

MILFORD SELECT BOARD: AGENDA
August 22, 2022 – 6:00 PM, ROOM 03, TOWN HALL

- A.) SIGNING OF WARRANT, APPROVAL of Minutes, August 8, 2022
EXECUTIVE SESSION Minutes, August 08, 2022, and August 08, 2022 at 5:00PM**
- B.) INVITATION TO SPEAK**
Remote Public Hearing/Invitation to Speak access now requires advanced registration. Please register online here: <http://tiny.cc/s0yvuz> 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. 6:00 PM Comcast License Renewal
- D.) SCHEDULED APPOINTMENTS**
1. Geara Enterprises, Inc. dba Milford Good Year, re: Class II License
2. Water Department Manager, re: Capital Projects
3. Neighborhood Task Force Discussion
- E.) TOWN ADMINISTRATOR’S REPORT**
- F.) OLD BUSINESS**
- G.) NEW BUSINESS**
1. Police Chief, re: Request to Dispose Surplus vehicles/trailers
2. Lucas Denomme Legacy Foundation, re: Permit to Obstruct
3. Town Administrator, re: Town Meeting Date
4. Town Administrator, re: Appointment of Town Engineer
5. Milford Cultural Council, re: Zoning Amendment-Remand Planning Board
6. Harold Rhodes, re: Zoning Amendment-Remand Planning Board
7. Bob Sweeny Bike Run-Fundraiser- One-Day Liquor License
- H.) CORRESPONDENCE**
- I.) EXECUTIVE SESSION**

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.

C-1
8-22-22

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 three (3) 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) For repeated violations, as determined by the Cable Division, of the commitments of the License as set forth in M.G.L. c. 166A, §5(j).

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

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 ORINATION 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

D-1
8-22-22

DEPARTMENT HEAD REVIEW FORM

- 1. Name of Business: **GEARA ENTERPRISES, INC.
DBA MILFORD GOOD YEAR**
- 2. Address: **232 West Street**
Assessors ID#: **Map 39 Block 0 Lot 60A Zone CC**
- 3. Has applied for: **CLASS II LICENSE**
- 4. Selectmen will take action on: **8/22/22**
- 5. Abutters Notified: **N/A** Published: **N/A**
- 6. Inquiry Sent To Dept. Heads on:
- 7. Please Respond By: **_____**
- 8. License Approved: **_____** Denied: **_____** Tabled: **_____** On **_____**

.....
Building Commissioner: (Zoning, Occupancy, Building/Handicap Access, Restroom Handicap Access, etc.) **CC Zone, allowable use, Building is Accessible, no public restrooms**

Town Planner: (Site Plan/Special Permit; Other Requirements/Stipulations) **Ok-no change of actual use-Special Permit and Site Plan approval conditions still apply-See attached**

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:** _____

.....
Contact Name/Manager: *Riad (Ray) Geara* **D.O.B.**
SS #
Phone: 508-254-9118 **e-mail:** jjcrg@hotmail.com



MILFORD BOARD OF SELECTMEN
 Room 11, Town Hall, 52 Main Street (Route 16), Milford, MA 01757
 508-634-2303 Fax 508-634-2324

SUPPLEMENTAL APPLICATION
 LICENSE TO SELL MOTOR VEHICLES
 ANNUAL FEE \$200.00 (Jan.-Dec.)

Date: 8.4.2022

Business Owner Name: BRAD GEABA

Address: 232 WEST ST MILFORD MASS

Name of Business: GEABA ENT INC DBA MILFORD GOODYEAR Attach copy of Business Certificate

Business Location: 232 WEST ST Telephone: 508 422 9711

Corporation Name: GEABA ENT Attach Articles of Incorporation

Address: 232 WEST ST FID # _____

Manager Name & Address: BRAD GEABA 232 WEST ST

Manager Telephone: 508 254 9118

Anticipated number of vehicles to be stored at any one time: 25

Proposed Days & Hours of operation: 8-5

Do you plan to sell by auction in addition to retail? Yes No

Applicant Signature: [Signature]

Be sure that the following documents are attached:

- Form 53 – Application for a License to Buy, Sell, Exchange or Assemble Second Hand MV
- Business Certificate (Issued by Town Clerk’s Office) or Articles of Incorporation
- Certificate of Compliance with State Laws, completed and signed
- Workers’ Compensation Insurance Affidavit, completed and signed
- Plot/Site Plan of property

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR ASSEMBLE SECOND HAND MOTOR VEHICLES OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? READ GEARBA

Business address of concern. No. 232 WEST ST St., MILFORD MASS 01757 City - Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? CORPORATION

3. If an individual, state full name and residential address. 232 WEST ST MILFORD MASS 01757

4. If a co-partnership, state full names and residential addresses of the persons composing it. READ GEARBA 232 WEST ST MILFORD MA 01757

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President

Secretary

Treasurer

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES

If so, is your principal business the sale of new motor vehicles? NO

Is your principal business the buying and selling of second hand motor vehicles? YES

Is your principal business that of a motor vehicle junk dealer? NO

**TOWN OF MILFORD, MASSACHUSETTS
ZONING BOARD OF APPEALS**

**TOWN HALL
52 MAIN STREET
MILFORD, MASSACHUSETTS 01757**

**1500 124 2302
DECISION**

This is the application of Geara Realty Inc. of 232 West Street, Milford for Special Permit relief in relation to the parcel of land located on the southerly side of West Street, known and numbered as 232 West Street. The Special Permit relief is sought pursuant to Sections 2.1, 2.3 and/or 3.1.3 of the zoning by-law in relation to the 33,662 square foot premises located in the Commercial C (CC) zoning district. The relief is sought to permit the construction and utilization of a 1,030 square foot, more or less, addition to the existing building for the purposes of performing State auto inspections.

Upon receipt of the above petition a public hearing was scheduled for Thursday, February 12, 2015 at 7:25 P.M. in Room 3 of the Town Hall, 52 Main Street, Milford. Notice of the time, place and subject matter of the petition were given as required by law.

The matter came on for hearing at the time and place set forth above. Present were Chairman David R. Consigli, members David Pyne, Joseph Evans, John Dagnese, and Attorney Brian Falk. The petitioner was represented by Attorney John Fernandes who presented evidence in favor of the petition.

At the close of the evidence the Board voted unanimously to take the matter under advisement. Later that evening, after further considering the evidence, the Board voted unanimously to grant the relief requested based upon the findings and subject to the conditions, set forth below:

1. The subject property is a long, narrow parcel of land located on the southerly side of West Street between the West Street line and the line with the Town of Hopedale. The property consists of 33,632 square feet and, for a number of years, has had upon it a one-story metal building which has been utilized for automotive related purposes.
2. The petitioner proposes to construct a 1,030 square foot, one-story concrete block addition on the southerly side of the existing building and to utilize that new portion of the structure for automotive related purposes including the performing of State auto inspections.
3. The primary use of the proposed addition will be for inspection stations while the outdoor sales display area will now be located to the far southerly paved area of the parking lot. This would ensure that parking spaces near the building are available for required off-street parking for customers and employees.
4. With the conditions below the Board found that the requested relief can be granted in accordance with the findings required to be made under Section 1.10 of the zoning by-law. Specifically the Board finds that the use for which the relief is sought is in harmony with the general purposes and intent of the by-law and, with the conditions below, will not cause undue traffic congestion or unduly impair pedestrian safety. Further, the Special Permit will conform to the general and specific provisions of the by-law which are applicable and will not create any harm to the neighborhood or create any nuisance or hazard affecting the health, safety or general welfare of the citizens of Milford.

Page Two
Decision
Geara Realty Inc.

Having made the above findings the Board voted unanimously to grant the relief requested subject to the condition that, as shown on the site plan submitted with the application and signed and dated February 12, 2015 by the chairman, the parking areas shown to the southerly side and designated "Display Area Only" are where motor vehicles for sale shall be stored and displayed and the parking spaces designated on the aforesaid plan to the front of the existing and proposed building, as shown on said plan, shall be reserved for customer parking only.

MILFORD ZONING BOARD OF APPEALS



David R. Consigli, Chairman

February 18, 2015

ATTEST: WORC. Anthony J. Vigliotti, Register

TOWN OF MILFORD, MASSACHUSETTS
ZONING BOARD OF APPEALS

TOWN HALL

52 MAIN STREET

MILFORD, MASSACHUSETTS 01757



Bk: 53537 Pg: 378
Page: 1 of 3 03/31/2015 03:09 PM WD

(508) 634-2302

CERTIFICATE

IT IS HEREBY CERTIFIED that the enclosed decision is a true copy by photographic process of the Decision of the Zoning Board of Appeals of the Town of Milford, dated February 18, 2015, granting the petition of Geara Realty Inc., 232 West Street, Milford, MA

a Special Permit in order to permit the construction and utilization of a 1,030 square foot, more or less, addition to the existing building located at 232 West Street in Milford for the purpose of performing State auto inspections.

DESCRIPTION OF PARCEL – A 33,632 square foot parcel of land located on the southerly side of West Street between the West Street line and the line with the Town of Hopedale, known and numbered as 232 West Street, Milford.

OWNER/S – Ice House Property LLC, 5 Woodridge Road, Milford, MA 01757.

TITLE – Worcester District Registry of Deeds, Book 50675, Page 68.

It is hereby further certified that copies of the enclosed decision and any plans referred to therein were filed on February 18, 2015 with the Town Clerk. Notice thereof has been mailed to all abutters and interested persons and copies thereof have been available for public inspection at the Office of the Town Clerk, 52 Main Street, Milford, MA 01757.

Date: March 11, 2015

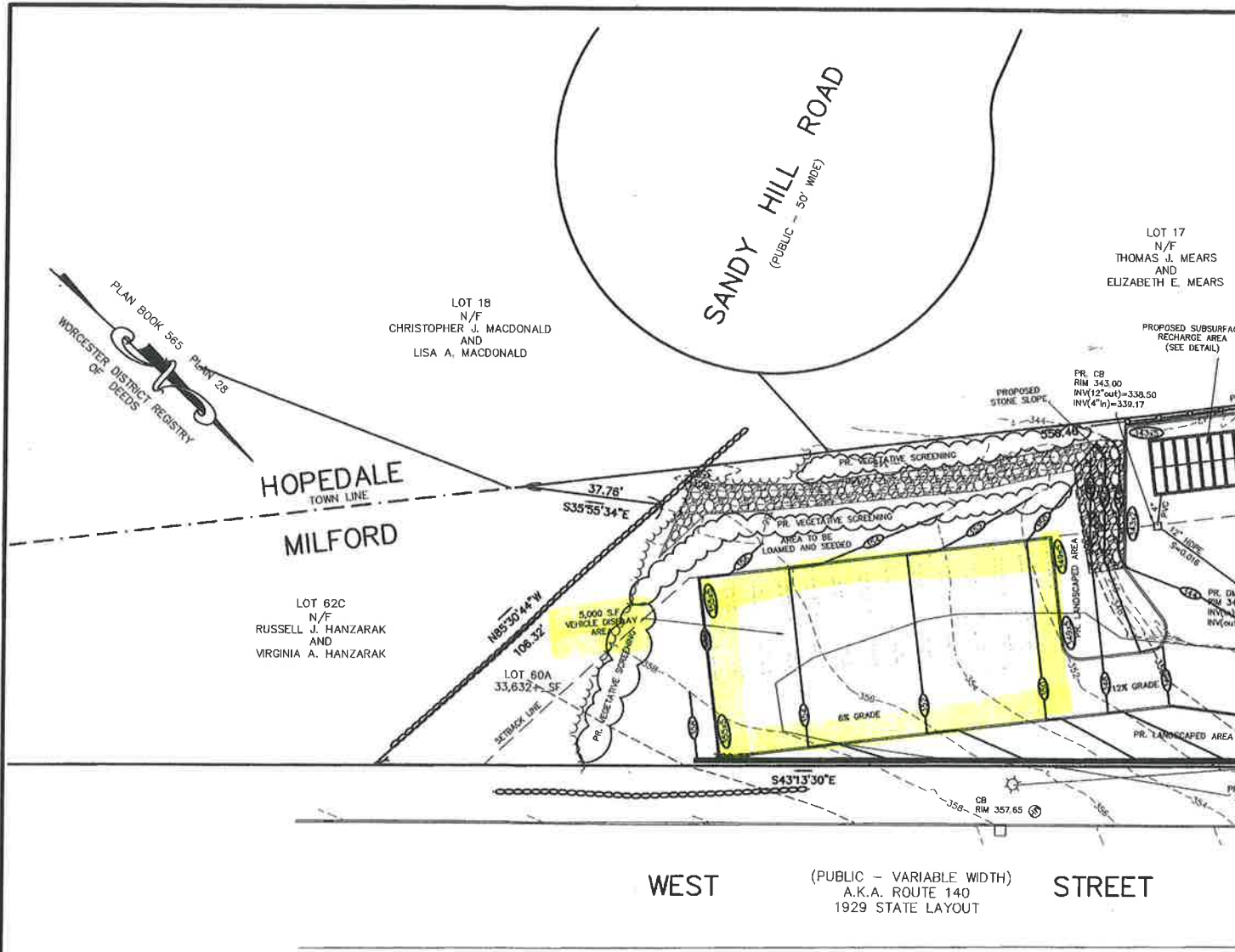
By David R. Consigli
David R. Consigli, Chairman

I hereby certify that twenty days have elapsed since the filing of the above-referenced Decision in this office and that no appeal has been taken therefrom.

Date: March 11, 2015

By Amy Hennessey Neves
Amy Hennessey Neves, Town Clerk

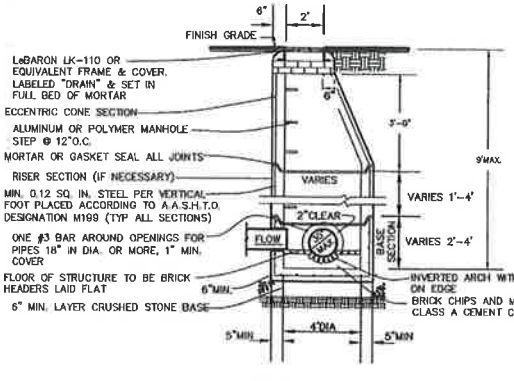
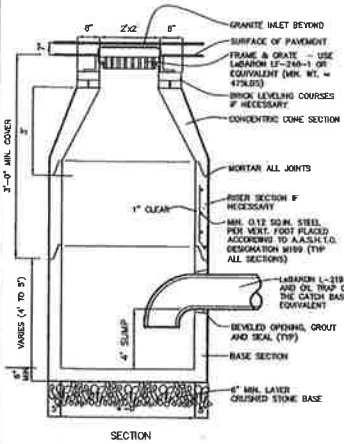
3/11/15



PARKING CALCULATIONS:

- 1 SPACE/200 S.F. OF OFFICE
200 S.F. OF OFFICE = 1 SPACE
 - 1 SPACE /5000 S.F. OF DISPLAY AREA
5,000 S.F. OF DISPLAY AREA = 1 SPACE
 - 2 SPACES/SERVICE BAY
4 SERVICE BAYS = 8 SPACES
- TOTAL SPACES REQUIRED = 10

INTENSITY OF USE	REQ'D.	PROP.
MIN. LOT REQUIREMENTS		
LOT AREA (S.F.)	NONE	33,632 S.F.
LOT WIDTH (FT)	NONE	
FRONTAGE (FT)	NONE	385.34 FT.
MIN. YARD REQUIREMENTS		
FRONT YARD SETBACK (FT)	55 FT.	55.33 FT.
SIDE YARD SETBACK (FT)	0 FT.	
REAR YARD SETBACK (FT)	30 FT.	30.33 FT.
MAXIMUM BUILDING SIZE		
BUILDING COVERAGE (% OF LOT)	35%	9.6%
RATIO (FLOOR/LOT AREA)	NONE	
MINIMUM OPEN SPACE		
% OF LOT AREA	20%	39%
HEIGHT REQUIREMENTS		
MAX. HEIGHT (FT)	60 FT.	25 FT.
MAX. NO. OF STORIES	5	1
PARKING REQUIREMENTS		
TOTAL SPACES REQUIRED	10	10
HANDICAPPED PARKING REQ'D.	0	1
LOADING DOCKS		



P:\08445\dwg\G9382\G9382 Amended Site Planning

D-2
8-22-22

Richard Villani

From: David Condrey <dcondrey@milfordwater.com>
Sent: Thursday, August 4, 2022 4:15 PM
To: Richard Villani
Cc: Zachary Taylor; Gerry Moody; J. M. Bruce
Subject: Next Select Person Meeting
Attachments: Memo to David Condrey re Proposed Capital Projects 2-8-22.docx; 7153 Bid Canvass.pdf; 75% Cost Estimate 7-1-22.pdf

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.

Rick,

The bids came in for the water main project and the lowest bid is approx. 32% higher and that combined with some additional engineering work needed we are looking at a 35% increase over what the BOS approved. Additionally based on recent cost estimates for the Congress Street pump station we are looking at approx. 35% higher costs as well. After discussing with Zach I think I will need to get on the agenda for the next BOS meeting to seek additional ARPA funding.

Thank you

David L. Condrey
General Manager
Milford Water Department
Office: 508-473-5110
Fax: 508-478-7997
Cell: 508-237-0468
dcondrey@milfordwater.com

Please consider the environment before printing this e-mail.

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Milford Water Department

66 Dilla Street Milford, MA 01757

Tele 508-473-5110 Fax 508-478-7997

E-Mail milfordwater@milfordwater.com

www.milfordwater.com

8/22/2022

Milford Select Board
52 Main Street
Milford, MA 01757

RE: MILFORD WATER DEPARTMENT PROPOSED CAPITAL PROJECTS.

Mr. Michael K. Walsh
Mr. Thomas J. O'Loughlin, Esq., Chair
Mr. Paul A. Mazzuchelli

CONGRESS STREET BOOSTER PUMP STATION REPLACEMENT

The Congress St. booster station was originally constructed in 1977. The masonry block building currently houses the booster pumps located in the basement, that feed the systems "High service" zone and is critical not only for the meeting supply demands but for meeting fire protection needs as well. Increases in demand and fire protection needs have the current pumps at their max capacity during times of peak demands. We are requesting funding for the design and construction of a new state of the art above ground, prefabricated, booster pump station that will meet current and future supply and fire flow demands. The plan is to construct the new facility adjacent to the existing pumpstation so there will be little to no disruption of water service to our customers.

DILLA STREET WELLFIELD REPAACEMENT

The Dilla St. wellfield is a valuable water resource and has diminished in capacity over the past several years and is in need of replacement. We are requesting funding for engineering services and the installation of replacement wells in an effort to bring the wellfield back to its original MassDEP approved capacity. Based on a wellfield investigation done by Tata & Howard in 2018 Dilla Street has the ability to be a "viable municipal wellfield". The project will include the installation of 3 to 5 replacement wells, pump tests and development of those wells and some water main piping needed to get the source over to the existing treatment plant located at Dilla Street, this is important as no additional treatment facilities will be needed.

WATER MAIN REPLACEMENT ON MYRTLE, POPLAR AND EXCHANGE STREETS

This water main replacement project has completed its design phase and bid phase. Three competitive bids were received and reviewed. The water main replacements are part of the Departments Capital Improvement Plan (CIP) and are being replaced to improve water quality and fire protection flows. The current undersized cast iron water mains have outlived their "useful life" and are not able to meet current fire flow demands. The project will include the installation of new 8inch Ductile Iron water main, hydrants and customer service lines to the property lines. Temporary water mains and service lines will be used where needed to minimize the disruption of service for our customers.

Canvass of Bids
Exchange St, Myrtle St, and Poplar St Water Main Improvements
Contract No. 8
Milford, Massachusetts
Bid Date: July 27, 2022 @ 2:00 PM

Item No.	Est. Quantity	Units	Item Description	Caracus Construction Corp.		J. A. Polito & Sons, Inc.		RFS Corp.	
				Unit Price	Price	Unit Price	Price	Unit Price	Price
1		1 I.S.	Mobilization and Demobilization	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00
2		36 C.V.	Test Pit	\$ 75.00	\$ 2,700.00	\$ 0.01	\$ 0.36	\$ 0.01	\$ 0.36
3		50 C.V.	Excavation Below Grade	\$ 15.00	\$ 750.00	\$ 0.01	\$ 0.50	\$ 0.01	\$ 0.50
4		50 C.Y.	Rock Removal	\$ 120.00	\$ 6,000.00	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00
5		1,200 LBS.	Fittings and Appurtenances	\$ 9.00	\$ 10,800.00	\$ 0.01	\$ 12.00	\$ 0.01	\$ 12.00
6		45 I.F.	6-inch Ductile Iron Pipe	\$ 190.00	\$ 8,550.00	\$ 110.00	\$ 4,950.00	\$ 120.00	\$ 5,400.00
7		2,430 I.F.	8-inch Ductile Iron Pipe	\$ 160.00	\$ 388,800.00	\$ 156.00	\$ 379,080.00	\$ 135.00	\$ 315,135.00
8		560 I.F.	1-inch Service Tubing	\$ 55.00	\$ 30,800.00	\$ 71.00	\$ 42,000.00	\$ 103.00	\$ 57,680.00
9		4 E.A.	Hydrants	\$ 8,500.00	\$ 34,000.00	\$ 5,000.00	\$ 20,000.00	\$ 8,000.00	\$ 32,000.00
10		4 E.A.	6-inch Gate Valves and Boxes	\$ 3,800.00	\$ 15,200.00	\$ 2,000.00	\$ 8,000.00	\$ 2,100.00	\$ 8,400.00
11		7 E.A.	8-inch Gate Valves and Boxes	\$ 4,000.00	\$ 28,000.00	\$ 2,250.00	\$ 15,750.00	\$ 3,600.00	\$ 25,200.00
12		40 E.A.	1-inch Corporation Stop	\$ 1,900.00	\$ 76,000.00	\$ 800.00	\$ 32,000.00	\$ 2,300.00	\$ 92,000.00
13		40 E.A.	1-inch Curb Stop and Box	\$ 2,600.00	\$ 104,000.00	\$ 800.00	\$ 32,000.00	\$ 600.00	\$ 24,000.00
14		2,430 I.F.	Temporary Trench Pavement	\$ 25.00	\$ 60,750.00	\$ 40.00	\$ 97,200.00	\$ 14.00	\$ 33,820.00
15		2,430 I.F.	Permanent Trench Pavement	\$ 45.00	\$ 109,350.00	\$ 52.00	\$ 126,360.00	\$ 36.00	\$ 87,480.00
16		1 I.S.	Temporary By-Pass Piping	\$ 103,000.00	\$ 103,000.00	\$ 170,000.00	\$ 170,000.00	\$ 48,000.00	\$ 48,000.00
17		4 E.A.	Repair and Replace Sewer Service and Drain Conduits in Trench Width	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	\$ 400.00	\$ 1,600.00
18		220 C.V.	Controlled Density Fill (CDF)	\$ 200.00	\$ 44,000.00	\$ 170.00	\$ 37,400.00	\$ 0.01	\$ 2.20
19		1 I.S.	Price Adjustment: Hot Mix Liquid Asphalt	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
20		1 I.S.	Price Adjustment: Fuel	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
21		1 I.S.	Uniformed Police Officers	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00
TOTAL AMOUNT OF BID ITEMS 1 THRU 21					\$ 1,119,850.00		\$ 1,043,382.80		\$ 884,135.00

RFS had \$0.01 per CY for Rock Removal but the minimum unit price shall be \$50.00 per CY as indicated.

RFS wrote a total amount of \$833,635.50

**75% Estimate of Probable Construction Cost
Congress Street Booster Pump Station Upgrades
Town of Milford**

Est. Quantity	Units	Item Description	Unit Price	Price
1	EA	Mobilization and Demobilization	\$ 50,000.00	\$ 50,000.00
16	Tons	Rip Rap	\$ 45.00	\$ 720.00
4	EA	Test Pits	\$ 100.00	\$ 400.00
250	CY	Excavation Below Grade	\$ 15.00	\$ 3,750.00
100	CY	Rock Removal	\$ 100.00	\$ 10,000.00
150	CY	Structural Fill	\$ 20.00	\$ 3,000.00
100	Tons	Asphalt Driveway	\$ 200.00	\$ 20,000.00
246	LF	Chain Link Fence	\$ 80.00	\$ 19,680.00
1	EA	Double Swing Gate	\$ 2,000.00	\$ 2,000.00
1	EA	Hydrant	\$ 8,000.00	\$ 8,000.00
15	LF	6" D.I. Pipe	\$ 130.00	\$ 1,950.00
85	LF	12" D.I. Pipe	\$ 150.00	\$ 12,750.00
1	EA	6" Gate Valve	\$ 2,500.00	\$ 2,500.00
2	EA	12" Gave Valve	\$ 5,500.00	\$ 11,000.00
6	EA	12" Butterfly Valve	\$ 4,200.00	\$ 25,200.00
3	EA	12" Globe Check Valve	\$ 5,200.00	\$ 15,600.00
1	EA	6" Surge Relief Valve	\$ 8,000.00	\$ 8,000.00
3	EA	12" X 8" Expansion Joint	\$ 500.00	\$ 1,500.00
1	EA	12" Magnetic Flow Meter	\$ 8,000.00	\$ 8,000.00
2300	LBS	Fittings and Appurtenances	\$ 5.00	\$ 11,500.00
1	EA	12" Tapping Sleeve	\$ 8,000.00	\$ 8,000.00
70	LF	1" Copper Service tubing	\$ 30.00	\$ 2,100.00
1	EA	1" Sample Tap	\$ 1,400.00	\$ 1,400.00
1000	CF	Concrete Pipe Encasement and Footings	\$ 10.00	\$ 10,000.00
3	EA	Multi-stage Centrifugal Pump	\$ 28,000.00	\$ 84,000.00
300	LF	Environmental Controls	\$ 15.00	\$ 4,500.00
1	LS	Demolition of Exisitng Building	\$ 50,000.00	\$ 50,000.00
1	LS	Electrical	\$ 330,000.00	\$ 330,000.00
1	LS	Plumbing	\$ 10,000.00	\$ 10,000.00
1	LS	HVAC	\$ 10,000.00	\$ 10,000.00
1	LS	Building (Foundation, Walls, Roofing, Insulation, and Painting)	\$ 175,000.00	\$ 175,000.00
1	LS	SCADA & Instrumentation	\$ 60,000.00	\$ 60,000.00
1	LS	Miscellaneous	\$ 25,000.00	\$ 25,000.00
1	ALLOW	Allowance - Price Adjustment: Fuel	\$ 2,000.00	\$ 2,000.00
1	ALLOW	Allowance - Price Adjustment: Hot Mix Liquid Asphalt	\$ 2,000.00	\$ 2,000.00
1	ALLOW	Allowance - Portland Cement Concrete Mixes	\$ 2,000.00	\$ 2,000.00
			Subtotal	\$ 985,550.00
			Contractor Division 00 Requirements (10%)	\$ 98,555.00
			Engineering (10%)	\$ 98,555.00
			Contingency (15%)	\$ 147,832.50
			CA (15%)	\$ 147,832.50
			Total	\$ 1,478,325.00
			Lump Sum Estimate	\$ 1,480,000.00

**75% Estimate of Probable Construction Cost
Congress Street Booster Pump Station Upgrades
Town of Milford**



MILFORD BOARD OF SELECTMEN

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

Michael K. Walsh, Chairman
Thomas J. O'Loughlin, Esquire
Paul A. Mazzuchelli

Richard A. Villani
Town Administrator

TO: David Condrey, Water Department Manager
Jonathan Bruce, Chair Water Department

FROM: Richard A. Villani, Town Administrator

RE: Proposed Capital Projects

DATE: February 8, 2022

At last night's Selectmen's Meeting, the Board unanimously voted to approve the use of ARPA funding for the Congress Street BPS (\$1,101,800.00), Dilla Street Wells (\$1,497,300.00) and Myrtle Street, Poplar Street and Exchange Street Water Main (\$723,000.00).

Please let me know if you have any questions.

Thank you.

cc: Select Board
Files



B-1
8-22-22

MILFORD POLICE DEPARTMENT

James F. Falvey
Chief of Police

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

TO: Town Administrator Richard Villani
FROM: Officer Edward Pokornicki Jr.
DATE: August 16, 2022
RE: Surplus Inventory Sales

Dear sir,

I am writing to you on behalf of the Milford Police Department requesting to place up to bid the following surplus items which we currently have in our inventory. All indicated items are no longer in use by the Milford Police Department as well as no longer operational. I am requesting to utilize "Municibid", which is a company whom specializes in posting/selling surplus inventory which belong to municipalities. The Town of Milford will receive 100% of the sale revenue from the surplus sales. Municibid adds on a percentage to the buyer whom is responsible to pay the full price, along with Municibid's percentage.

The items which the Milford Police Department is requesting to place up to bid are:

- 2004 Vermac Sign Board/Trailer VIN 2S9US11144S132666
- 2004 Vermac Sign Board/Trailer VIN 2S9US111X4S132669
- MPH Industries Speed Sign Trailer VIN 1M9US1119ED597106
- 2010 ASTI Message Board/Trailer VIN 0210M559
- 2010 ASTI Message Board/Trailer
- 2007 Chevrolet Silverado Pick Up (Drug Forfeiture 02/26/2016) VIN 2GCEC13J171545288
- 2008 Ford Fusion (Drug Forfeiture 10/10/2017) VIN 3FAHP08Z88R124679
- 2011 Ford Edge (Purchased 10/08/2010) VIN 2FMDK4JC9BBA03195
- 2013 Honda Accord (Asset Forfeiture 10/28/2020) VIN 1HGCR2F52DA266445
- 2011 Ford E450 Bus (Donated by MWTA) VIN 1FDFF45S5BDE12344
- 2017 Ford Explorer (Totaled in MVC) VIN 1FM5K8AR0HGD60248

Thank you for your time. Please let me know if you require anything else on my behalf.

Respectfully,



E-2
8-22-22

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

PERMIT TO OBSTRUCT APPLICATION

- 1) Read appropriate By-Law on reverse side (Article and Section is identified below)
- 2) An Insurance Certificate (\$1,000,000/\$3,000,000) is required, worded as follows:
THE TOWN OF MILFORD IS AN ADDITIONAL INSURED.
- 3) If requesting a Permit to hang a Sign or Banner, first obtain a permit for the **Sign or Banner** itself from the Building Commissioner. Attach a copy of that permit.
- 4) If a Banner overhanging a public street is to be attached to a building, you must obtain permission from the property owner.
- 5) Applicant shall engage a responsible individual to hang banner: **town employees are prohibited from engaging in this activity.**
- 6) Submit complete application, including Insurance Certificate and any other required documents, to Select Board Office at least **two weeks prior to date requested below.**

Detach and retain top section for future use; Complete and submit bottom section to Select Board's Office

NAME OF ORGANIZATION Lucas Penomnee Legacy Foundation
 MAILING ADDRESS: 18 Trinity Drive
Milford, MA 01757

CONTACT PERSON: Joyce Koshinsky PHONE # 508-498-0821

- CHECK ONE:
- PERMIT TO OVERHANG PUBLIC WAY (Article 13, Section 5) \$10.00 Fee
 - PERMIT TO OBSTRUCT A PUBLIC WAY (Article 12, Section 3) \$5.00 PER DAY Fee
 - PERMIT TO OBSTRUCT SIDEWALK (MERCHANDISE DISPLAY) (Article 13, Sec. 6) \$5.00 PER DAY Fee

DESCRIBE IN DETAIL WHAT YOU PLAN TO DO:

See enclosed

INDICATE EXACT LOCATION (Street(s) & Number(s), EXACT DAY(S) AND DATE(S), TIMES OF DAY, AND ALL OTHER RELEVANT INFORMATION:

ll

Joyce Koshinsky
Signature of person authorized to apply for permit

8/1/22
Date

James Talvey
Police Chief's Signature

8/15/2022
Date

Comments:
Please contact Deputy Chief
USINO in advance to avoid any miscommunications
and provide any support the participants may
need from the Police Dept

DESCRIBE IN DETAIL WHAT YOU PLAN TO DO:

We want to have a benefit walk for suicide awareness month, in memory of my 16-year-old son, Lucas Denomme, who passed away in April of this year. We anticipate about 400 participants. Plan is to meet at the Louisa Lake, with a few pop-up tents, hand out t-shirts. Then proceed across the street to the corner of Sumner and Dilla streets to have a kickoff reservation area to gather around a memorial bench that will be placed there previously. Then we will begin the walk. Details below.

The times and date are the same as previously submitted.

New Route: updated 8/14

We will begin the walk at Fino Field, proceed on the bike path, turn at the bench area at corner of Sumner and Dilla) onto Sumner Street until left onto Fino Field. So it will be a loop.

[-3
8-22-22

SPECIAL TOWN MEETING: MONDAY, OCTOBER 24, 2022

1. Monday, August 22, 2022 Select Board set date for Special Town Meeting
2. Monday, August 22, 2022 Select Board opens Warrant as Notice to Department Heads for the Submission of Articles.
3. Tuesday, September 6, 2022* Town Counsel begins preparation of official Warrant
4. Monday, September 26, 2022 Select Board approve final Warrant
5. Tuesday, September 27, 2022 Warrant to printer for reproduction.
6. September 26- October 24, 2022 Finance Committee, Personnel Board and Select Board schedule meetings to review articles, as necessary
7. Tuesday, September 27, 2022 Town Clerk posts copies of Warrant in all precincts (a minimum of) 14 days prior to Special and 7 days prior to Annual Town Meeting, per MGL.
8. Friday, October 11, 2022* Town Clerk posts copies of Warrant in ten (10) public places and mails Warrant to Town Meeting membership (at least) 7 days prior to Special or Annual Town Meeting, per Article 37 of June 13, 1989 ATM
9. Monday, October 24, 2022 **TOWN MEETING CONVENES AT 7:00 PM AT MILFORD TOWN HALL, 52 MAIN STREET**
10. Wednesday, October 26, 2022 Adjourned Town Meeting, if required.

*Denotes action must be taken on or before specified date.

CC: Select Board, Town Administrator, Town Counsel, Town Clerk, Town Moderator, Finance Director, Town Accountant, Personnel Board, Finance Committee.

REFERENCES:

MASS.GEN.LAWS: Warrant shall be posted in all precincts at least 14 days prior to Special Town Meeting and at least 7 days prior to Annual Town Meeting.

Annual Town Meeting of June 13, 1989. Article 37: (Amends standing vote of 9/16/35 TM)

Notice of every Town Meeting shall be given at least 7 days before such meeting by posting attested copies of the Warrant therefore in ten or more public places located in the Town of Milford, and by publishing a summary of the Warrant in a newspaper having a general circulation in the Town of Milford. A copy of the Warrant shall be received by first class mail to all Town Meeting members at least 7 days before such meetings. UNAN. VOICE VOTE.

Special Town Meeting of October 25, 2000. Article 2: Amends standing vote of 6/13/89

Notice of every Town Meeting shall be given at least 7 days before such meeting by posting attested copies of the Warrant therefore in ten or more public places located in the Town of Milford. A copy of the Warrant shall be mailed by first class mail to all Town Meeting members at least 7 days before said meetings. UNAN. VOICE VOTE.

STMTIMELINE.DOC

E-5
8-22-22

Richard Villani

From: Geri Eddins <geri@eddins.net>
Sent: Monday, August 15, 2022 9:44 AM
To: Richard Villani
Cc: Larry Dunkin; Patty Salomon
Subject: Request to Remand Article to Planning Board
Attachments: Article - mural rev. 10 August 2022.doc

Importance: High

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.

Good morning!

Rick, attached is an article sponsored by the Milford Cultural Council for inclusion on the October Town Meeting warrant. We would like to request that the Select Board place this article on the warrant and remand it to the Planning Board for the required public hearing. The Town Planner has kindly written this draft and asked that we send this to you as soon as possible so it can be included in the agenda for the Select Board's August 22 meeting.

Could you please confirm that you have received this email?

Thank you for your assistance!

Geri Eddins, Chair
Milford Cultural Council

Patricia Salomon, Chair
Public Art Policy Task Force

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

BY ADDING in Sub-Section 3.9.3 Definitions the following new definition for the term “Mural”:

“Mural – Graphic artwork painted directly on the exterior wall of a building.”

AND IN ADDITION, by inserting in Sub-Section 3.9.3 Definitions the following new sub-section (h) in the definition of the term “Sign”:

“(h) Within the CA and CB districts, murals painted on a side or rear building facade, installed under the auspices of the Select Board after consultation with the Milford Cultural Council.”

Or take any other action relating thereto.

(Milford Cultural Council)

E-6
8-22-22

Richard Villani

From: haroldrhodes224@gmail.com
Sent: Monday, August 15, 2022 9:40 AM
To: Richard Villani
Cc: Larry Dunkin; John Erickson
Subject: UPDATE to CORRECT ERROR: Request for Remand by Select Board

Some people who received this message don't often get email from haroldrhodes224@gmail.com. [Learn why this is important](#)

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.

Hello Rick:

It is likely that a citizen's petition will be submitted for inclusion as an article to be included in the Town Warrant for the October 2022 Town Meeting that will see if Town Meeting will vote to change the date of the Town's annual election to May of each year.

If that Article should pass, a minor change (reviewed by both Larry and John) to the Zoning By-Laws would be needed, as follows:

To see if the Town will vote to amend Section 3.9.12 Temporary Signs of the Zoning Bylaw as follows:

BY DELETING in Sub-Section 3.9.12.1 the term "March",
AND IN ADDITION, by inserting in Sub-Section 3.9.12.1 the term "May" after the term April, or to take any other action relating thereto.

Since this Article would be a change to the Zoning By-Laws, as I understand, the first step would be to have the above Article remanded to the ~~Zoning Board~~ Planning Board by the Select Board.

Would you please add this request as an agenda item at earliest possible meeting of the Select Board?

Please note: If Town Meeting should vote against changing the election date, this Article would be passed over.

As always, many thanks. Best always,

--- Harold

Harold S. Rhodes
11 Janock Road
Milford, MA 01757
haroldrhodes@comcast.net
617-834-9682
www.themilfordfoundation.org

E-7

8-22-22

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: fundraiser - Bob Sweeny Bike Run

Type of Organization (Individual/Non-Profit Corp./For-Profit Corp.) Individual

Organization Address: 4 Hayward field

DETAILS OF EVENT:

Type of Event (i.e. banquet/fundraiser/party) fundraiser

Where will it be held ITAM

Who owns the premises ITAM Contact Day Time# 508.243.5357

Date(s) of Event 9-10-22

Hours of Event 9AM - 9PM

Expected # of people 100 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 Lovazzola

Applicant Cell Phone #: 508.243.5357

Applicant Email Address: Lovezzok@gmail.com

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