toll or international charges). Prices, services and features are subject to change. If you are an Xfinity TV customer and you own a compatible TV Box or CableCARD device, please call 1-800-XFINITY for pricing information or visit www.xfinity.com/equipmentpolicy. © 2021 Comcast. All rights reserved.
- 2 Requires a compatible modem and TV Box with remote, CableCARD or compatible customer owned device.
- 3 Requires Limited Basic, TV Box, CableCARD or compatible customer owned device.
- 4 Franchise Costs are costs associated with providing public, educational and/or government access facilities and equipment and/or other related costs in your community.
- 5 Requires HD Technology Fee. Service to Additional TV with TV Box required for DVR Service on additional TVs. Not available to customers with Limited Basic only.
- 6 Includes TV Box. Digital service tier on additional TV corresponds to digital service tier on primary outlet. HD programming requires HD Technology Fee. Not available to Limited Basic only customers.
- 7 Not available to customers with Limited Basic only. Must subscribe to HD Technology Fee to receive HD programming.
- 8 Requires TV Box, TV Adapter, CableCARD or compatible customer owned device.
- 9 Discount of 10% off of Limited Basic (including discount on Broadcast TV Fee and Franchise Costs) available to seniors who qualify for discount. Age and income restrictions apply. Call 1-800-XFINITY for more information.
- 10 Requires Extra.
- 11 Includes TV Adapter and remote. Digital service tier on additional TV corresponds to digital service tier on primary outlet. Does not include access to On Demand content, premium channels or channel numbers above 1000 unless otherwise noted on the channel lineup. Not available to customers with Limited Basic only.
- 12 Price of Pay-Per-View and On Demand Movie or Event is displayed prior to the completion of the Pay-Per-View or On Demand ordering process.
- 13 Requires Limited Basic and TV Box and remote or compatible customer owned device. Requires HD Technology Fee to receive HD programming.
- 14 One month minimum purchase required. Not available in all areas.
- 15 Standard installation includes installation of service line up to 125 feet from existing Comcast plant for the primary outlet only, except as otherwise required under local franchise agreement. Comcast does not perform custom installations, including installations which require in-wall wiring, wiring in extensive drop ceilings, basements, or crawl spaces.
- 16 Includes standard installation of Xfinity TV, Xfinity Internet and/or Xfinity Voice and installation of additional outlets and wireless networking set-up if requested at time order is placed. Does not include installations of Xfinity TV only, Xfinity Home Security or Xfinity Gigabit Pro Internet.
- 17 Contact 1-800-XFINITY for questions regarding equipment replacement charges.
- 18 Requires a compatible modem. Unlimited Local and Long Distance package pricing applies only to direct dialed calls from home to locations included in the plan. Plans do not include other international calls. For more information regarding Xfinity Voice pricing go to <https://www.xfinity.com/Corporate/About/PhoneTermsOfService/ComcastDigitalVoice/cdrresidential>.
- 19 A compatible modem is required. For more information regarding Xfinity Internet go to <http://www.xfinity.com/Internet-service.html>.
- 20 Not available in all areas. May require installation and non-refundable installation charge.
- 21 Requires 2 year contract. Monthly rental of Gigabit Pro cable modem/router additional. Activation and professional installation fees additional. Gigabit Pro does not qualify for Comcast 30-day money back guarantee.
- 22 Applies to Limited Basic and Xfinity Instant TV.
- 23 Applies to Extra and above, and Sports & News.
- 24 Xfinity Internet discount does not apply to Xfinity Instant TV.
- 25 Requires Limited Basic with X1 TV Box and Xfinity Internet service.
- 26 Requires Choice Double Play, Choice Limited TV or Choice TV. Cannot be combined with Limited Basic only.
- 27 Requires Limited Basic, HD Technology Fee and TV Box, CableCARD or compatible customer owned device.
- 28 Requires Limited Basic with X1 TV Box or compatible customer owned device and Xfinity Internet service.
- 29 Equipment required at an additional cost. For additional information go to <http://www.xfinity.com/homesecurity>.

- 30 Includes Xfinity Home Security and 24/7 Video Recording for up to 4 cameras. Equipment required at an additional cost. For more information on 24/7 Video Recording go to <http://www.xfinity.com/video-recording>.
- 31 Requires Limited Basic TV service and a compatible Xfinity TV Box or customer owned device.
- 32 Requires Limited Basic, HD Technology Fee, X1 TV Box with remote or compatible customer owned device. Sports Package subscriptions can be billed at once or in 4 total payments. Call 1-800-XFINITY to cancel subscription within 30 days of first charge to bill. Charges are non-refundable after 30 days of first charge to bill. Restrictions may apply.
- 33 Requires Limited Basic, TV Box or compatible customer owned device with Xfinity Internet.
- 34 Requires HD Technology Fee and TV Box or compatible customer owned device. DVR Service with compatible customer owned device limited to 60 hours DVR Service.
- 35 Requires TV Box, CableCARD or compatible customer owned device. 10 Hours DVR Service available with X1 TV Box (X1 TV Box requires subscription to one Genre Pack) or compatible customer owned device. Cannot be combined with Xfinity Voice or Xfinity Home Security.
- 36 Requires minimum of Xfinity Performance Internet service and an Xfinity Flex Streaming device. Choice TV available for ordering through the Flex box only. 20 hours DVR Service available with X1 TV Box or compatible customer owned device. Not eligible for multiproduct pricing on Xfinity Internet, Xfinity Voice or Xfinity Home Security.
- 37 Applies to installation, relocation and activation of additional outlets as well as upgrade/downgrades of service after initial installation of service and in-home visits. Does not cover installation or in-home visits for Xfinity Home Security.
- 38 20 Hour DVR Service requires Xfinity Internet Service and either an X1 TV Box or compatible customer owned device.
- 39 SurePrice only available for 12 months to customers with Standard+ More, Select+ More, Signature+ More and Super+ More packages after qualifying 12 month promotional pricing.
- 40 Requires 2-year contract. Monthly rental of Gigabit Pro compatible modem/router additional. Activation and professional installation fees additional. Gigabit Pro does not qualify for Comcast 30-day money back guarantee.
- 41 Cannot be combined with Sports & News genre pack.
- 42 Requires Extra.
- 43 Requires Xfinity TV Latino, More Sports & Entertainment Package, Choice TV Double Play with one Genre Pack, Choice TV, or Extra or higher, Xfinity Internet, TV Box or compatible customer owned equipment.
- 44 Not available to customers with Limited Basic only. Includes a customer-owned video equipment credit. An additional charge will apply for additional CableCARDs in the same device.
- 45 Includes delivery of up to a total of three Get Started Kits for Xfinity TV, Xfinity Internet, or Xfinity Voice and a network signal test. Requires service address activation for Xfinity services within the last 2 years. Does not include installation or relocation of outlets, equipment installation, setup or troubleshooting, or installation of Xfinity Home or Xfinity Gigabit Pro Internet.
- 46 20 Hour DVR Service requires Xfinity Internet Service and either an X1 TV Box or compatible customer owned device.

Xfinity Home Security License Numbers:

AL: 001484, 001504; AR: 12-030; AZ: ROC 280515, BTR 18287-0; CA: CSLB 974291, ACO 7118; CT: ELC 0189754-C5; DE: FAL-0299, FAC-0293, SSPS 11-123; FL: EF0000921, EF20001002, EF0001095; GA: LVU406303, LVU406264, LVU406190, LVU406354; IL: PACA 127-001503; LA: F1691; MA: SS-001968; MD: 107-1776; ME: LM50017039; MI: 3601206217; MN: TS674412; NC: 2335-CSA, 29443-SP-FA/LV; NJ: Burglar and Fire Alarm Business Lic. # 34BF00047700; NM: 373379; NY: licensed by the N.Y.S. Department of State 12000305421; OH: LIC# 53-89-1732; OR: CCB 192945; SC: BAC-13497, FAC-13440; TN: ACL 1597, ACL 1604; TX: ACR-1672104, -1818, B16922, B02571; UT: 8226921-6501; VA: 2705145289, DCJS 11-7361; VT: ES-02366; WA: COMCABS892DS; WASHINGTON, DC: ECS 902687, BBL 602512000005; WV: WV049211.

MS: 15018010

Valid 1/1/21. See www.xfinity.com/home-security for current list.

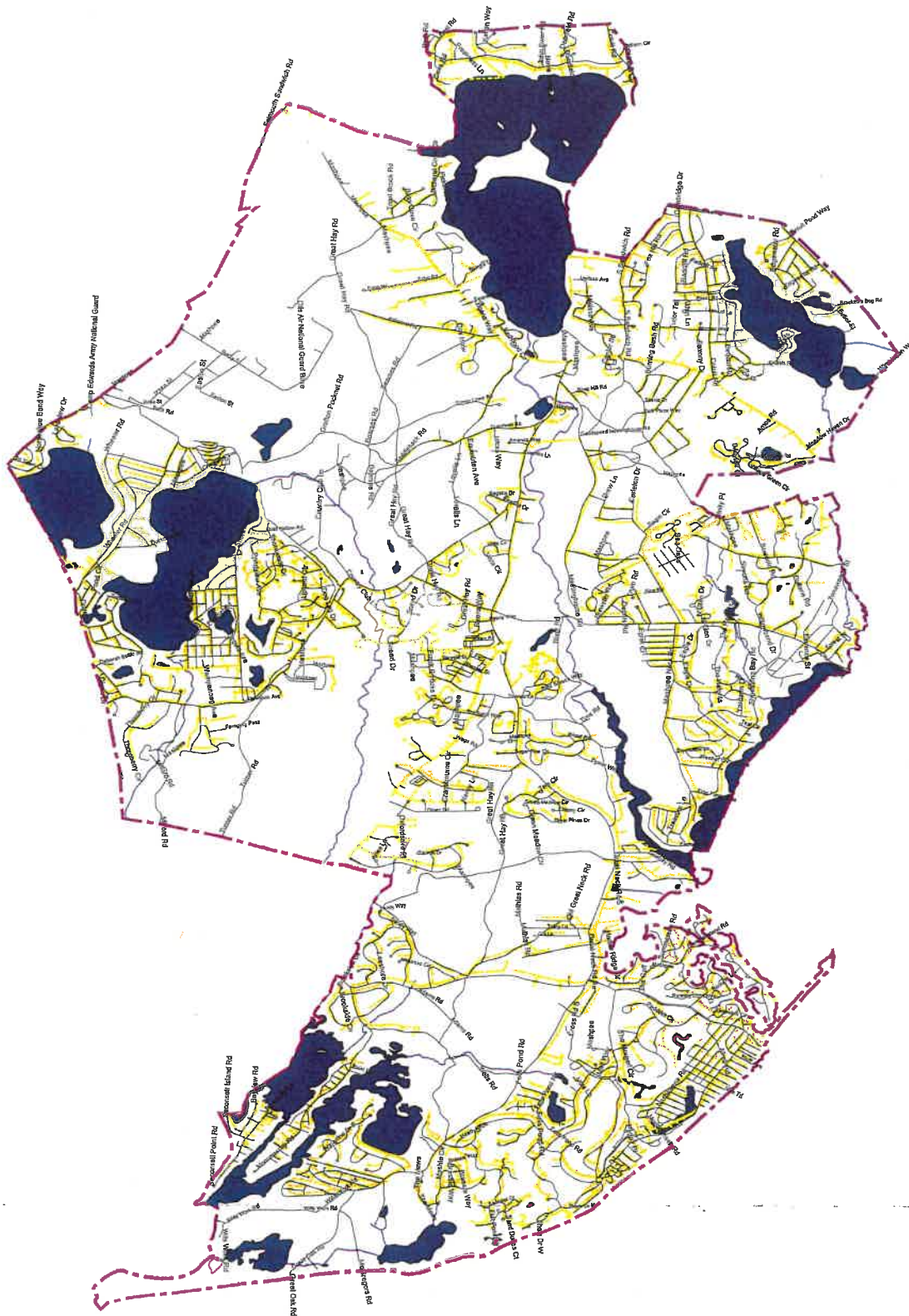
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Form 100

Exhibit E

Map of System

Please see the following page(s).



- Streets
- Cable Plant
- - - Community Boundary
- Water

MASHPEE, MA - PLANT AREA MAP

COMCAST



Form 100

Exhibit F

System Information

Please see the following page(s).

**COMCAST
DECEMBER 31, 2020**

TOWN/CITY OF: Mashpee, MA
FORM 100
LICENSE APPLICATION

OWNERSHIP AND FINANCIAL INFORMATION

QUESTION **28. Provide the following system information as of the last complete year for which the data is available:**

- a. Total Homes in Service Area (passed and not passed by cable system)**
- b. Homes Passed by Cable System**
- c. Cable Subscribers**
- d. Aerial Miles Constructed**
- e. Underground Miles Constructed**
- f. Total Cable Subscriber Revenues in Service Area**

8,281
8,281
12,499
77.32
110.78
\$ 10,365,334

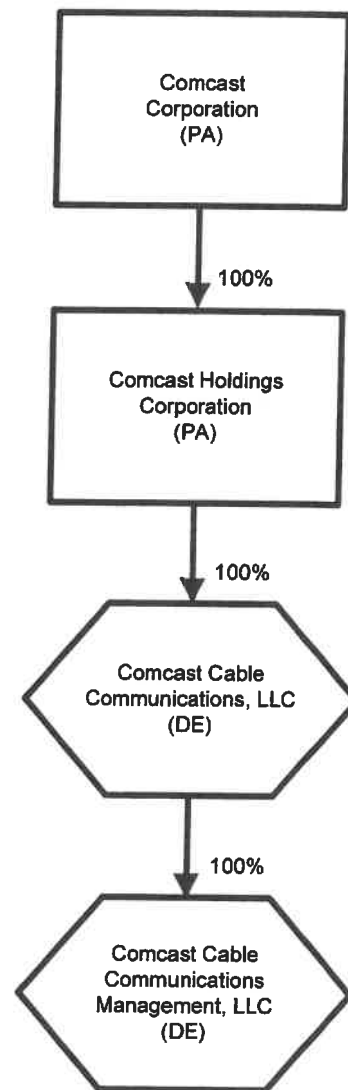
Form 100

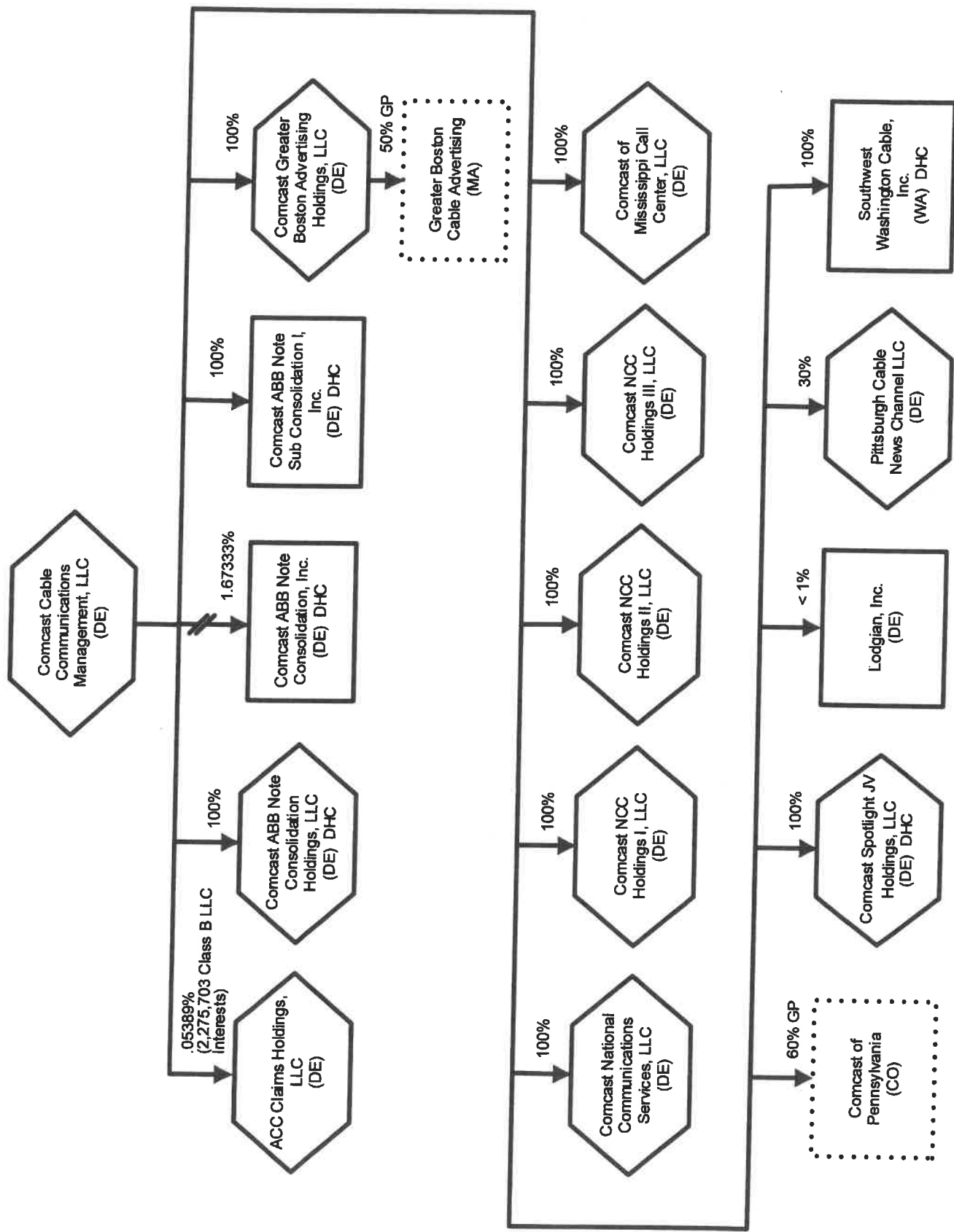
Exhibit G

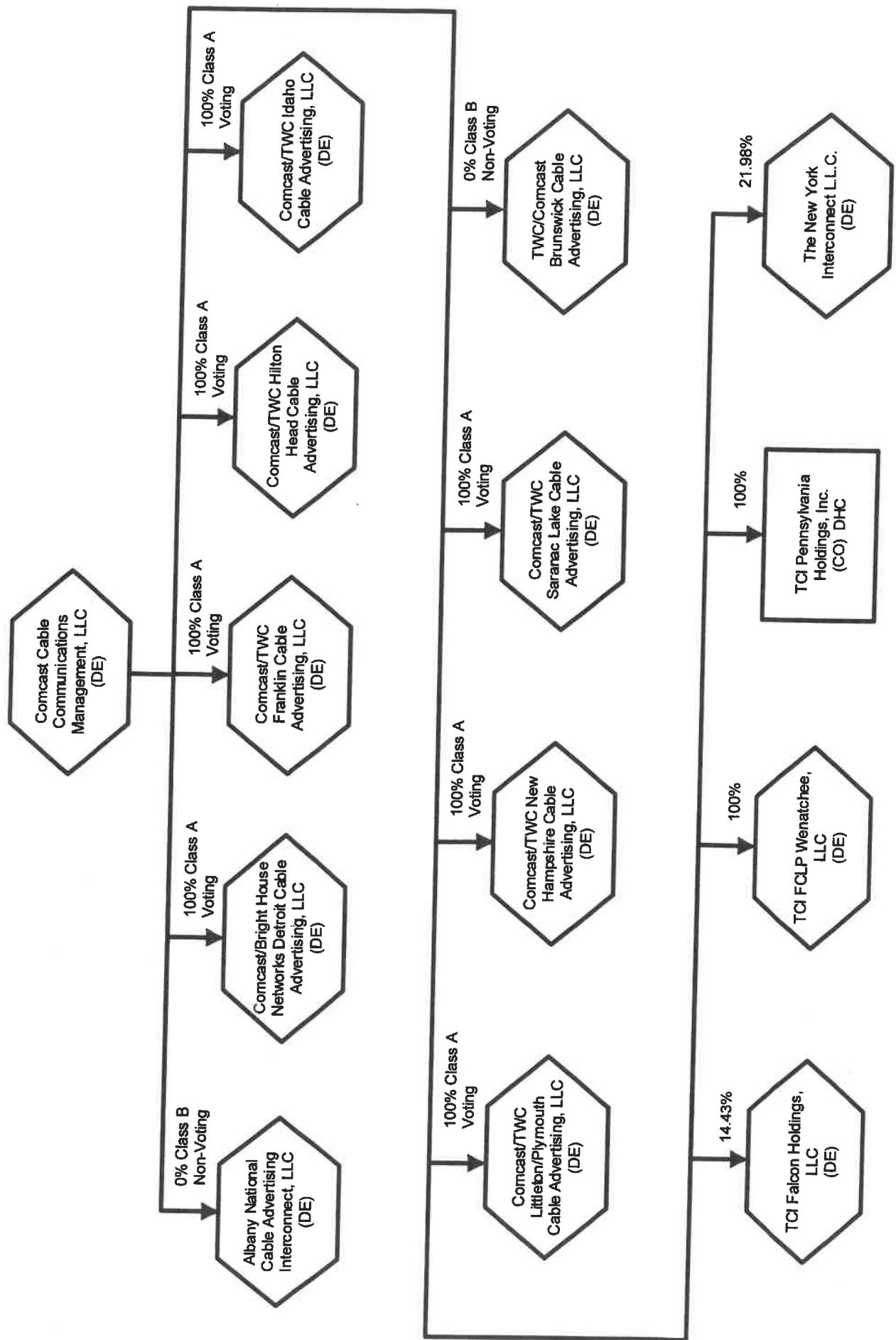
Corporate Family Tree Information

Please see the following page(s).

Comcast Cable Communications Management, LLC
Organizational chart as of June 15, 2017







Subsidiaries of Comcast Holdings Corporation

Legal Entity Name	Direct Ownership %
CBS Holdco, LLC	100%
Classic Services, Inc.	100%
Comcast 38GHZ, Inc.	100%
Comcast AG Holdings, LLC	100%
Comcast ASBC, Inc.	100%
Comcast Broadband Lab, LLC	100%
Comcast Cable Communications, LLC	100%
Comcast Cablevision of Garden State, Inc.	100%
Comcast Capital Corporation	100%
Comcast Cellular Holdings Corporation	100%
Comcast CHC Subsidiary Holdings, Inc.	100%
Comcast CHC, LLC	100%
Comcast Concurrent Holdings, Inc.	100%
Comcast Corporation & NBCUniversal Political Action Committee – Federal	100%
Comcast Corporation & NBCUniversal Political Action Committee - USA	100%
Comcast Corporation Political Action Committee - Texas	100%
Comcast Corporation Political Action Committee of Massachusetts	100%
Comcast Corporation Trust I	100%
Comcast Corporation Trust II	100%
Comcast Corporation Trust III	100%
Comcast CV GP, LLC	100%
Comcast CV, L.P.	99.08353%
Comcast DC Radio, LLC	100%
Comcast Entertainment Networks Holdings, LLC	100%
Comcast Funding I, LLC	100%
Comcast Holdings II, LLC	100%
Comcast Holdings III, LLC	100%
Comcast Holdings IV, LLC	100%
Comcast Holdings V, LLC	100%
Comcast ICG, Inc.	100%
Comcast International Holdings, Inc.	100%
Comcast JR Holdings, Inc.	100%
Comcast LCP, Inc.	100%
Comcast Media Services, LLC	100%
Comcast Metatv, Inc.	100%
Comcast New Media Development, Inc.	100%
Comcast Newco 13, Inc.	100%
Comcast Newco 17, Inc.	100%
Comcast Newco 18, Inc.	100%
Comcast Newco 19, Inc.	100%
Comcast Newco 2, Inc.	100%
Comcast Newco 20, Inc.	100%
Comcast Newco 21, Inc.	100%
Comcast Newco 22, Inc.	100%
Comcast Newco 23, Inc.	100%
Comcast Newco 3, Inc.	100%
Comcast Newco 4, Inc.	100%
Comcast Newco 5, Inc.	100%

Subsidiaries of Comcast Holdings Corporation

Legal Entity Name	Direct Ownership %
Comcast Newco 6, Inc.	100%
Comcast Newco 7, Inc.	100%
Comcast Newco 8, Inc.	100%
Comcast Newco 9, Inc.	100%
Comcast Primestar Holdings, Inc.	100%
Comcast Programming Holdings, LLC	100%
Comcast QCOM TV Partners GP, LLC	100%
Comcast QIH, Inc.	100%
Comcast SC Investment, Inc.	100%
Comcast Spectacor Holding Company, LLC	100%
Comcast Spectacor, LLC	24.288%
Comcast SportsNet NE Holdings, Inc.	100%
Comcast SportsNet Philadelphia Holdings, LLC	38.45%
Comcast Support Services, LLC	100%
Comcast Technology, Inc.	100%
Comcast Visible World Holdings, Inc.	100%
Comcast WCS ME02, Inc.	100%
Comcast WCS ME04, Inc.	100%
Comcast WCS ME05, Inc.	100%
Comcast WCS ME16, Inc.	100%
Comcast WCS ME19, Inc.	100%
Comcast WCS ME22, Inc.	100%
Comcast WCS ME26, Inc.	100%
Comcast WCS ME28, Inc.	100%
Comcast WCS Merger Holdings, Inc.	100%
ComCon Production Services I, Inc.	100%
CSNNE Partner, LLC	100%
EI Holdings, Inc.	100%
Interactive Technology Services, Inc.	100%
NROCA Holdings, Inc.	100%
QCOM TV Partners	50%
SPX Holdings, LLC	100%
Versus Holdings, LLC	83%

Subsidiaries of Comcast Cable Communications Management, LLC

Legal Entity Name	Direct Ownership %
ACC Claims Holdings, LLC	0.05389%
Comcast ABB Note Consolidation Holdings, LLC	100%
Comcast ABB Note Consolidation, Inc.	1.67333%
Comcast ABB Note Sub Consolidation I, Inc.	100%
Comcast Greater Boston Advertising Holdings, LLC	100%
Comcast National Communications Services, LLC	100%
Comcast NCC Holdings I, LLC	100%
Comcast NCC Holdings II, LLC	100%
Comcast NCC Holdings III, LLC	100%
Comcast of Mississippi Call Center, LLC	100%
Comcast of Pennsylvania	60%
Comcast Spotlight JV Holdings, LLC	100%
Pacific Northwest Interconnect	50%
Pittsburgh Cable News Channel LLC	30%
Southwest Washington Cable, Inc.	100%
TCI Falcon Holdings, LLC	14.43%
TCI FCLP Wenatchee, LLC	100%
TCI Pennsylvania Holdings, Inc.	100%
The New York Interconnect L.L.C.	21.98%

Subsidiaries of Comcast Corporation

Legal Entity Name	Direct Ownership %
18A Hotel LLC	80%
18A LLC	80%
19A LLC	100%
Advanced IS, LLC	100%
Comcast Alpha Holdings, Inc.	100%
Comcast Baseball Investment, LLC	100%
Comcast Cable EP Services, Inc.	100%
Comcast Contribution Holdings, LLC	100%
Comcast CSA Holdings, LLC	100%
Comcast DW Holding, Inc.	100%
Comcast Hockey Investment, LLC	100%
Comcast Holdings Corporation	100%
Comcast IP Holdings I, LLC	100%
Comcast Navy Acquisition, LLC	100%
Comcast Navy Holdings, LLC	100%
Comcast Philadelphia Holdings, LLC	100%
Comcast Spectrum Holdings, LLC	100%
Comcast STB Software DVR, LLC	100%
Comcast STB Software I, LLC	100%
Comcast STB Software II, LLC	100%
Comcast STB Software MOT, LLC	100%
Comcast STB Software PAN, LLC	100%
Comcast STB Software PM, LLC	100%
Comcast STB Software TW, LLC	100%
Comcast Ventures, LLC	100%
Crossover Connect, LLC	100%
Eight One Eight Sports & Entertainment LLC	11.11%
Entertainment for All, LLC	100%
Family Insight, LLC	100%
Faraway Connections, LLC	100%
LPT 19th & Arch Limited LP	49.5%
Next Pursuit, LLC	100%
One Belmont Insurance Company	100%
Roving, LLC	100%
SNL Entertainment Holdings, Inc.	100%
Strata Marketing, Inc.	100%
Surehouse, LLC	100%
The Comcast Foundation	100%
Three Belmont Insurance Company	100%
Video Technology Services, LLC	100%
vMOTE, LLC	100%
Xidio, LLC	100%
Zupp, LLC	100%

Subsidiaries of Comcast Cable Communications, LLC

Legal Entity Name	Direct Ownership %
Beatrice Cable TV Company	100%
Big Rig Merger Sub, Inc.	100%
CCC-NJFT, Inc.	100%
Century-TCI California Communications, L.P.	70.37%
Colorado Terrace Tower II Corporation	100%
COM South, LLC	100%
Comcast ABB Business Services, Inc.	100%
Comcast ABB Cablevision V, LLC	100%
Comcast ABB CSC Holdings, LLC	61.9%
Comcast ABB Holdings I, Inc.	100%
Comcast ABB NOC, LLC	100%
Comcast ABB Note Consolidation, Inc.	25.0476%
Comcast ABB Note Sub Consolidation III, Inc.	100%
Comcast ABB Optionee Payroll, LLC	100%
Comcast ABB Overseas Holdings I, LLC	100%
Comcast Cable Communications Canada, Inc.	100%
Comcast Cable Communications Holdings, LLC	100%
Comcast Cable Communications Management, LLC	100%
Comcast Cable Funding I, LLC	100%
Comcast Cable of Indiana, LLC	100%
Comcast Cable of Maryland, LLC	100%
Comcast Cable SC Investment, Inc.	100%
Comcast Cable Trust I	100%
Comcast Cable Trust II	100%
Comcast Cable Trust III	100%
Comcast Cablevision of Southeast Michigan, Inc.	100%
Comcast CCH Subsidiary Holdings, Inc.	100%
Comcast Commercial Services Group Holdings, LLC	100%
Comcast Connected Health, LLC	100%
Comcast Enterprise Services, LLC	100%
Comcast Financial Agency Corporation	100%
Comcast Garden State, LLC	100%
Comcast India Holdings Limited	100%
Comcast Interactive Media, LLC	100%
Comcast IP Phone of Missouri, LLC	100%
Comcast IP Phone, LLC	100%
Comcast IP Services II, Inc.	100%
Comcast M2M, LLC	100%
Comcast Michigan Holdings, LLC	100%
Comcast MO Capital Corporation	100%
Comcast MO Digital Radio, LLC	100%
Comcast MO Federal Relations, Inc.	100%
Comcast MO Group Funding, Inc.	100%
Comcast MO Group Holdings, LLC	100%
Comcast MO Holdings I, LLC	100%
Comcast MO Holdings II, Inc.	100%
Comcast MO Investments, LLC	100%
Comcast MO of Minnesota, Inc.	100%
Comcast MO Racing, Inc.	100%
Comcast MO Real Estate, Inc.	100%
Comcast MO SPC I, LLC	100%

Subsidiaries of Comcast Cable Communications, LLC

Legal Entity Name	Direct Ownership %
Comcast MO Telecommunications Corp.	100%
Comcast MVNO II, LLC	100%
Comcast of Alabama, LLC	100%
Comcast of Arkansas, Inc.	100%
Comcast of Arkansas/Florida/Louisiana/Minnesota/Mississippi/Tennessee, LLC	100%
Comcast of Avalon, LLC	100%
Comcast of Baltimore City, LLC	100%
Comcast of Brockton, Inc.	99.95%
Comcast of Burlington County, LLC	100%
Comcast of California I, Inc.	100%
Comcast of California II, LLC	100%
Comcast of California III, Inc.	100%
Comcast of California IV, Inc.	100%
Comcast of California XI, Inc.	100%
Comcast of California XII, LLC	100%
Comcast of California XIII, Inc.	100%
Comcast of California/Colorado, LLC	100%
Comcast of California/Colorado/Illinois/Indiana/Michigan GP, LLC	100%
Comcast of California/Colorado/Illinois/Indiana/Michigan, LP	99%
Comcast of California/Illinois, LP	83.62%
Comcast of California/Massachusetts/Michigan/Utah, LLC	100%
Comcast of Central New Jersey II, LLC	100%
Comcast of Central New Jersey, LLC	100%
Comcast of Coconut Creek, Inc.	100%
Comcast of Colorado IV, LLC	100%
Comcast of Colorado IX, LLC	100%
Comcast of Colorado V, LLC	100%
Comcast of Colorado VI, LLC	100%
Comcast of Colorado VII, LLC	100%
Comcast of Colorado VIII, LLC	100%
Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC	100%
Comcast of Connecticut, Inc.	100%
Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC	100%
Comcast of Delmarva, LLC	100%
Comcast of Eastern Shore, LLC	100%
Comcast of Elkton, LLC	100%
Comcast of Flint, Inc.	100%
Comcast of Florida	43.262%
Comcast of Florida I, Inc.	100%
Comcast of Florida/Georgia	20%
Comcast of Florida/Georgia/Illinois/Michigan, LLC	100%
Comcast of Georgia/Massachusetts, LLC	100%
Comcast of Georgia/Michigan, LP	63.04%
Comcast of Gloucester County, LLC	100%
Comcast of Grosse Pointe, Inc.	100%
Comcast of Hopewell Valley, Inc.	100%

Subsidiaries of Comcast Cable Communications, LLC

Legal Entity Name	Direct Ownership %
Comcast of Illinois II, Inc.	100%
Comcast of Illinois IV, Inc.	100%
Comcast of Illinois IX, LLC	100%
Comcast of Illinois V, Inc.	100%
Comcast of Illinois VI, LLC	100%
Comcast of Illinois X, LLC	100%
Comcast of Illinois XI, LLC	100%
Comcast of Illinois/Indiana/Michigan, Inc.	92.59259%
Comcast of Illinois/Indiana/Michigan, Inc.	7.40741%
Comcast of Illinois/Ohio/Oregon, LLC	100%
Comcast of Illinois/West Virginia, LLC	100%
Comcast of Indiana/Kentucky/Utah	92.324%
Comcast of Indiana/Michigan, LLC	100%
Comcast of Indiana/Michigan/Pennsylvania, LLC	100%
Comcast of Indianapolis, LLC	100%
Comcast of Laurel, Inc.	100%
Comcast of Lawrence, LLC	100%
Comcast of Levittown, LLC	100%
Comcast of Lompoc, LLC	100%
Comcast of Long Beach Island, LLC	100%
Comcast of Lower Merion, LLC	100%
Comcast of Maine/New Hampshire, Inc.	100%
Comcast of Massachusetts II, Inc.	100%
Comcast of Massachusetts III, Inc.	100%
Comcast of Massachusetts/Virginia, Inc.	100%
Comcast of Mercer County, LLC	100%
Comcast of Meridian, Inc.	100%
Comcast of Michigan I, LLC	100%
Comcast of Michigan II, LLC	100%
Comcast of Michigan IV, LLC	100%
Comcast of Michigan, LLC	100%
Comcast of Michigan/Mississippi/Tennessee, Inc.	100%
Comcast of Monmouth County, LLC	100%
Comcast of Muncie, LLC	100%
Comcast of Muncie, LP	11%
Comcast of Needham, Inc.	99.77%
Comcast of New Jersey, LLC	100%
Comcast of New Mexico/Pennsylvania, LLC	100%
Comcast of North Broward, Inc.	100%
Comcast of Northwest New Jersey, LLC	100%
Comcast of Novato, Inc.	100%
Comcast of Ocean County, LLC	100%
Comcast of Oregon I, Inc.	100%
Comcast of Parkland, Inc.	100%
Comcast of Pennsylvania I, LLC	100%
Comcast of Pennsylvania, LLC	100%
Comcast of Philadelphia II, LLC	100%
Comcast of Plainfield, LLC	100%
Comcast of San Joaquin, Inc.	100%
Comcast of Santa Cruz, Inc.	100%
Comcast of Santa Maria, LLC	100%

Subsidiaries of Comcast Cable Communications, LLC

Legal Entity Name	Direct Ownership %
Comcast of Sierra Valleys, Inc.	100%
Comcast of South Chicago, Inc.	100%
Comcast of Southeast Pennsylvania, LLC	100%
Comcast of Southern California, Inc.	100%
Comcast of Southern Mississippi, Inc.	100%
Comcast of St. Paul, Inc.	100%
Comcast of Taylor, LLC	100%
Comcast of the District Holdings, Inc.	100%
Comcast of the District, LLC	99.9%
Comcast of the Meadowlands, LLC	100%
Comcast of the South, L.P.	98.98989%
Comcast of Tupelo, Inc.	100%
Comcast of Utah II, Inc.	8.636%
Comcast of Wisconsin, Inc.	100%
Comcast of Wyoming II, Inc.	100%
Comcast Palm Beach GP, LLC	100%
Comcast Phone II, LLC	100%
Comcast Phone, LLC	100%
Comcast Real Estate Holdings of Alabama, LLC	100%
Comcast TCP Holdings I, LLC	100%
Comcast TW Exchange Holdings II GP, LLC	100%
Comcast TW Exchange Holdings II, LP	99%
Command Cable of Eastern Illinois Limited Partnership	54.624%
Community Realty, Inc.	100%
Continental Cablevision Asia Pacific, Inc.	100%
CVC Keep Well LLC	100%
Digiventures, LLC	100%
East Rutherford Realty, Inc.	100%
FAB Communications, Inc.	100%
FreeWheel Media, Inc.	100%
Guide Investments, Inc.	100%
Heritage Cablevision of Massachusetts, LLC	100%
Heritage Cablevision of South East Massachusetts, Inc.	100%
Jones Cable Corporation	100%
Jones Cable Holdings, LLC	100%
Jones Programming Services, Inc.	100%
Jones Spacelink Cable Corporation	100%
Lenfest Australia, Inc.	100%
Lenfest Delaware Properties, Inc.	100%
Lenfest International, Inc.	100%
Lenfest Jersey, LLC	100%
Lenfest Oaks, Inc.	100%
Liberty Ventures Group LLC	100%
MobileReactor, LLC	100%
NDTC Technology, Inc.	100%
Pacific Northwest Interconnect	50%
Parnassos Communications, L.P.	0.1%
Parnassos Communications, L.P.	66.57%
PowerCloud Systems, Inc.	100%
Preview Magazine Corporation	100%
RDK Management, LLC	34.2282%

Subsidiaries of Comcast Cable Communications, LLC

Legal Entity Name	Direct Ownership %
Satellite Services, Inc.	100%
Saturn Cable T.V., Inc.	100%
SCI 48, Inc.	100%
SCI 55, Inc.	100%
TCI Atlantic, LLC	100%
TCI Bay, Inc.	100%
TCI Cablevision of Massachusetts, Inc.	100%
TCI Cablevision of Minnesota, Inc.	100%
TCI Cablevision of Nebraska, Inc.	100%
TCI Cablevision of South Dakota, Inc.	100%
TCI Cablevision of Vermont, Inc.	100%
TCI Command II, LLC	100%
TCI CSC II, LLC	100%
TCI CSC VI, Inc.	100%
TCI Evangola, Inc.	100%
TCI Falcon Holdings, LLC	7.03%
TCI FCLP Northwest, LLC	100%
TCI FCLP Redding, LLC	100%
TCI Gilbert Uplink, Inc.	100%
TCI Great Lakes, LLC	100%
TCI Hits At Home, Inc.	100%
TCI Holdings, LLC	100%
TCI Internet Services, LLC	100%
TCI IP-VI, LLC	94.14%
TCI IT Holdings, Inc.	100%
TCI Lake, Inc.	100%
TCI Lenfest, Inc.	100%
TCI Materials Management, Inc.	100%
TCI Michigan, LLC	100%
TCI National Digital Television Center - Hong Kong, Inc.	100%
TCI Northeast, LLC	100%
TCI of Council Bluffs, LLC	100%
TCI of Indiana Holdings, LLC	48.54%
TCI of Maine, Inc.	100%
TCI of Missouri, LLC	100%
TCI of North Dakota, Inc.	100%
TCI of Overland Park, LLC	100%
TCI of Paterson, LLC	100%
TCI of South Dakota, LLC	100%
TCI of Watertown, Inc.	100%
TCI Pacific Communications, Inc.	100%
TCI Realty, LLC	100%
TCI Southeast, LLC	100%
TCI Spartanburg IP-IV, LLC	100%
TCI Starz, Inc.	100%
TCI Technology Management, LLC	100%
TCI Telecom, Inc.	100%
TCI TKR of Metro Dade, LLC	100%
TCI TKR of Southeast Texas, LLC	100%
TCI TKR of Wyoming, LLC	100%
TCI TW Texas JV Holdings IV, Inc.	100%

Subsidiaries of Comcast Cable Communications, LLC

Legal Entity Name	Direct Ownership %
TCI West, LLC	100%
TCI.NET, Inc.	100%
TCID Data Transport, Inc.	100%
TCID of Michigan, Inc.	100%
TCID X*PRESS, Inc.	100%
TCID-Commercial Music, Inc.	100%
Tele-Communications of Colorado, Inc.	100%
Televents of Colorado, LLC	100%
Televents of Florida, LLC	100%
Televents of Powder River, LLC	100%
Televents of Wyoming, LLC	100%
Tempo DBS, Inc.	100%
Tempo Development Corporation	100%
TEMPO Television, Inc.	99.805%
This Technology, Inc.	100%
Tribune-United Cable of Oakland County	10%
UACC Midwest Insgt Holdings, LLC	100%
UA-Columbia Cablevision of Massachusetts, LLC	100%
United Cable Television of Oakland County, Ltd.	99%
United of Oakland, Inc.	7.5%
United of Oakland, Inc.	90%
Visible World Inc.	100%
Western Satellite 2, Inc.	100%
WestMarc Cable Holding, Inc.	100%
WestMarc Development II, LLC	100%
WestMarc Realty, Inc.	34.042%

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

The Mashpee Board of Selectmen will conduct a public hearing on a proposed parking ban or parking by permit only on Great Neck Road South in Mashpee in the area of the Ockway Bay Boat Ramp. Said hearing will be held on Monday, July 26, 2021 at 6:50 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

Residents are invited to attend the hearing or email their questions/comments in advance to bos@mashpeema.gov.



Per Order of
Mashpee Board of Selectmen

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




TOWN OF MASHPEE

OFFICE OF SELECTMEN

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

MEMORANDUM

TO: Rodney C. Collins – Town Manager;
Chair Carol A. Sherman and the Honorable Members of the Board of Selectmen

FROM: Terrie M. Cook – Administrative Assistant 

DATE: July 22, 2021

SUBJ: October 18, 2021 Annual Town Meeting Warrant Draft #1

Draft #1 of the October 18, 2021 Annual Town Meeting Warrant [twenty-six (26) articles]

- There are sixteen (16) articles submitted by various Departments and/or Boards.
- There are ten (10) articles submitted by petition as follows: one (1) “Step 1” road taking article; two (2) “Step 2” road taking articles; one (1) proposed single use plastic bottle ban; six (6) zoning articles with regard to solar energy.
- The articles are not numbered but there are page numbers on the bottom of each page for your reference.

Thank you.

**TOWN OF MASHPEE
MASHPEE HIGH SCHOOL
500 OLD BARNSTABLE ROAD
MASHPEE, MA 02649
ANNUAL TOWN MEETING
MONDAY, OCTOBER 18, 2021**

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 18th day of October 2021 at 7:00 p.m. for the following purposes:

To act on the articles contained in the following Warrant:

Article_

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court pursuant to Section 8 of the Home Rule Amendment to the Constitution of the Commonwealth of Massachusetts (Article 89) for an amendment to the Mashpee Home Rule Charter striking out the words "Board of Selectmen" or "Selectmen" wherever they appear in said Charter and inserting in place thereof the words "Select Board", and to strike out the definition of Board of Selectmen set forth in Section 1-7 of the Charter and insert in place thereof: **"Select Board.** The words "Select Board" shall mean the board of persons referred to in the General Laws of Massachusetts and heretofore in this Charter as the Board of Selectmen."; further, subject to, in furtherance of, and consistent with said Charter amendment, to amend Chapter 4, Article II, §4-2 of the Mashpee General Bylaws by substituting the term "Select Board" for "Board of Selectmen" and adding the following sentence: "For purposes of these bylaws, the Select Board shall assume and retain the status of the formerly designated Board of Selectmen and shall assume all powers and duties vested in a board of selectmen by general or special law, home rule charter, these bylaws or other applicable authority."; to amend Article XVI, §174-91 of the Zoning Bylaws by substituting the term "Select Board" for "Board of Selectmen", and further, by deleting, in every other instance in which they appear in the General Bylaws, with the exception of Chapter 1, Article I, §1-1, and in the Zoning Bylaw the terms "Board of Selectmen" and "Selectmen" and inserting in their place, the words "Select Board";

or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: This article will change the name of the Board of Selectmen to Select Board.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote pursuant to G.L. c. 40, §§15 & 15A to authorize the Board of Selectmen to transfer title, care, management, custody and/or control of the real property identified as 108 Commercial Street (Mashpee Assessors Map 81, Parcel 130) to the Mashpee Affordable Housing Trust for purposes of developing affordable housing, and, further, to authorize the Board of Selectmen to prepare and execute such agreements, deeds and other instruments necessary to effect said transfer upon such terms and conditions as the Selectmen shall deem to be in the interest of the Town, or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: This article seeks Town Meeting authorization to transfer care, management, and control of the subject parcel of Town owned land to the Affordable Housing Trust for the purposes of developing affordable housing.

Article_

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

<u>Town Meeting</u>	<u>Article #</u>	<u>Balance</u>	<u>Purpose</u>
May 1, 2001	17	\$ 275,000.00	Mashpee River Dredge
May 5, 2008	16	\$ 50,000.00	Solar Power/ Senior Center
May 1, 2017	15	\$1,141,318.35	Quashnet School Building
May 1, 2017	36	\$ 600,830.00	Chapter 90/ 2019

Explanation: This article is for the purpose of rescinding loans authorized for capital projects that have been completed or never started. This will enable the Town Accountant to remove the un-issued balances.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to appropriate and transfer \$50,000 from the Principal Temp Borrow Outside 2 ½ account to the Principal Temporary Borrowing Inside 2 ½ account and vote to transfer \$2,720 from Interest Temp Borrow Inside 2 ½ to the Interest Temp Borrow Outside 2 1/2 or take any other action relating thereto.

Submitted by the Town Treasurer

Explanation: This article is for the purpose of distributing the funds in the proper accounts due to the actual interest on BANS issued 5-12-21. These funds could not be appropriated in annual Town meeting as the Bonding was completed after the warrant article submission. The reduction in temporary borrowing interest outside 2 ½ and Principal Temp Borrow outside 2 ½ will reduce the outside 2 ½ portion of the tax rate.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to appropriate and transfer the sum of \$2,256.25 from revenue available for appropriation to pay the previous fiscal year's unpaid bills as follows:

Visiting Nurse Association of Cape Cod \$2,256.25
or take any other action relating thereto.

Submitted by the Board of Health

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 by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to appropriate and transfer the sum of \$TBD from revenue available for appropriation with said funds distributed as follows: \$9,180 to the Sewer Salary/Wage Account, \$1,265 to the Sick Leave Incentive account, \$TBD to the Medicare expense account, \$TBD to the Medical insurance account, \$TBD to the Barnstable County Retirement expense account, and \$TBD to the Group Life Insurance account

Submitted by the Board of Selectmen

Explanation: This article will transfer funds to cover a shortfall in the Town Engineer's salary and associated accounts.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to appropriate and transfer the sum of \$_____ from revenue available for appropriation to the CARES Act, or take any other action relating thereto.

Submitted by the Finance Director

Explanation: These funds are to cover expenses incurred due to the COVID-19 pandemic. The Town has exhausted our allocation of CARES Act federal funding and these expenses may be deemed ineligible under the FEMA reimbursement program. Any funds appropriated through this article can only be utilized for COVID related expenses. After all expenses and liabilities have been paid, any remaining balance of this appropriation will revert back to the general fund.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to raise, appropriate or transfer the sum of \$9,625 from revenue available for appropriation to the Sewer Expenses Account for aerial photography of the entire Town, or take any other action relating thereto.

Submitted by the Town Engineer

Explanation: This article is to fund aerial photography for use in future surveying for all phases of the Town's wastewater projects.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to appropriate and transfer pursuant to the provisions of M.G.L. Chapter 44B, §6 to Reserve from the FY 2022 estimated Community Preservation revenues, the following amounts:

\$198,834	10% for Open Space/Recreational Purposes
\$198,834	10% for Historic Preservation Purposes
\$198,834	10% for Affordable Housing Purposes
\$1,351,834	to the FY 2022 Community Preservation Fund Budget for Appropriation Reserve as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: This article is required annually to set aside the 10% Reserves of the estimated Community Preservation Funds for Open Space/Recreation Purposes, Historic Preservation Purposes and Affordable Housing Purposes and to fund the Budget for Appropriation Reserve.

The Community Preservation Committee voted to approve this article to set aside the 10% Reserves and Budget for Appropriation Reserve to be available for use in fiscal year 2022 as certified by the Finance Director and reflected in the FY 2022 CP-1. The total FY22 appropriation to the 10% Reserves and Budget for Appropriation Reserve is \$1,948,336.

The vote of the Community Preservation Committee was unanimous 9-0 in support of this article.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to appropriate and transfer from the Community Preservation Budget for Appropriation Reserve in accordance with the provisions of M.G.L., Chapter 44B, §5, the sum of \$425,000 for the purpose of funding the Ockway Bay Boat Ramp Improvement Project Phase III, 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 Ockway Bay Boat Ramp is one of the Town's three public launch facilities for boating access and it is used year round by recreational boaters and fishermen. The boat ramp is also utilized by the DNR and for the Town's shellfish propagation program. Phase III would replace the concrete boat ramp and install a concrete scour pad at the end of the ramp. The 35-year old ramp has deteriorated due to salt water corrosion. If funding is received the project would be completed in Winter/Spring 2022. Design and permitting for the \$450,000 project will be funded through the DPW/DNR or Waterways Commission budgets.

The vote of the Community Preservation Committee was unanimous 9-0 in support of this article.

The Board of Selectmen recommends approval of Article by a vote of

The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to appropriate and transfer the sum of \$50,000 from revenue available for appropriation to the Natural Resources Waterways Expense Account.

Submitted by the Department of Natural Resources

Explanation: This will provide funds for consulting services to request funding through the Seaport Economic Council by way of Coastal Zone Management and The University of Massachusetts Boston: Urban Harbors Institute for a Mashpee Municipal Harbor Management Plan. All funds will be used to implement a state approved Harbor Management Plan.

The Board of Selectmen recommends approval of Article by a vote of

The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to prohibit overnight occupancy on Town issued moorings within Mashpee Estuarine systems. Revisions to Mashpee Bylaws Ch.170- 9 A

Submitted by the Department of Natural Resources

Explanation: This article is necessary to protect vital shellfish habitat located within mooring fields from potential spillage or failure due to prolonged Marine Sanitation Device (MSD) usage within the mooring fields. If article is not supported all mooring fields within Mashpee may be shut down to the recreational and commercial harvest of shellfish during the months of May, June, July, August, and September. (Bylaw Creation).

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to amend town Bylaw under the Waterways, Use of Ch.170- 4 Speeds to read: "Maximum Speed for watercraft is "Slow, No Wake" (Headway Speed) 4.) On the following bodies of tidal water: a.) Great River b.) Little River c.) Santuit River, d.) Mashpee River e.) Ockway Bay f.) Shoestring bay and Simmons Narrows.

Submitted by the Department of Natural Resources

Explanation: This article is necessary to clarify No Wake zones within Mashpee Town Waters. Ockway bay and all of Great River should be considered a "No Wake" zone per Ch.170-4 sec. 3 : No wakes within 150 ft. from shore, bathers, vessels propelled by means other than machinery, vessels not underway, and commercial and private docking or mooring areas. There is NO marked channel in neither the Upper Great River region nor Ockway Bay. Bylaw currently reads "except in planning channel" for both Upper Great River and Ockway Bay, but none exist.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to appropriate and transfer the sum of _____(estimated \$350,000; awaiting bids) from revenue available for appropriation to the Natural Resources Waterways Expense Account (TBD)

Submitted by the Department of Natural Resources

Explanation: This article is necessary to fund a diagnostic study of Mashpee Wakeby Pond to determine necessary nutrient mitigation, public access improvements, and water quality management practices and improvements. All funds appropriated will be for sole use for funding a Mashpee Wakeby Diagnostic Study and/ or implementation of recommended water quality improvements suggested by the awarded consultant.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to appropriate and transfer the sum of \$14,000 from revenue available for appropriation to the Natural Resources Waterways Expense Account.

Submitted by the Department of Natural Resources

Explanation: This article is necessary to fund The Watershed Based Solutions to Increase Resilience to Harmful Algal Blooms in Santuit Pond in a Warmer and Wetter Climate. All funds appropriated will be for sole use in funding recommended water quality improvements as outlined in the AECOM 2010 Santuit Pond Diagnostic Study.

This article may be removed based on if the grant is awarded. Funds needed are already reduced from the previously requested in kind cash match of \$28,000.00. If awarded in kind match will be renegotiated through the State Municipal Vulnerability Preparedness Program.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to appropriate and transfer the sum of \$9,000 from revenue available for appropriation to the Town Clerk's Election/Registrations Expense Account to purchase six (6) Election Poll Pads and six (6) Election Poll Pad printers, or take any other action relating thereto.

Submitted by the Town Clerk

Explanation: In order to prepare for an election, the Town Clerk's Office is required by Massachusetts General Laws to provide check-in and check-out voter books. Mashpee currently has over 12,000 voters divided into five precincts. The reams of paper required to prepare for an election increases exponentially based on the election. This October town meeting will require a minimum of six out of ten reams of paper. These poll pads would save the Town paper, money, and will expedite the check-in process for both town meeting and elections.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to authorize and empower the Board of Selectmen to prepare a plan laying out and defining Canonchet Avenue 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 Canonchet Avenue Roadways Account, or take any other action relating thereto.

Submitted by Petition

Explanation: This article authorizes the Town to layout and define Canonchet Avenue and to appropriate funding for that purpose.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to accept the layouts as public ways of Cedar Street, Chestnut Street, Devon Street, Ash Street, Hawthorne Street, and Gina's Way as shown on plans entitled "Cedar Street, Devon Street, Ash Street, Road Taking Plan," in Mashpee, MA (Barnstable County), dated January 28, 2021 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 \$ 311,010.00 to the "Cedar Street, Chestnut Street, Devon Street, Ash Street, Hawthorne Street, and Gina's Way" 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, and 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.

Submitted by Petition

Explanation: This article authorizes the Town to complete the private to public road conversion process for Cedar Street, Chestnut Street, Devon Street, Ash Street, Hawthorne Street, and Gina's Way.

The Board of Selectmen recommends approval of Article by a vote of

The Finance Committee recommends approval of Article by a vote of

Article_

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, and 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.

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 by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

To see if the Town will vote to adopt the following as a general by-law and to insert it into the Code of the Town of Mashpee, Massachusetts.

Section 1. Sale of Single-use Plastic Water Bottles

Effective on September 30, 2022, it shall be unlawful to sell non-carbonated, unflavored drinking water in single-use plastic bottles of less than one gallon in the Town of Mashpee. Enforcement of this regulation will begin September 30, 2022.

Section 2. Definitions

A single-use plastic bottle is a beverage container made from any type of plastic resin.

Section 3. Exemptions

Sales or distribution of non-carbonated, unflavored drinking water in single-use plastic bottles occurring subsequent to a declaration of emergency (by the Emergency Management Director or other duly authorized Town, County, Commonwealth or Federal official) affecting the availability and/or quality of drinking water to residents of the Town shall be exempt from this bylaw until seven days after the declaration has ended.

Section 4. Enforcement

Enforcement of this article shall be the responsibility of the Town Manager or his/her designee. The Town Manager shall determine the inspection process to be followed, incorporating the process into other Town duties as appropriate.

Any establishment conducting sales in violation of this article shall be subject to a non-criminal disposition fine as specified in G. L. Chapter 40 § 21D. The following penalties apply:

- First violation: Written warning
- Second violation: \$150 fine
- Third and subsequent violations: \$300 fine

Each day a violation continues constitutes a separate violation, incurring additional fines.

Any such fines collected shall be payable to the Town of Mashpee.

All businesses will be routinely inspected until the Town Manager deems the inspection to no longer be required, or take any other action relating thereto.

Submitted by Petition

Explanation: Single-use plastic bottles impact environmental health, and the health and longevity of other species, who may ingest plastic as food. Ultimately, plastic re-enters the human food chain where the adverse consequences are both known and emerging. Plastics pollute and impact our environment across their lifecycle from production to use to disposal.

Over 1,500 single-use plastic water bottles are used and discarded in the U.S. per second. Elimination of the use of single-use plastic water bottles will have a significant impact on future plastic-based pollution including the nation's greenhouse gas footprint and is consistent with protection of the natural environment in Mashpee, Barnstable County, our nation and our earth, which we have a common responsibility to protect and steward, or take any other action relating thereto.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

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 XXXX 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 recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

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 feature 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 area (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 Petition

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

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

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 174-47.7.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

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 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.

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 2021 tax maps, the land within the Solar Energy Systems Overlay District that should be attached to this zoning map.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

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 recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article_

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 174-45.7as 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 give 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 recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

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 13th day of September in the year two thousand and twenty one.

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