

MILFORD SELECT BOARD: AGENDA
August 8, 2022 – 6:00 PM, ROOM 03, TOWN HALL

- A.) SIGNING OF WARRANT, APPROVAL of Minutes, July 11, 2022**
EXECUTIVE SESSION Minutes, July 11, 2022
- B.) INVITATION TO SPEAK**
Remote Public Hearing/Invitation to Speak access now requires advanced registration. Please register online here: <http://tiny.cc/0tztuz> Any member of the public may now register to access the zoom webinar as an attendee. Public attendees will be able to view the zoom LIVE and request to speak at the “Public Hearing/Invitation to Speak.”
- C.) PUBLIC HEARINGS**
1. Red Heat Tavern of Milford dba Red Heat Tavern, re: Amendment to Common Victualler All Alcoholic Beverages License-Change of LLC Managers, Change of Ownership Interest
- D.) SCHEDULED APPOINTMENTS**
1. Brazuka Corp dba Brazuka Market, re: Common Victualler License
2. Town Counsel, re: Comcast Contract
- E.) TOWN ADMINISTRATOR’S REPORT**
- F.) OLD BUSINESS**
- G.) NEW BUSINESS**
1. Milford Youth Football & Cheer, re: One Day Liquor License-Fundraiser
2. Town Administrator, re: Appointment- Maintenance Supervisor
3. Police Chief, re: Recommendation to reduce speed limit-Beach Street
4. Town Administrator, re: Award of Contract-Painting of Exterior of Senior Center
5. Downtown Revitalization Committee, re: Remand Amendment-Sign By-Law
- H.) CORRESPONDENCE**
- I.) EXECUTIVE SESSION**
1. Town Counsel, re: Collective Bargaining
2. Town Accountant, re: Contract

The listing of matters above are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

DEPARTMENT HEAD REVIEW FORM

- 1. Name of Business: **Red Heat Tavern of Milford, LLC d/b/a Red Heat Tavern**
- 2. Address: **124 Medway Rd, Unit 1**
Assessors ID#: **Map_43___ Block_0 Lot_95B Zone_IB___**
- 3. Has applied for: **Amendment to Common Victualler All Alcoholic Beverages License – Change of LLC Managers, Change of Ownership interest (LLC Members)**
- 4. Selectmen will take action on: **8/8/2022**
- 5. Abutters Notified: ___ Published: **7/25/2022**
- 6. Inquiry Sent To Dept. Heads on: **7/15/2022**
- 7. Please Respond By: **7/20/22**
- 8. License Approved: ___ Denied: ___ Tabled: ___ On ___

.....
Building Commissioner: (Zoning, Occupancy, Building/Handicap Access, Restroom Handicap Access, etc.) **IB Zone, allowable use, occupant load 238, building and restrooms are accessible**

Town Planner: (Site Plan/Special Permit; Other Requirements/Stipulations) **Ok-no change of actual use**

Tax Collector: (Outstanding Taxes) **No outstanding taxes**

Town Treasurer: (Outstanding Tax Liens) **None**

Fire Chief: (Information/Comment) **No Objections**

Police Chief: (Information/Comment) **No Issues**

Criminal Offense Record Info: (CORI) Approved Disapproved

Board of Health: (Information/comment) **No Violations**

Dept. Head Signature: _____ **Date:** _____

.....
Application Contact: Attorney John M. Mooradian

Phone: 787-595-3311 **e-mail:** jmooradian@demakislaw.com



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

CHANGE OF OFFICERS/DIRECTORS/LLC MANAGERS

DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Officers/Directors Application
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.
Business Structure Documents
If Sole Proprietor, **Business Certificate**
If partnership, **Partnership Agreement**
If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
Vote of the Entity Board
Monetary Transmittal Form
\$200 fee via [ABCC website](#) and Payment Receipt

CHANGE OF OWNERSHIP INTEREST (e.g. LLC Members, LLP Partners, Trustees etc.)

DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Officers/Directors Application
Financial Statement
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.
Business Structure Documents
If Sole Proprietor, **Business Certificate**
If partnership, **Partnership Agreement**
If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
Vote of the Entity Board
Purchase and Sale Agreement
Supporting Financial Records
Advertisement*
Monetary Transmittal Form
\$200 fee via [ABCC website](#) and Payment Receipt

CHANGE OF STOCK INTEREST (e.g. New Stockholders or Transfer or Issuance of Stock)

DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Officers/Directors Application
Financial Statement
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.
Business Structure Documents
If Sole Proprietor, **Business Certificate**
If partnership, **Partnership Agreement**
If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
Vote of the Entity Board
Purchase and Sale Agreement
Supporting Financial Records
Advertisement*
Monetary Transmittal Form
\$200 fee via [ABCC website](#) and Payment Receipt

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



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

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Red Heat Tavern of Milford, LLC	Milford	03968-RS-0706

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Red Heat Tavern of Milford, LLC is seeking approval of 1) Change of LLC Managers, and 2) Change of Ownership Interest (LLC Members). Burtons Grill Holdings, LLC has entered into a Membership Interest Purchase Agreement with Burtons Grill, LLC, whereby Burtons Grill Holdings, LLC will purchase all of the membership interest of Burtons Grill, LLC. The purchase price is \$50,000,000.00.

APPLICATION CONTACT

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

Name	Title	Email	Phone
John M. Mooradian	Attorney	jmooradian@demakislaw.com	781-595-3311

2. AMENDMENT-Change of License Classification

<input type="checkbox"/> Change of License Category	Last-Approved License Category	
All Alcohol, Wine and Malt, Wine Malt and Cordials	Requested New License Category	
<input type="checkbox"/> Change of License Class	Last-Approved License Class	
Seasonal or Annual	Requested New License Class	
<input type="checkbox"/> Change of License Type*	Last-Approved License Type	
i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Requested New License Type	

3. AMENDMENT-Change of Business Entity Information

<input type="checkbox"/> Change of Corporate Name	Last-Approved Corporate Name:	
	Requested New Corporate Name:	
<input type="checkbox"/> Change of DBA	Last-Approved DBA:	
	Requested New DBA:	
<input type="checkbox"/> Change of Corporate Structure	Last-Approved Corporate Structure	
LLC, Corporation, Sole Proprietor, etc	Requested New Corporate Structure	

4. AMENDMENT-Pledge Information

<input type="checkbox"/> Pledge of License	To whom is the pledge being made:	
<input type="checkbox"/> Pledge of Inventory		
<input type="checkbox"/> Pledge of Stock		

5. AMENDMENT-Change of Manager

Change of License Manager

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises Last-Approved License Manager

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

Change of Officers/Directors **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)** **Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)**

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

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

Name of Principal: **Anthony Ackil** Residential Address: _____ SSN: _____ DOB: _____

Title and or Position: **LLC Manager** Percentage of Ownership: **0%** Director/ LLC Manager: Yes No US Citizen: Yes No MA Resident: Yes No

Name of Principal: **Mitchell Kahn** Residential Address: _____ SSN: _____ DOB: _____

Title and or Position: **LLC Manager** Percentage of Ownership: **0%** Director/ LLC Manager: Yes No US Citizen: Yes No MA Resident: Yes No

Name of Principal: **Burtens Grill, LLC** Residential Address: _____ SSN: _____ DOB: _____

Title and or Position: **LLC Member** Percentage of Ownership: **100%** Director/ LLC Manager: Yes No US Citizen: Yes No MA Resident: Yes No

Name of Principal: **Kevin Harron** Residential Address: _____ SSN: _____ DOB: _____

Title and or Position: **LLC Manager** Percentage of Ownership: **0%** Director/ LLC Manager: Yes No US Citizen: Yes No MA Resident: Yes No

Name of Principal: **John Doyle** Residential Address: _____ SSN: _____ DOB: _____

Title and or Position: **LLC Manager** Percentage of Ownership: **0%** Director/ LLC Manager: Yes No US Citizen: Yes No MA Resident: Yes No

Name of Principal: **Denise Herrera** Residential Address: _____ SSN: _____ DOB: _____

Title and or Position: **LLC Manager** Percentage of Ownership: **0%** Director/ LLC Manager: Yes No US Citizen: Yes No MA Resident: Yes No

Additional pages attached? Yes No

CRIMINAL HISTORY
 Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

MANAGEMENT AGREEMENT
 Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. Yes No

ADDENDUM A

6. Change of Officers, Stock or Ownership Interest (Continued...)

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

Entity Name

Burtos Grill, LLC

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

100%

Name of Principal	Residential Address	SSN	DOB
Burtos Grill Holdings, LLC			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Member	100%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Anthony Ackil			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Mitchell Kahn			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Kevin Harron			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
John Doyle			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Denise Herrera			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

Yes No

ADDENDUM A

6. Change of Officers, Stock or Ownership Interest (Continued...)

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

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)
<input type="text" value="Burtons Grill Holdings, LLC"/>	<input type="text" value="0%"/>

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Burtons SL Capital, LLC"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="LLC Member"/>	<input type="text" value="10%"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Private Debt Investors Feeder, LLC"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="LLC Member"/>	<input type="text" value="90%"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

Yes No

ADDENDUM A

6. Change of Officers, Stock or Ownership Interest (Continued...)

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

Entity Name

Burtons SL Capital, LLC

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

0%

Name of Principal

Anthony Ackil

Residential Address

SSN

DOB

Title and or Position

LLC Member

Percentage of Ownership

50%

Director/ LLC Manager US Citizen

Yes No

Yes No

MA Resident

Yes No

Name of Principal

Mitchell Kahn

Residential Address

SSN

DOB

Title and or Position

LLC Member

Percentage of Ownership

50%

Director/ LLC Manager US Citizen

Yes No

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

Yes No

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

Yes No

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

Yes No

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

Yes No

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

Yes No

Yes No

MA Resident

Yes No

CRIMINAL HISTORY

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

Yes No

AMENDMENT-Change of Officers, Stock or Ownership Interest

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

Name of Principal	Title/Position	Percentage of Ownership
Burtens Grill, LLC	LLC Member	100%
Name of Principal	Title/Position	Percentage of Ownership
Kevin Harron	LLC Manager	0%
Name of Principal	Title/Position	Percentage of Ownership
Denise Herrera	LLC Manager	0%
Name of Principal	Title/Position	Percentage of Ownership
John Doyle	LLC Manager	0%
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See Attached Spreadsheet			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Kevin Harron	Section 12	Evviva Cucina of Marlborough, LLC	Marlborough
Kevin Harron	Section 12	Evviva Cucina, LLC	Westford

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
11/2014	Burtens Grill of Burlington, LLC	Burlington	Sale to minor
5/2022	Burtens Grill of Lynnfield, LLC	Lynnfield	Sale to intoxicated person

7. AMENDMENT-Change of Premises Information

Alteration of Premises: (must fill out attached financial information form)

7A. ALTERATION OF PREMISES

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

PROPOSED DESCRIPTION OF PREMISES

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

Total Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

Change of Location: (must fill out attached financial information form)

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

DESCRIPTION OF PREMISES

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

Total Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

OCCUPANCY OF PREMISES

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

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

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

Yes No

8. FINANCIAL DISCLOSURE

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

The Membership Interest purchase price is \$50,000,000.00

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Private Debt Investors Feeder, LLC	\$49,500,000.00
Burtons SL Capital, LLC	\$500,000.00
Total:	\$50,000,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

The Membership Interest purchase price is \$50,000,000.00. Private Debt Investors Feeder, LLC is contributing \$49,500,000.00 via funds held in corporate accounts. Burtons SL Capital, LLC is contributing \$500,000 via funds held in corporate accounts. Mitchell Kahn and Anthony Ackil each contributed \$250,000 of personal funds to Burtons SL Capital, LLC.

APPLICANT'S STATEMENT

I, Anthony Ackil the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Red Heat Tavern of Milford, LLC
Name of the Entity/Corporation

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

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

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

Signature:



Date:

06/22/22

Title:

LLC Manager

D-1
8-8-22

DEPARTMENT HEAD REVIEW FORM

1. Name of Business: **BRAZUKA CORP DBA BRAZUKA MARKET**
2. Address: **13 Jefferson Street**
Assessors ID#: **Map** 48 **Block** 0 **Lot** 437 **Zone** _____
3. Has applied for: **COMMON VICTUALLER LICENSE**
4. Selectmen will take action on: **Monday August 8, 2022**
5. Hearing Continued/Postponed/MGL Deadline: _____
6. Abutters Notified: N/A Published: N/A
7. Inquiry Sent To Dept. Heads on:
8. Please Respond By: _____
9. License Approved: _____ Denied: _____ Tabled: _____ On _____

.....
Building Commissioner: (Zoning, Occupancy, Building/Handicap Access, Restroom Handicap Access, etc.) **RA Zone, allowable use, building not accessible, restrooms not accessible**

Town Planner: (Site Plan/Special Permit; Other Requirements/Stipulations)
Ok- no change of actual use

Tax Collector: (Outstanding Taxes) **No outstanding taxes**

Town Treasurer: (Outstanding Tax Liens) **None**

Fire Chief: (Information/Comment) **No objections**

Police Chief: (Information/Comment) **No issues**

Criminal Offense Record Info: (CORI) Approved Disapproved

Board of Health: (Information/comment) **Board of Health will need to do a final inspection after installation of hand sink in scooping area**

Dept. Head Signature: _____ **Date:** _____

.....
Contact Name/Manager: *Valdir Silva Aragoso* **D.O.B.** **SS #**

Phone: 774-244-1818 **e-mail:** *valdir@aragoso.com*



MILFORD SELECT BOARD

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679

508-634-2303

Fax 508-634-2324

www.milfordma.gov

LICENSE APPLICATION

(CHECK ONE)

- APPLICATION FOR A **NEW LICENSE**
 TRANSFER OF AN **EXISTING LICENSE**
 AMENDMENT TO EXISTING LICENSE (Change of operating days/hours, change of location, etc.) *describe on reverse*

- | | |
|---|---|
| 1. <input type="checkbox"/> AUCTIONEER | 11. <input type="checkbox"/> LIVE ENTERTAINMENT (<i>describe on reverse</i>) |
| 2. <input type="checkbox"/> BOARDING HOUSE | 12. <input type="checkbox"/> AUTOMATIC AMUSEMENT
(Coin-Operated Games) |
| 3. <input type="checkbox"/> BOWLING ALLEY(S) | 13. <input type="checkbox"/> TRANSIENT VENDORS |
| 4. <input checked="" type="checkbox"/> COMMON VICTUALLER | 14. <input type="checkbox"/> CARNIVAL/CIRCUS
Location: _____ |
| 5. <input type="checkbox"/> FORTUNE TELLER | 15. <input type="checkbox"/> CHRISTMAS TREE SALES |
| 6. <input type="checkbox"/> HAWKERS/PEDDLERS | \$ <input type="checkbox"/> VALUE OF GOODS |
| 7. <input type="checkbox"/> INNHOLDERS | 16. <input type="checkbox"/> CLASS I (NEW CARS) |
| 8. <input type="checkbox"/> POOL TABLES | <input type="checkbox"/> CLASS II (USED CARS) |
| 9. <input type="checkbox"/> 2 ND HAND/ANTIQUA DEALER | <input type="checkbox"/> CLASS III (JUNK CARS) - Public Hearing Required
(Describe on Reverse) |
| 10. <input type="checkbox"/> PAWNBROKER | 17. <input type="checkbox"/> WORKERS COMPENSATION IF NEEDED |

SEE ADDITIONAL INFORMATION REQUIRED BELOW

BUSINESS NAME: BRAZUKA CORP DBA BRAZUKA MARKET

BUSINESS ADDRESS: 13 JEFFERSON ST. MILFORD, MA 01757

DAYS/HOURS OF OPERATION MONDAY TO SUNDAY, FROM 6AM TO 10PM.
(Some Sunday licenses may require approval of State DPS)

I/We, the undersigned, apply for this license in accordance with the provisions of all Statutes relating thereto. I/We further certify, under penalties of perjury, that, to the best of my/our knowledge and belief, I/We have filed all state tax returns and paid all state taxes required under law.

NAME OF APPLICANT: VALDIR SILVA ARAGOSO

MAILING ADDRESS: _____

EMAIL ADDRESS: valdir@aragoso.com

APPLICANT'S DATE OF BIRTH: _____

_____ and _____
Social Security No. (Mandatory) Federal Identification No. (Mandatory)

APPLICANT'S SIGNATURE: Valdir Silva Aragoso **DATE:** 07/21/2022
(Individual or Corporate Officer)

VALDIR SILVA ARAGOSO (774) 244-1818
Type or print name on this line Daytime Telephone Number

IMPORTANT: Read this section carefully. Provide required information on reverse side. *Additional Information Required:*
License # Above

- 1 Provide copy of State and/or County Auctioneer's License
- 3, 8, 12 Indicate number of alleys, pool tables and number and types of coin-operated games
- 6, 9, 10, 13 Request Town By Laws, which states applicant's responsibility
- 6, 13 Describe in detail: type, quantity, and cost (to you) of goods to be offered for sale
- 11 Describe in detail: type of live entertainment to be licensed
- 14 Applicant must request and agree to abide by established policy

CONTINUE APPLICATION PROCESS ON REVERSE SIDE OF THIS FORM

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF MILFORD,
MASSACHUSETTS

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MILFORD RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast Cable Communications Management, LLC, (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Milford, Massachusetts (hereinafter the "Town"), said license having commenced on August 23, 2012;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated October 28, 2019 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated April 20, 2022;

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

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

WHEREAS, the Town's Select Board, 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 Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), 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, for 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 Division – shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A) or its successor

(e) 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.

(f) Cable System or System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Milford, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated 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.

(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 23, 2022.

(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 Milford and or any other governmental subdivision, such as an 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 derived 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 Select Board of the Town of Milford, Massachusetts, or the lawful designee thereof.

(m) Licensee – shall mean Comcast Cable Communications 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 Milford and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(o) 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.

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

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

(r) 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.

(s) Public, Educational and Governmental 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.

(t) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Milford 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.

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

(v) 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 Milford, 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 Milford 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.

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

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

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

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

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

(ab) Town – shall mean the Town of Milford, Massachusetts.

(ac) 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.

(ad) 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, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast Cable Communications 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 of Milford. 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 Cable Division in force and effect during the period for which this Renewal License is granted.

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

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE M.G.L. c. 166A §3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on August 23, 2022, following the expiration of the current license, and shall expire at midnight on August 22, 2032.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L. c. 166 §22-25]

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 [SEE M.G.L. c. 166A §13]

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

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such modified or additional terms as Licensee and the Issuing Authority may then 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. Any conflict between this License and any Issuing Authority ordinance or regulation that is not generally applicable, shall be resolved by a Court of appropriate jurisdiction. 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 - NON-EXCLUSIVITY OF LICENSE

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

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

(i) In the event that the Licensee believes that any additional cable television license(s) or other authorizations for similar wireline video service have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License or allowed by the Town without authorization, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) or other authorizations for similar wireline video service have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License or allowed by the Town without authorization, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

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

(d) In the event an application for a new cable television license 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 the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

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

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE M.G.L. c. 166A §3(a)]

(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 providing however, that any request for plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Licensee shall make service available to multiple dwelling units (MDU) upon request and where economically feasible and providing 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 fifty feet (150') 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.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred fifty feet (150 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.

(c) 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 – CABLE DROPS

Licensee shall continue to provide, at no cost to the Town or the Access Corporation, a standard drop and outlet at each of the buildings listed in Exhibit C. Upon written request of the Issuing Authority, Licensee shall install at no cost one standard drop and outlet at any other Town-occupied building. Licensee shall not be responsible for any internal wiring.

SECTION 3.4 - 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 box.

SECTION 3.5---EMERGENCY ALERT OVERRIDE CAPACITY

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

*Renewal Cable Television License for the Town of Milford, MA
Term: August 23, 2022 – August 22, 2032 (10 yrs)*

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE [SEE M.G.L. c. 166A §5]

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

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

SECTION 4.2 - REPAIRS AND RESTORATION [SEE M.G.L. c. 166A §5(g)]

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 entitled to reimbursement of such relocation costs 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 that funds are not made available for reimbursement, 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 [SEE M.G.L. c. 166A §5(a)]

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 [SEE M.G.L. c. 166 §39]

(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 seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 - DIG SAFE [SEE M.G.L. c. 82 §40]

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

SECTION 4.8 - DISCONNECTION AND RELOCATION [SEE M.G.L. c. 166 §39]

(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) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

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) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Licensee, any Cable Service, program or signal transmitted over the Cable System by Licensee.

**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 as set forth in **Exhibit A**. 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.

SECTION 5.3 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.4 – REMOTE CONTROLS

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

SECTION 5.5 – 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.

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 below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. 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 or portion of a 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 designate two (2) channels for a 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 other PEG Access User elects not to fully program its 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, the Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 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 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 Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from an origination location listed in **Exhibit B** 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) The Licensee shall continue to provide, maintain, operate, repair, and if necessary, replace the current video return lines from the PEG Access origination locations listed in Exhibit B ("PEG Access Origination Locations") to the PEG Access video return hub. If the PEG Access studio of the PEG Access Designee is relocated from its current location at 130-140 South Main Street to another location in Milford, the Licensee shall, if requested by the Issuing Authority, connect said new PEG Access studio to the PEG Access video return hub on a Licensee-provided fiber-based video return line

("New Video Return Connection") so that all PEG Access Programming originating from a PEG Access Origination Location listed in Exhibit B can be transmitted to the new PEG Access studio from which said PEG Access Programming can then be transmitted back to the Licensee's Headend or hub-site as provided in Section 6.3(a) above for retransmission in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel. The Licensee shall provide the Issuing Authority with a written estimate of the projected cost to construct the New Video Return Connection and associated equipment to the PEG Access video return hub, and shall, in good faith, discuss the specifics of such estimate and less costly alternatives, if any, with the Issuing Authority and/or its representatives. In the event the Issuing Authority chooses to have the Licensee construct such New Video Return Connection, the costs for said construction shall be the responsibility of the Issuing Authority or its PEG Access Designee, as determined by the Issuing Authority. The Licensee shall complete construction and operational deployment of the New Video Return Connection no later than eighteen (18) months from the date of the Issuing Authority's written notification of its request for such construction to the Licensee, subject to the force majeure terms and conditions set out in Section 10.2 below. The Licensee shall own, maintain, repair and, if necessary, replace said New Video Return Connection. 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 B** 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's or PEG Access provider's equipment shall be at the output of the Town's and/or the PEG Access provider's modulator(s) or equivalent device at any of the origination locations in **Exhibit_B**.

(d) Subject to payment by the Issuing Authority as set out herein, the Licensee shall, within twenty-four (24) months of the Effective Date of this License, purchase, install and operate standard definition serial digital interface (SD/SDI) equipment for each of the SD PEG Access Channels and high-

definition interface equipment for one (1) HD PEG Access Channel for PEG Access video return from the PEG Access Origination Locations and PEG Access studio. Prior to the installation of said equipment, the Licensee shall provide the City with a detailed itemized invoice for the cost of the project, however in no event shall the Town's portion of said cost exceed Twenty Thousand Dollars (\$20,000). The Licensee shall own, maintain, repair and, if necessary, replace said equipment for the term of this Renewal License.

SECTION 6.4 – PEG ACCESS SUPPORT

(a) Licensee shall provide a Franchise Fee to the Issuing Authority equal to five percent (5%) of its Gross Annual Revenues, less applicable License Fees and assessments pursuant to M.G.L. c. 1666A, §9. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming operations, equipment and/or facilities. Said four percent (5%) Franchise Fee shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on February 15, 2022 for the period of October 1, 2022 through December 30, 2022. Quarterly thereafter, Licensee shall provide payments each May 15, August 15, November 15, and February 15 based on revenues from the previous calendar quarter.

(b) The Licensee shall provide capital funding to the Issuing Authority or its Access Designee for capital costs for public, educational or governmental (PEG) access facilities (the "PEG Access Capital Funding") in the total amount of Three Hundred and Ninety Thousand Dollars (\$390,000), payable on or before the below referenced dates and amounts, as follows:

December 1, 2022	\$39,000
December 1, 2023	\$39,000
December 1, 2024	\$39,000
December 1, 2025	\$39,000
December 1, 2026	\$39,000
December 1, 2027	\$39,000
December 1, 2028	\$39,000
December 1, 2029	\$39,000
December 1, 2030	\$39,000
December 1, 2031	\$39,000

(c) In the event that payments required to be made by the Licensee pursuant to this Section 6.4 are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 6.5 - 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 6.6 – 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 6.7 - 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) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES [SEE M.G.L. c. 166A §10]

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Cable Division 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 Cable Division shall be notified by Licensee on forms to be prescribed by the Cable Division 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. The Licensee shall comply with, and adhere to, the following Subscriber privacy protections:

- + Protection of Subscriber privacy;
- + Privacy written notice;
- + Monitoring;
- + Distribution of Subscriber information;
- + Information with respect to viewing habits and subscription decisions;
- + Subscriber's right to inspect and verify information; and
- + Privacy standards review;

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) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. 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.

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 Fifty Thousand Dollars (\$50,000) 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 6.4); (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 - REPORTS

(a) Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.7 - 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 Cable Division 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 Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;
- (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.
- (g) add old c paragraph here

SECTION 9.8 - 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 9.9 - TRANSFER OR ASSIGNMENT

In accordance with applicable 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 Cable Division. 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. Under 207 CMR 4.00, an “affiliated company” is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - 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 its Cable System, or to relocate the Cable System, or to sell the 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 9.11 - INCORPORATION BY REFERENCE

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

SECTION 9.12 - 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, epidemics; 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.

Town of Milford
Attn: Select Board
52 Main Street
Milford, MA 01757

(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 - WARRANTIES

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

- (a) Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against Licensee in accordance with the provisions herein;
and
- (d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

SECTION 10.7 - 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

_____ 2022.

TOWN OF MILFORD, MA

By:

Chairman, Select Board

Select Board

Select Board

Select Board

Select Board

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

By:

Anthony M. Bowling, Sr. Vice President
Greater Boston Region

EXHIBIT A

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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

**EXHIBIT B
VIDEO ORIGINATION LOCATIONS**

Milford High School	31 West Fountain Street
Town Hall	52 Main Street
PEG Access Studio	138 South Main Street

EXHIBIT C

CABLE DROPS

Middle School East

Evergreen School

Stacy Middle School

Memorial School

Brookside School

MLF Catholic School

Woodland School

Milford High School

Milford Library

Milford Youth Center

Town Hall

Milford Highway Dept.

Milford Police

Milford Fire

Memorial Hall

Senior Center

Central Fire Station

PEG Access Studio

45 Main Street

5 Winter Street

66 School Street

12 Walnut Street

110 Congress Street

11 East Main Street

6 North Vine Street

31 West Fountain Street

80 Spruce Street

24 Pearl Street

52 Main Street

30 Front Street

250 Main Street

21 Birch Street

Corner of Spruce & School Streets

60 North Bow Street

1 Spruce Street

138-140 South Main Street

E-1
8-8-22

MILFORD BOARD OF SELECTMEN

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679
508-634-2303 Fax 508-634-2324
www.milfordma.gov

APPLICATION FOR A ONE DAY LIQUOR LICENSE PER MGL, C138, S14

APPLICANT/HOST INFORMATION:

Name or Organization: Milford High School Youth football + cheer
Type of Organization (Individual/Non-Profit Corp./For-Profit Corp.) Non profit
Organization Address: _____

DETAILS OF EVENT:

Type of Event (i.e. banquet/fundraiser/party) Corn Hole Tourn. fundraiser
Where will it be held Italian Vets, 4 Hayward Field, Milford
Who owns the premises ITAM Contact Day Time# 508-243-5357
Date(s) of Event 9/17/22 Rain Date: 9/18/22
Hours of Event 12:30 - 8:00
Expected # of people 75 Admission Charge _____

Type of License: All Alcohol (*Non-Profits Only*) \$100 or Beer & Wine Only \$100 _____

Alcohol will be sold or given away (check one) Sold Given Away _____

Is the event open to the general public (check one) Yes No _____

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Milford.

Applicant Signature: Krista Lovezzola

Applicant Cell Phone #: 508-243-5357

Applicant Email Address: lovezzok@gmail.com

Town Official Signature of Approval (if applicable) _____
(If using a Town Facility)

E-3
8-8-22



MILFORD POLICE DEPARTMENT

James F. Falvey
Chief of Police

250 Main Street * Milford, MA 01757 * Tel. (508) 473-1113 * Fax (508) 473-5087

TO: Richard Villani, Esq., Town Administrator
FROM: James F. Falvey, Chief of Police
DATE: July 28, 2022
RE: Recommendation to reduce speed limit

Dear Mr. Villani,

In response to speeding complaints on Beach Street, I directed Deputy Chief Robert Tusino to investigate and report any recommendations to reduce noise from passing motor vehicles. Deputy Chief Tusino has recommended to request lowering the speed limit on Beach Street from 30 MPH to 25 MPH.

I agree with his recommendation and I ask the Select Board to consider approving this request which may help the ongoing problem.

I have included my officer's reports in the attachment.

Sincerely,

James F. Falvey
Chief of Police
Town of Milford



MILFORD POLICE DEPARTMENT

DEPUTY CHIEF OF PATROL

*250 Main Street * Milford, MA 01757 * Tel. (508) 473-1113 * Fax (508) 634-2346*

To: Chief J Falvey
From: Deputy Chief R. Tusino
Re: Beach St Traffic
Date: 07/26/22

Chief J Falvey,

As directed I have reviewed the traffic complaints on Beach St and report the following observations. While vehicles travelling on Beach St appear to be exceeding the posted speed limit of 30 MPH the average speed during my observations were within acceptable limits. An issue that causes concern for many residents in the area are the commercial vehicles travelling on Beach St. The noise an empty heavy duty tractor/truck produces can be concerning and annoying, even at the proper speed.

In an effort to remedy this ongoing issue I recommend the posted speed limit be lowered to 25MPH. It is my position that if the speed was lowered to 25MPH the noise produced by the commercial vehicles would be diminished to an acceptable level. Also, a posted speed of 25MPH is better suited for such a congested neighborhood.

My best,
D/C. R Tusino

E-4
8-8-22

CONTRACT AWARD

TOWN OF MILFORD

INVITATION TO BID

DESCRIPTION – PAINTING OF EXTERIOR OF SENIOR CENTER

AWARDING AUTHORITY – SELECT BOARD

DATE – AUGUST 8, 2022

BIDDER NAME/ADDRESS	QUOTE AMOUNT
1. FOX PAINTING COMPANY, INC. 23 Park Street, Arlington, MA 02474	\$50,000.00
2. HOMER CONTRACTING, INC. 195 Broadway, Arlington, MA 02474	\$ 89,700.00
3. NEW GENERATION PAINTING, INC. 1R Newbury Street, Suite 110, Peabody, MA 01960	\$126,000.00
4. W.J. SKOURAS & CO., INC. 13 Mason Street, Peabody, MA 01960	\$ 80,000.00

Contract Award - After reviewing all four (4) proposals the decision was made to award the Contract to FOX PAINTING COMPANY, INC., as the most responsible vendor, based upon their quote.

15-5
8-8-22

Richard Villani

From: paga1948@aol.com
Sent: Tuesday, August 2, 2022 3:58 PM
To: Tom O'loughlin; Paul Mazzuchelli; mkws581@msn.com; mkws581@msn.com
Cc: Richard Villani; Larry Dunkin
Subject: Fw: amendment
Attachments: Article - window signs rev 8-2022.doc

CAUTION: This email originated from outside the **Town of Milford**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear select Board members,
Can you please place this amendment to the sign bylaw on the warrant and have it be remanded to the planning board for the required public meeting? This has been worked on by Larry Dunkin and the Downtown Revitalization Committee.

Thank you,
Ronnie Pagnini

----- Forwarded Message -----

From: Larry Dunkin <ldunkin@townofmilford.com>
To: Laura Mann <mlremann@comcast.net>; Ronald Pagnini <paga1948@aol.com>
Cc: Richard Villani <rvillani@townofmilford.com>
Sent: Tuesday, August 2, 2022, 02:22:00 PM EDT
Subject: amendment

The next select board meeting is next Monday 8-8-22. Rick needs agenda item materials for that meeting as early tomorrow (8-3-22) as possible. I think the board will also be announcing at that meeting which day during that week the warrant will formally be opening. So, if this latest draft looks ok, submit it to the select board with a letter requesting it be placed on the warrant and that it be remanded to the planning board for the required public hearing. This will give me just enough time to get the legal add in and published so the planning board can hold their public hearing before the 10-24-22 special town meeting.

thanks,

Larry

Larry L. Dunkin
Town Planner
Planning and Engineering
Town of Milford
52 Main Street (Room 5)
Milford, MA 01757
508.634.2317
508.473.2394 (fax)
www.milfordma.gov
ldunkin@townofmilford.com

PROPOSED ZONING AMENDMENT

ARTICLE ____: To see if the Town will vote to amend Section 3.9 Signs of the Zoning Bylaw relating to signs inside of buildings as follows:

BY DELETING in Section 3.9.3 Definitions the words “that are visible beyond five feet from the exterior of the window” from the definition of Window Sign.

AND BY REPLACING in Sub-Section 3.9.5.2.2 the words “not visible beyond five feet from the exterior of the window” with the words “provided such signage is professionally lettered and does not exceed 35% of the window to which it is affixed”.

Or take any other action relating thereto.

(_____)