

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO  
VERIZON NEW ENGLAND INC.**

**JUNE 27, 2022**

**BY PAUL BRODEUR, MAYOR  
AS ISSUING AUTHORITY**

**CITY OF MELROSE  
MASSACHUSETTS**

**TABLE OF CONTENTS**

ARTICLE		PAGE
1.	DEFINITIONS .....	1
2.	GRANT OF LICENSE AUTHORITY .....	7
3.	PROVISION OF CABLE SERVICE.....	11
4.	SYSTEM FACILITIES .....	12
5.	PEG ACCESS SERVICES AND SUPPORT .....	13
6.	LICENSE FEES .....	18
7.	CUSTOMER SERVICE.....	18
8.	REPORTS AND RECORDS .....	19
9.	INSURANCE AND INDEMNIFICATION .....	20
10.	RENEWAL OF LICENSE.....	22
11.	ENFORCEMENT AND TERMINATION OF LICENSE .....	22
12.	MISCELLANEOUS PROVISIONS .....	24

**EXHIBITS**

EXHIBIT A -- PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE  
PURSUANT TO SECTION 3.3

EXHIBIT B -- GROSS REVENUE REPORTING FORM

EXHIBIT C -- FORM OF PERFORMANCE BOND

THIS CABLE TELEVISION RENEWAL LICENSE ("License") is entered into by and between the Mayor of the City of Melrose (the "City"), as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. Chapter 166A, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the "Licensee").

WHEREAS, the Issuing Authority is a "franchising authority" in accordance with Section 602(10) of the Communications Act, and is authorized to grant one or more nonexclusive cable licenses pursuant to M.G.L. Chapter 166A;

WHEREAS, the Issuing Authority granted to Licensee effective as of June 29, 2007, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the City for a term of fifteen (15) years (the "Final License");

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the City which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the City; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the City.

NOW, THEREFORE, in consideration of the Issuing Authority's grant of a renewal license to the Licensee, the Licensee's promise to continue providing Cable Service to residents of the City pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings

given herein. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which the Licensee shall make available to the City of Melrose and/or its PEG Access Designee without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Issuing Authority and in accordance with the terms of this License.

1.2. *Affiliate*: When used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.3. *Basic Service Tier*: Any service tier which includes the retransmission of local television broadcast signals.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable ("DTC") or successor governmental agency if any.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple Subscribers within the City, 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 Communications Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Communications 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; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. § 522(4).

1.8. *City*: The City of Melrose.

1.9. *CMR*: The Code of Massachusetts Regulations.

1.10. *Commercial Subscriber*: A commercial, non-residential Subscriber.

1.11. *Communications Act*: The Communications Act of 1934, as amended.

1.12. *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

1.13. *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

1.14. *Educational Access Channel*: An Access Channel available for the non-commercial use of local educational institutions in the City, as well as the PEG Access Designee, as determined by the Issuing Authority.

1.15. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.16. *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the City or the Licensee, and unreasonable work delays beyond the reasonable control of the parties.

1.17. *FTTP Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this License.

1.18. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or its PEG Access Designee as determined by the Issuing Authority to present non-commercial governmental and government-related programming as determined by the Issuing Authority.

1.19. *Gross Revenues*: All revenue, as determined in accordance with generally accepted accounting principles ("GAAP"), derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the City, including, without limitation, the following items: fees, charges and payments collected from Subscribers (including Commercial Subscribers) for Cable Services, including, without limitation, Basic and premium Cable Services, pay-per-view Cable Services, video-on-demand Cable Services and digital Cable Services; installation, reconnection, downgrade, upgrade and similar charges; revenues received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; Leased Access Channel programming

revenues; revenues that the Licensee receives from home shopping channels as prorated to include such revenue attributable to the Cable System in the City based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the City based on the number of Subscribers; and except as provided below, all fees imposed on the Licensee by this License and applicable law that are passed through and paid by Subscribers (“fee-on-fee”) in accordance with applicable law. For the avoidance of doubt, Gross Revenue shall include the amount of Licensee’s gross advertising revenue (i.e., without netting advertising commissions paid to third parties), calculated in accordance with generally accepted accounting principles. Gross Revenues based on bundled services shall be calculated in accordance with Section 5.4.3 below.

Provided, however, that Gross Revenues shall not include:

1.19.1. Revenues received by any of Licensee’s Affiliates, except to the extent that such revenues relate directly to the provision of Cable Services over the Cable System in the City;

1.19.2. Actual bad debts written off by the Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.19.3. Any revenues foregone as a result of (i) refunds, rebates or discounts made to Subscribers, or (ii) the Licensee’s provision of free or reduced cost Cable Services to any Person, including without limitation, employees of the Licensee and public institutions pursuant to M.G.L. Chapter 166A, Section 5(e); provided, however, that if the Licensee receives trades, barter, services or other items of value instead of cash revenue then such items shall be included in Gross Revenue;

1.19.4. Any revenues wholly generated by services that are defined and classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from Information Services, and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.19.5. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by the City to pay (and does pay) License Fees to the City on the resale of the Cable Services;

1.19.6. Any revenues of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.19.7. Any tax, fee or assessment of general applicability imposed by a City, State, federal or other governmental entity and required to be collected from Subscribers by

the Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication tax and non-cable license fees);

1.19.8. Revenues from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and other Subscriber equipment for the provision of Cable Service over the Cable System; and

1.19.9. Any fees or charges collected from Subscribers for the PEG Grant and PEG Access Support (except to the extent that the Issuing Authority provides the Licensee with evidence that such fees and charges are included in the Gross Revenues of other cable operators in the City).

1.20. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or such higher resolution as Licensee determines in its sole discretion.

1.21. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.22. *Issuing Authority:* The Mayor of the City of Melrose, Massachusetts.

1.23. *Leased Access Channel:* A Channel that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act.

1.24. *License Fee or Franchise Fee:* The payments to be made by the Licensee to the City, which shall have the meaning as set forth in Section 622(g) of the Communications Act, 47 U.S.C. § 522(g), including payments made by the Licensee to the City pursuant to Section 9 of the Massachusetts Cable Law (M.G.L. Chapter 166A).

1.25. *Licensee:* Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.26. *M.G.L. Chapter 166A:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.27. *Non-Cable Services:* Any service that does not constitute Cable Service(s) as defined herein over the FTTP Network in the City, including, but not limited to, Information Services and Telecommunications Services.

1.28. *PEG:* Public, educational, and governmental.

1.29. *PEG Access Channel:* An Access Channel made available to the City and/or the PEG Access Designee for PEG Access Programming pursuant to the terms of this

License, and managed by the Issuing Authority and/or its PEG Access Designee as determined by the Issuing Authority.

1.30. *PEG Access Designee*: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including but not limited to, any Access Corporation.

1.31. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this License and applicable laws.

1.32. *Person*: Any corporation, partnership, limited partnership, association, trust, organization, joint stock company, other business entity, individual, or governmental entity.

1.33. *Prime Rate*: The prime rate of interest as published in the Wall Street Journal.

1.34. *Public Access Channel*: An Access Channel made available by the Licensee for the non-commercial use by the residents in the City and/or its PEG Access Designee.

1.35. *Public Rights-of-Way*: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, bulkheads, piers, dedicated public utility easements, and public grounds and all other publicly owned real property within or belonging to the City, now or hereafter existing.

1.36. *Service Area*: The entire existing territorial limits of the City.

1.37. *Standard-Definition ("SD") PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i or such higher resolution as determined by the Licensee in its sole discretion.

1.38. *State*: The Commonwealth of Massachusetts.

1.39. *Subscriber*: Any Person who lawfully receives Cable Service distributed over the Cable System with the Licensee's express permission.

1.40. *Telecommunications Facilities*: The Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.41. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.42. *Title II*: Title II of the Communications Act.

1.43. *Title VI*: Title VI of the Communications Act.

1.44. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20), meaning programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.45. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the City, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity using any portion of the Public Rights-of-Way that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the City.

## **2. GRANT OF LICENSE AUTHORITY**

2.1. *Grant of Authority*: Subject to the terms and conditions of this License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over, above and along the Public Rights-of-Way within the City and subsequent additions thereto, in order to provide Cable Service. This License grants no authority for the Licensee to use the Public Rights-of-Way within the City for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the City consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful regulations of the City regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this License does not establish priority for use over other present or future permit holders or the City's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The parties recognize that the Licensee's FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of the Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. In accordance with applicable law(s), the Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is and/or was constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The City does not and will not assert jurisdiction over the Licensee's FTTP Network in contravention of applicable federal or State law(s). The Cable System shall be limited to the optical spectrum wavelength(s),

bandwidth or future technological capacity that is used for the transmission of Cable Services to Subscribers within the City and shall not include the Telecommunications Facilities of the Licensee. Nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for City authorization or permitting not inconsistent with federal and State law are satisfied.

2.3. *Term:* The term of this License shall be for a period of five (5) years, commencing on June 27, 2022 (the "Effective Date"), and shall expire at midnight on June 26, 2027, unless sooner revoked or terminated as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, following the thirtieth (30) month after the Effective Date, Licensee may terminate this License upon one hundred and eighty (180) days' written notice to the Issuing Authority.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with a VSP to provide Video Programming services to residential subscribers in the City with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of this License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Grant and PEG Access Support, as respectively provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5.1, 2.5.2 or 2.5.3.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out in Section 2.5.1 above. Licensee shall respond to reasonable information requests from the City, as may be necessary to review the same.

2.5.3. In the event the parties do not, subject to the procedure and criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall in its sole discretion, have the option of exercising any of the following actions:

(a) Commencing License renewal proceedings in accordance with 47 U.S.C. 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

(b) Terminating the License in no less than thirty-six (36) months from written notice to the Issuing Authority;

(c) If agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

(d) If agreed by both parties, submitting the matter to mediation by a mutually acceptable mediator.

2.5.4. Modification of the PEG Grant and PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder. As stated above, the PEG Grant and PEG Access Support are not subject to modification under Sections 2.5.1, 2.5.2 or 2.5.3.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this License. The issuance of additional cable license(s) shall be subject to applicable federal laws, M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

2.7. *License Subject to Applicable Federal and State Law:* This License is subject to and shall be governed by all applicable provisions of federal and State law(s) and regulations as they may be amended, including but not limited to Title VI and M.G.L. Chapter 166A.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, M.G.L. Chapter 166A or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse the Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of License:*

2.9.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.10. *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the City's police powers, provided that the City shall not exercise its police powers in a manner that would result in a material alteration of the terms and conditions of this License. Any such police powers exercised by the City in contravention of the preceding sentence shall be of no effect with respect to this License.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or bylaws which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

2.12. *Transfer of the License:*

2.12.1. Subject to Section 617 of the Communications Act, M.G.L. Chapter 166A and Section 2.12.2 below, the Licensee shall not transfer this License without the prior consent of the Issuing Authority, provided that such consent shall not be arbitrarily or unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy of the application on FCC Form 394 requesting such transfer request. The Issuing Authority shall have one hundred twenty (120) days, or such other time frame that may be established by applicable law, from the filing of the completed Form 394 to take final action on it. If the Issuing Authority has not taken final action within such 120 day period, then the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

2.12.2. The Licensee shall not be required to obtain the Issuing Authority's consent to transfer this License in connection with any transaction that does not constitute a transfer of control under applicable State laws and regulations, including, without limitation, the following: (i) (A) a transfer of an ownership or other interest in the Licensee to the parent of the Licensee or to another Affiliate of the Licensee; (B) transfer or assignment of this License or control thereof to the parent of the Licensee or to another Affiliate of the Licensee; (C) any action which is the result of a merger of the parent of the Licensee; or (D) any action which is the result of a merger of another Affiliate of the Licensee; or (ii) in connection with a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness; provided, however, that to the extent that any of the foregoing transactions are determined to constitute a transfer of control pursuant to 207 CMR 4.01, then such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

2.12.3. Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law, in considering a request to transfer control of this License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and

legal ability to operate the Cable System under this License, and any other criteria allowable under applicable law and/or regulation.

2.12.4. The consent or approval of the Issuing Authority to a transfer of this License shall not constitute a waiver or release of the rights of the City under this License.

2.12.5. In the event that this License is transferred, the transferee shall be subject to all of the terms and conditions contained in this License.

### **3. PROVISION OF CABLE SERVICE**

3.1. *Service Area:* The Licensee shall continue to offer Cable Service to all residential households in the City served by aerial plant, and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the City; (C) for periods of delay resulting from Licensee's inability to obtain authority from the City to access Public Rights-of-Way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units that Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Licensee; (F) in areas, developments, buildings or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, buildings or other residential dwelling units; (G) in areas, developments, buildings or other residential dwelling units that are not habitable or where the Licensee determines, in good faith, that providing such service is not commercially reasonable; and (H) to Subscribers who fail to abide by Licensee's terms and conditions of service.

3.2. *Availability of Cable Service:* The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the City in conformance with Section 3.1. In the areas in which the Licensee shall provide Cable Service, the Licensee shall be required to connect, at the Licensee's expense, all residential dwelling units that are within one hundred fifty (150) feet of the Licensee's FTTP Network. The Licensee shall be allowed to recover, from a Subscriber who requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet, and actual costs incurred to connect any non-residential dwelling unit Subscriber. Such costs shall be submitted to said Subscriber in writing, and the Licensee shall obtain the Subscriber's consent before installation.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide not less than one hundred twenty (120) days prior written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court

having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, Licensee shall provide, without charge, one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the City to public schools, police and fire stations, public libraries and other municipal public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is and set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR 3.07.

#### **4. SYSTEM FACILITIES**

4.1. *System Characteristics*: The Licensee's Cable System shall meet or exceed the following requirements:

4.1.1. The Cable System shall be operated with an initial digital carrier passband of between 50 and 860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the National Electrical Code, the Massachusetts Electrical Code and the National Electrical Safety Code.

4.1.5. The Cable System shall be capable of passing through stereo signals to Subscribers.

4.2. *Emergency Alert System*: The Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability*: The Licensee shall comply with all applicable requirements of federal law governing Subscribers' capability to control the reception of any channels being received on their television sets.

## **5. PEG ACCESS SERVICES AND SUPPORT**

### **5.1. *PEG Access Channels:***

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, capacity for three (3) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel for a total of four (4) PEG Access Channels.

5.1.2. In addition to the three (3) SD PEG Access Channels referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the City and/or the PEG Access Designee, as designated in writing by the Issuing Authority, as follows: Starting on the Effective Date of this Renewal License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority's written request, the Licensee shall make such an HD PEG Access Channel available to City or the PEG Access Designee within two hundred and seventy (270) days of the Licensee's receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in the written notice a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee, as determined by the Issuing Authority, may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an HD simulcast of an existing SD PEG Access Channel, upon one hundred eighty (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p or higher resolution as may be determined by Licensee in its sole discretion. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term of this License. The HD PEG Access Channel may not be available at all times during the term of this License on Licensee's Basic Service Tier, and in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Licensee may carry PEG Access Programming within and outside the City's jurisdictional boundaries provided that PEG Access Programming from outside the City which is carried in the City shall not be cablecast on the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the City and/or the PEG Access Designee, the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Issuing Authority. In the event that the Issuing Authority and/or the

PEG Access Designee determines to use such PEG Access capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

5.2. *PEG Access Interconnection:*

5.2.1. The Licensee shall continue to connect its Cable System to equipment owned by the City and/or the PEG Access Designee at the PEG Access Studio, 360 Main Street, Melrose MA (the "PEG Interconnection Site"). The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or its PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is caused by the City and initiated by the Issuing Authority or its PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or its PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or its PEG Access Designee. Any upgrade or change referenced in subsections (i) through (iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, or in order to remedy a defect in equipment or facilities Licensee is responsible for pursuant to this License, including with respect to video or audio quality, shall not be deemed to be "initiated" by the Issuing Authority or its PEG Access Designee.

5.2.2. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the City's and/or its PEG Access Designee's PEG equipment shall be at the output of the City's and/or its PEG Access Designee's signal processing equipment at the PEG Interconnection Site. The City and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point and for ensuring all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. All PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the City or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the City's or PEG Access Designee's side of the demarcation point and used to generate or administer any PEG access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee's System for the

purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee's System without Licensee's prior written consent.

5.3. *PEG Grant:*

5.3.1. Licensee shall pay to the Issuing Authority, or to its PEG Access Designee if requested in writing by the Issuing Authority, a PEG Grant to be used for PEG Access Channel capital funding purposes in the total amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (the "PEG Grant"), as follows: Licensee shall pay to the Issuing Authority the sum of Fifty-Eight Thousand Three Hundred Thirty-Four Dollars (\$58,334.00) within forty-five (45) days of the Effective Date. Two (2) additional payments in the amount of Fifty-Eight Thousand Three Hundred Thirty-Three Dollars (\$58,333.00) each shall be paid by the Licensee to the Issuing Authority on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) anniversaries of the Effective Date. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant.

5.3.2. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligations set forth above, the Licensee's obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total payment required to be made by any such VSP to the City. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the City. Notwithstanding the foregoing, if at any time during the term of this License, any other such VSP ceases to provide cash grants to the City in support of the production of local PEG programming in accordance with the terms of its respective cable license agreement, then Licensee's PEG Grant obligation shall also cease for so long as such other VSP's cash payments have ceased. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other VSP's failure to provide a cash grant in accordance with the schedule set forth in such VSP's license agreement with the Issuing Authority. Equipment, services and other in-kind, non-monetary contributions to the City by such VSP shall not count towards the cash grants referenced in this paragraph.

5.4. *PEG Access Support:*

5.4.1. The Licensee shall provide annual funding to the Issuing Authority, or to its PEG Access Designee if requested in writing by the Issuing Authority, for PEG Access Channel operating support or other PEG Access Channel costs and expenses ("PEG Access Support") in the amount equal to five percent (5%) of annual Gross Revenue as defined in Section 1.19 above, subject to the limitation in Section 6.2; however, if the City issues or renews any cable license on or after the Effective Date that provides for a lower percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support payments shall be reduced to match such lower percentage over that same time period. The Issuing Authority shall place Licensee's PEG Access Support payments in a restricted account for PEG Access purposes in the nature of a grant account or other lawful restricted special cable account and not into the general fund, which account will be under the Issuing Authority's control subject to applicable law.

5.4.2. The PEG Access Support payments (Section 5.4.1) shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue reporting form substantially in the form of **Exhibit B**. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances, within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

5.4.3. *Bundled Services*: If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Licensee in accordance with FCC rules, regulations, standards or orders.

5.4.4. *Third-Party Financial Disclosure Forms*: If requested by the Licensee, the Issuing Authority shall provide copies of financial disclosure forms required by the Massachusetts Attorney General's Public Charities Division of any entity designated by the Issuing Authority to receive payment pursuant to Sections 5.3.1 and 5.4.1.

5.4.5. *Recovery of Costs*: To the extent permitted by and in accordance with applicable federal law and regulations, the Licensee shall be allowed to recover the costs of the PEG Grant, the PEG Access Support and any other costs, including interconnection costs arising from the provision of PEG Access services from Subscribers and to include such costs as separately billed line items on each Subscriber's bill.

5.4.6. *Late Payments*: In the event that any of the PEG Grant (Section 5.3.1), the PEG Access Support (Section 5.4.1) or the License Fee payments (Section 6.1 below) is or are not paid on or before the due date set forth in this License for such payments, then interest shall accrue from the due date until the date paid at the rate of two percent (2%) per annum above the Prime Rate, compounded annually.

5.5. *PEG Access Channel Maintenance/Technical Standards/Performance Tests*: The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same as those which apply to the Cable System's commercial channels of similar format and resolution; provided that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the signal that it receives from the City and/or the PEG Access Designee. Upon the written request of the Issuing Authority, the Licensee shall make available to the City a copy of the Licensee's most recent annual performance tests.

5.6. *Censorship*: The Licensee, the Issuing Authority and any PEG Access Designee shall comply with applicable laws regarding program censorship or any other applicable laws regarding the control of the content of the Public Access Programming on the Cable System.

5.7. *PEG Operational Rules.* The Issuing Authority and/or its PEG Access Designee shall establish rules and regulations that require all local producers and users of any of the PEG facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the City, the Issuing Authority and the Licensee harmless for same, subject to applicable Title VI and FCC requirements. The Issuing Authority and/or the PEG Access Designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this License.

5.8. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss in good faith with the Issuing Authority or its PEG Access Designee, the technical feasibility and commercial reasonability of listing the City's PEG Access Channel program content titles on the Licensee's electronic program guide; however, the Licensee shall not be required to list the City's PEG Access Channel program content titles on its electronic program guide.

5.9. *PEG Access Channel Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss in good faith with the Issuing Authority, the technical feasibility and commercial reasonability of providing PEG Access Channel programming VOD in the City; however, the Licensee shall not be required to provide PEG Access Channel programming VOD in the City.

5.10. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section 5.10 shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.11. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee. In particular, the Issuing Authority's written designation of the PEG Access Designee as the entity to receive payments under Sections 5.3 and 5.4 does not vest in the PEG Access Designee any right, title or privilege to receive payments under the License. The Licensee may in its sole discretion upon seventy-five (75) days written notice to the Issuing Authority cease making such payments to the PEG Access Designee and instead make payments directly to the Issuing Authority if the Issuing Authority is in non-compliance with Section 5.4.4 of this License.

## 6. LICENSE FEES

6.1. *License Fee:* Pursuant to Section 9 of M.G.L. Chapter 166A, the Licensee shall pay to the City, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year.

6.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenues (as defined in Section 1.19 above) and in accordance with the definition of the term Franchise Fee and the five percent (5%) cap on Franchise Fee(s) as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542 and FCC regulations and orders pursuant thereto.

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31<sup>st</sup> of the preceding calendar year. The License Fee shall be paid no later than March 15<sup>th</sup> of each year during the term of this License.

6.4. *Limitation on Actions:* The period of limitation for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by the Licensee is due.

6.5. *Method of Payment:* All License Fee payments by the Licensee to the City pursuant to this License shall be made payable to the City and deposited with the City Treasurer.

6.6. *Other Payment Obligations and Exclusions:* Subject to Section 622(g)(1) of the Communications Act, the License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliate shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments herein.

6.7. *Affiliates Use of System:* Use of the Cable System by any Affiliates of the Licensee shall be in compliance with applicable State and/or federal laws.

## 7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

7.2. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

## **8. REPORTS AND RECORDS**

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect at an office of the Licensee the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the City during Licensee's regular business hours and on a reasonable and non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the City. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's designated offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with applicable law, including public records law if applicable, to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this License to the extent they are designated as such by the Licensee. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* The Licensee shall at all times maintain:

8.2.1. Records of all written Complaints for a period of three (3) years after receipt by the Licensee.

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5. A map showing the area of coverage for the provisioning of Cable Services.

8.3. *Dual Filings*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the City.

8.4. *Proof of Performance Tests*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of proof of performance tests required by applicable law.

8.5. *Annual Performance Review*: The Issuing Authority or its designee may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review the Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall provide the Licensee with thirty (30) days advance written notice of such evaluation session. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion of such evaluation session.

8.6. *Quality of Service*: If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the City, then, after notice to the Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report in writing on the performance of the Cable System.

## 9. INSURANCE AND INDEMNIFICATION

### 9.1. Insurance:

9.1.1. The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of four million dollars (\$4,000,000) per occurrence for property damage and bodily injury and four million dollars (\$4,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the City.

9.1.1.2. Automobile Liability Insurance in the amount of four million dollars (\$4,000,000) combined single limit for each accident for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 disease-policy limit.

9.1.2. The City shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. Upon receipt of notice from its insurer(s) the Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

9.1.5. Upon written request, the Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage, including without limitation damage to Persons or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the City up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within a period of time reasonably sufficient to allow Licensee to timely move to dismiss or answer the claim provided that such time of notice does not otherwise prejudice the Licensee's ability to defend the claim or action.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the City by selecting counsel of the Licensee's choice to defend the claim, subject to the consent of the Issuing Authority, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Issuing Authority, the Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement includes the release of the City and the Issuing Authority does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

9.2.3. To the extent permitted by applicable law, the City shall indemnify and hold harmless the Licensee against all damages, liabilities or claims resulting from or arising out of the willful misconduct or negligence of the City.

9.3. *Performance Bond.* The Licensee shall maintain, without charge to the City, throughout the term of the License a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the State in the sum of fifty thousand dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of

the obligations imposed by this License. The performance bond shall be effective throughout the term of this License and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, upgrade, maintenance and/or operation of the Cable System, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to Article 11 below. Said bond shall be a continuing obligation of this License, and thereafter until the Licensee has satisfied all of its obligations to the City that may have arisen from the grant of the License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 9.3 within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the City recoverable under the bond. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the License. Recourse by the City of remedies available under this Section 9.3 shall not be exclusive of other lawful remedies available to the City at law and equity. Said bond shall be substantially in the form of **Exhibit C** attached hereto. Neither this Section 9.3, any bond accepted pursuant hereto, nor any damages recovered thereunder shall limit the liability of the Licensee under this License.

#### **10. RENEWAL OF LICENSE**

The Issuing Authority and the Licensee agree that any proceedings undertaken by the City that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, and M.G.L. Chapter 166A. The City, by the Issuing Authority or its designee, shall notify the Licensee of any ascertainment proceedings conducted pertaining to the Licensee pursuant to Section 626 of the Communications Act, and shall provide the Licensee with a copy of the record of such proceeding.

#### **11. ENFORCEMENT AND TERMINATION OF LICENSE**

11.1. *Notice of Violation:* If at any time the Issuing Authority believes that the Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice").

11.2. *The Licensee's Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured

within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, continue such efforts until said noncompliance is cured, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee's efforts and progress to remedy such noncompliance. Upon a jointly agreed upon cure of any noncompliance by the Issuing Authority and the Licensee, the Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

11.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures set forth in Section 11.2 above, and if the Issuing Authority seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing and whether revocation of this License is a possible consequence. At any designated public hearing where revocation of this License is not a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. At any designated public hearing where revocation of this License is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also have the right to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete record shall be made of such hearing. Within thirty (30) days of the close of the hearing, the Issuing Authority shall issue a written determination of its findings.

11.4. *Enforcement:* In the event the Issuing Authority, after the public hearing set forth in Section 11.3 above, determines that the Licensee is in default of any provision of this License, the Issuing Authority may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

11.4.2. Commence an action at law for monetary damages or seek other equitable relief;

11.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above;

11.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 11.5; or

11.4.5. Invoke any other lawful remedy available to the City.

11.5. *Revocation:* In the event that the Issuing Authority determines that it will revoke this License pursuant to Section 11.4 above, the Licensee may appeal such written determination of the Issuing Authority to an appropriate court or to the Cable Division, which shall

have the power to review the decision of the Issuing Authority consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the court or Cable Division finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

## 12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the City or the Licensee that is taken pursuant to the terms of this License, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

12.3. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns.

12.4. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

12.5. *Force Majeure:* If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in violation or default during the continuance of such inability.

12.6. *Acts or Omissions of Affiliates:* During the term of this License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's operation of the Cable System to provide Cable Services in the City.

12.7. *Warranties:* Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents, if any, and is authorized and has secured all consents which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this License.

12.8. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the City or Issuing Authority required under this License. Said electronic transfer must be in the form, including necessary explanatory information and documentation, and to the account, all as reasonably required by the City or Issuing Authority.

12.9. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to the Licensee shall be mailed to:

Verizon New England Inc.  
6 Bowdoin Square  
10<sup>th</sup> Floor  
Boston, MA 02114  
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon  
1300 I St. NW  
Suite 500 East  
Washington, DC 20005  
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

City of Melrose  
Office of the Mayor  
562 Main Street  
Melrose, MA 02176  
Attention: Mayor

With a copy to the City Attorney mailed to:

City of Melrose  
City Attorney  
City Hall  
562 Main Street  
Melrose, MA 02176

12.10. *Entire Agreement:* This License and the Exhibits hereto constitute the entire agreement between the Licensee and the Issuing Authority and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof and can be amended or modified only by a written instrument executed by both parties.

12.11. *Captions*: The captions and headings of articles and sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

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

12.13. *Recitals*: The recitals set forth in this License are incorporated into the body of this License as if they had been originally set forth herein.

12.14. *No Recourse Against Issuing Authority*: Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. § 555a(a)), the Licensee shall have no recourse against the Issuing Authority, the City and/or its officials, members, employees or agents other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this License

12.15. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the City or any third party. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

12.16. *Interpretation*: The Issuing Authority and the Licensee each acknowledge that it has received independent legal advice in entering into this License. In the event that a dispute arises over the meaning or application of any term(s) of this License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the License.

12.17. *No Third Party Beneficiaries*: The provisions of this License are for the benefit of the Licensee and the Issuing Authority and not for any other Person.

12.18. *Counterparts*: This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

**[SIGNATURE PAGE FOLLOWS]**

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CITY OF MELROSE  
By its Mayor, as Issuing Authority

VERIZON NEW ENGLAND INC.



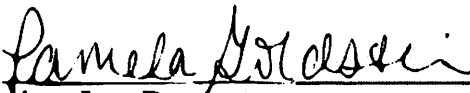
By: \_\_\_\_\_  
Paul Brodeur, Mayor

By: \_\_\_\_\_  
Kevin M. Service, Senior Vice  
President of Operations – Consumer and  
Mass Business Markets

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
William August, Esq.  
Epstein & August, LLP  
Counsel to the City of Melrose

  
\_\_\_\_\_  
Verizon Law Department  
6/13/22

AGREED TO THIS 24<sup>th</sup> DAY OF JUNE, 2022.

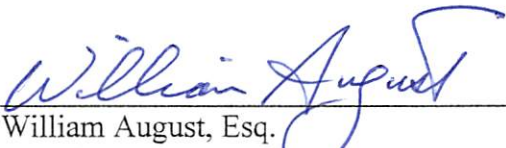
CITY OF MELROSE  
By its Mayor, as Issuing Authority

By:   
Paul Brodeur, Mayor

VERIZON NEW ENGLAND INC.

By: \_\_\_\_\_  
Kevin M. Service, Senior Vice  
President of Operations – Consumer and  
Mass Business Markets

Approved as to Form:

  
William August, Esq.  
Epstein & August, LLP  
Counsel to the City of Melrose

Approved as to Form:

\_\_\_\_\_  
Verizon Law Department

**EXHIBITS**

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE  
SUBJECT TO SECTION 3.3

EXHIBIT B – GROSS REVENUE REPORTING FORM

EXHIBIT C – FORM OF PERFORMANCE BOND

**EXHIBIT A**  
**PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE**  
**PURSUANT TO SECTION 3.3**

City Hall (562 Main Street)  
Fire Headquarters (576 Main Street)  
Fire Engine 2 (206 Tremont Street)  
Fire Engine 3 (East Foster Street)  
Police Department. (56 West Forest St.)  
Public Library (69 West Emerson Street)  
Memorial Hall (590 Main Street)  
DPW City Yard (72 Tremont Street)  
Council on Aging (235 West Foster Street)  
Milano Senior Center (201 West Foster Street)  
Wyoming Cemetery (205 Sylvan Street)  
Parks and Recreation Department (100 Slayton Road)  
MMTV (360 Main Street)  
High School (360 Lynn Fells Parkway)  
Middle School (350 Lynn Fells Parkway)  
Franklin School (16 Franklin Street)  
Beebe School (263 West Foster Street)  
Hoover School (37 Glendower Road)  
Lincoln School (80 West Wyoming Street)  
Horace Mann School (40 Damon Avenue)  
Early Learning Center (94 Lebanon St.)  
Roosevelt School (253 Vinton Street)  
Winthrop School (162 First Street)  
Maintenance Department (159 Tremont Street)

**EXHIBIT B**

**GROSS REVENUE REPORTING FORM**

---

**PEG Report 1st Quarter [YEAR]**

---

***Sample City***

*Verizon - fBA*

*MA*

**PEG Fee Rate:**                    %

---

	MONTH	MONTH	MONTH	QUARTER TOTAL
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)				
Usage Based Charges (e.g. Pay Per View, Installation)				
Advertising				
Home Shopping				
Late Payment				
Other Misc. (Leased Access & Other Misc.)				
License Fee Billed				
PEG Fee Billed				
Less:				
Bad Debt				
Total Receipts subject to PEG Fee Calculation				
PEG Grant Before Adjustment				
Adjustment				
PEG Grant				

---

Verizon New England Inc. is hereby requesting that this information be treated as confidential and proprietary business information in accordance with the terms of the Cable Television Renewal License granted to Verizon New England Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

## EXHIBIT C

### FORM OF PERFORMANCE BOND

Franchise Bond  
Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Oblige), in the full and just sum of Fifty Thousand Dollars (\$50,000), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal and Oblige have entered into a License Agreement dated \_\_\_\_\_ 2022 which is hereby referred to and made a part hereof.

**WHEREAS,** said Principal is required to perform certain obligations under said Agreement.

**WHEREAS,** the Oblige has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

**PROVIDED HOWEVER,** that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Oblige shall deliver to Surety a written statement of the details of such default within 30 days after the Oblige shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This Bond shall be effective \_\_\_\_\_, 20\_\_\_\_, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Oblige not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Oblige.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

**This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.**

IN WITNESS WHEREOF, the above-bounded Principal and Surety have hereunto signed and sealed this bond effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Principal**

**Surety**

By: \_\_\_\_\_

By: \_\_\_\_\_, Attorney-in-Fact

Accepted by Obligee: \_\_\_\_\_  
(Signature & date above - Print Name, Title below)

**GRANT AGREEMENT BETWEEN THE CITY OF MELROSE AND  
MELROSE MASSACHUSETTS TELEVISION, INC. (“MMTV”)**

This Grant Agreement (“Agreement”) is made this 24<sup>th</sup> day of JUNE, 2025 by and between the Issuing Authority of the City of Melrose, Massachusetts (hereinafter referred to as the “City” or “Issuing Authority” or “Melrose”) and the Board of Directors of Melrose Mass. Television Inc. (hereinafter referred to as “MMTV”), a non-profit, charitable purpose 501(c)(3) tax-exempt corporation duly established under the laws of the Commonwealth of Massachusetts.

WHEREAS, the City, through its Mayor as Issuing Authority for grant of cable television licenses(s) pursuant to M.G.L. Chapter 166A, granted a Cable Television Renewal License (“License”) to Verizon New England Inc. (“Verizon” or “Licensee”) effective June 27, 2022 and expiring on June 26, 2027 and is currently in the license renewal period pursuant to Section 626 of the Cable Act; and

WHEREAS, the City, through its Mayor as Issuing Authority for grant of cable television licenses(s) pursuant to M.G.L. Chapter 166A granted a Cable Television Renewal License (“License”) to Comcast Cable Communications Management, LLC (“Comcast” or “Licensee”) effective March 1, 2023 and expiring on February 28, 2033.

WHEREAS, the Issuing Authority of the City and the Board of Directors of MMTV wish to reach agreement regarding MMTV operating Public, Educational and Government (“PEG”) Access services, equipment and programming on the Licensee provided Melrose PEG Access Channels, consistent with and to carry out MMTV’s nonprofit charitable and educational purposes for the primary benefit of the general public and community at large,

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

## SECTION 1---DEFINITIONS

For the purpose of this Agreement, the following words, terms, phrases and their derivations shall have the meanings given herein, unless context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

1. Access: (i) The right or ability of any Melrose resident and/or any Persons affiliated with a Melrose institution to use the designated Public Access facilities, equipment and/or Public Access channels of the respective Cable Television System for Public Access Programming, including by and through the Access Corporation (ii) the right or ability of the City of Melrose and/or its designee(s), including the Access Corporation to use the designated Government Access channels of the respective Cable Television System for Government Access Programming, and (iii) the right or ability of the City of Melrose or, as designated, including by the Melrose Public Schools and/or the Access Corporation for Educational Access Programming, to use the Educational Access channels for Educational Access Programming, all subject to the conditions and procedures established for such use herein and 47 U.S.C. 531, as applicable.
2. Access Channel: A video channel which the Licensee shall make available to the City of Melrose and/or its PEG Access Designee without charge, for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Issuing Authority and in accordance with the terms of the License.
3. Access Corporation: The nonprofit, charitable purpose 501(c)(3) tax exempt entity, designated by the City of Melrose, for the purpose of receiving, operating and managing use of PEG Access funding, equipment, channels facilities, training and programming for Melrose Subscribers subject to applicable law and the terms herein.
4. Cable Act: shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), as amended.
5. Cable Television System or Cable System: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. §522(7)
6. Issuing Authority: The Mayor of the City of Melrose, Massachusetts.
7. PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
7. PEG Access Channels: Any channel(s) made available for the presentation of PEG Access programming.
8. MMTV: The acronym for the Melrose Massachusetts Television, Inc., the PEG Access Corporation.

9. Subscriber: Any Person, firm, corporation or other entity who of which elects to subscribe to, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, the Cable Television System.
10. City: The City of Melrose, Massachusetts.
11. Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System headend.

## **SECTION 2---TERM**

This Agreement shall be effective from its execution through February 28, 2033.

## **SECTION 3---DESIGNATION**

Subject to the requirements of Sections 4 and 5 below, the Issuing Authority hereby designates MMTV as a designated PEG Access Corporation to provide services to PEG Access Users subject to the terms as provided herein.

## **SECTION 4---PERIODIC REPORTING**

- (1) On an annual basis, and within thirty (30) days of filing its Annual Report (Form PC) to the Massachusetts Attorney General's office, MMTV shall provide a written report to the Issuing Authority which shall include the following:
  - (a) A copy of MMTV's most recent Annual Report (Form PC) filed with the Attorney General's Office;
  - (b) Year end financial statements, audited by an independent CPA;
  - (c) Hours of programming and cablecast by categories of public, educational and governmental programming categories;
  - (d) Notable Events, Actions and Programs;
  - (e) Training classes offered; and
  - (f) Any other documentation and/or items mutually agreed upon by the parties hereto.
- (2) Upon written request and notice by the Issuing Authority and subject to applicable law, if any:
  - (a) Previous year's budget and actual expenditures summaries;
  - (b) Upcoming year's budget;

- (c) Three Year Budget Plan;
- (d) MMTV Policies and Procedures, with any changes thereto from the previous year highlighted. Meeting minutes for all regular meetings of MMTV's Board of Directors.
- (e) Filings to the State and federal government, including, but not limited to, Change of Directors and/or Officers; instruments of restatement of articles of incorporation; by-laws; dissolution; and any other corporate filings.
  
- (f) Any other documentation and/or items mutually agreed upon by the parties hereto.

(3) MMTV shall, subject to applicable law, cooperate in answering questions from the Issuing Authority regarding reporting and compliance required under this Agreement and applicable law.

### **SECTION 5--- MMTV MEETING WITH THE ISSUING AUTHORITY / LICENSE RENEWAL AND AMENDMENT**

Upon written request MMTV shall meet with the Issuing Authority for the purpose of reviewing MMTV's operations, budget and/or programming. Each party shall provide to the other party such information as is reasonably requested, consistent with any applicable law, with respect to this Agreement, including with respect to the Licenses, their status, implementation and, as applicable, renewal. During a License renewal and/or amendment process, the Issuing Authority will seek the input of MMTV and will endeavor to reasonably inform MMTV regarding such to the extent the Issuing Authority determines it to be related to the purposes or terms of this Agreement and consistent with applicable law.

### **SECTION 6---ACCESS CORPORATION OBLIGATIONS**

MMTV shall provide noncommercial PEG Access services and/or programming to PEG Access Subscribers and/or Users, as applicable and the City in a manner that carries out the nonprofit charitable purposes of benefiting the general public as set forth in this Agreement, MMTV's nonprofit Articles of Organization and applicable law, consistent with the funds provided to MMTV pursuant to this Agreement and the reasonable availability of access personnel, as follows:

1. Schedule, operate and program the PEG Access Channels provided in accordance with Section 7 below;
2. Manage annual funding, pursuant to Section 8 below and this Agreement, and subject to applicable law;
3. Purchase, Maintain and/or lease equipment, with the funds and equipment allocated for such purposes in Sections 9 and 10 below and subject to this Agreement and applicable law;
4. Operate and maintain a nonprofit, noncommercial PEG Access studio in the City for Melrose for PEG Access users in accordance with this Agreement;

5. Conduct periodic training programs for Melrose residents and members of Melrose-based organizations in the skills necessary to produce PEG Access programming;
6. Provide access to production and post-production equipment and facilities, and technical assistance, to PEG Access users, in accordance with MMTV Policies and Procedures;
7. Establish rules, procedures and guidelines for the use of the PEG Access Channels, including the requirement for PEG Access users (other than minors 18 years of age and younger) to assume responsibility for program-based liability, including liability for copyright infringement or defamation;
8. Engage in publicity, outreach, referral and other activities to support PEG Access subject to limitations applicable to nonprofit 501(c)(3) organizations;
9. Provide coverage for key City meetings and elections at locations determined by the City. This shall include all City Council and School Committee meetings, subject to MMTV having designated access to use of City building space for installation and storage of equipment necessary for support of these meetings and services provided by MMTV as more specifically agreed to by the City and MMTV. All other meetings shall be covered, upon request of the Issuing Authority, subject to the funding and availability of equipment, facilities, personnel.
10. Accomplish such other tasks relating to the operation, maintenance, scheduling and/or management of the PEG Access Channels, facilities and equipment as MMTV may consider appropriate and necessary subject to the funding and availability of equipment, facilities, and personnel.

### **SECTION 7---PEG ACCESS CHANNELS**

(1) MMTV shall have the responsibility for managing, scheduling, operating and programming three (3) dedicated Downstream PEG Access Channels subject to the terms of this Grant Agreement, applicable law, and the availability of funding, as follows:

- i. One Downstream PEG Access Channel shall be designated the Public Access Channel, but such Channel may be used for Educational and Governmental Access programming, if and when appropriate.
- ii. One Downstream PEG Access Channel shall be designated the Educational Access Channel. MMTV shall work cooperatively with the Melrose School Department to generate programming for the Educational Access Channel.
- iii. One Downstream PEG Access Channel shall be designated the Government Access Channel. MMTV shall work cooperatively with the Mayor, City Council and School Committee and other city departments to generate programming for the Government Access Channel.

(2) MMTV shall provide a programming schedule for the PEG Access Channels on its website and in such other additional electronic formats and forums as MMTV deems warranted or useful for informing the public, and upon an e-mail or written request of a Melrose resident, business or community group or the City with respect to specified programming dates.

(3) Notwithstanding MMTV's role managing and operating the Educational and Government Access channels in accordance with this Grant Agreement, the Issuing Authority retains ultimate control over the cablecasting of programming on the Educational and Government Access channels.

### **SECTION 8---ANNUAL FUNDING FOR PEG ACCESS**

(1) The City of Melrose currently receive five percent 5% of Verizon's and Comcast's Gross Annual Revenues, as defined in and subject to limitations contained in the respective Licenses or going forward as a result of applicable law, each year for PEG Access Channel Operating support or other PEG Access Channel costs and expenses ("PEG Access Support"). As long as these Licenses continue and the City continues to receive a % of Verizon and Comcast's Gross annual revenues, that funding, when received by the City, shall be distributed (after subtraction off the top for legal expenses/costs related to cable-license renewals) as follows:

- (i) In order to fulfill its obligations pursuant to Section 6 supra, MMTV shall receive seventy-five (75%) of the PEG Access Support funding received by the City pursuant the Verizon and Comcast Licenses.
- (ii) The City will retain and utilize twenty-five percent (25%) of the PEG Access Support received by the City from the Verizon and Comcast Licenses for distribution to the Melrose Public Schools for PEG Access purposes subject to applicable law.

(2) The payments to MMTV from the City as specified in paragraph (1)(i) above shall be made on a semi-annual basis.

(3) The PEG Access Support received by MMTV may also be used for PEG Access facility and capital needs.

### **SECTION 9--- CAPITAL FUNDING FOR PEG ACCESS EQUIPMENT**

Pursuant to the respective Licenses, the City will receive a PEG grant to be used for PEG Access Capital funding purposes. . That funding will be distributed, subject to receipt and availability of funding in accordance with applicable law and this Agreement, to MMTV.

In any of said years, the City shall designate such equipment/capital improvements to MMTV in writing, and the City and MMTV shall discuss how and when MMTV shall provide such equipment/capital improvements.

### **SECTION 10 --FUNDING AND APPLICABLE LAW**

(1) Any City or Issuing Authority obligations to allocate operating or capital funding to MMTV under this Agreement or the Renewal License are (1) subject to and wholly contingent upon (1) the Licensee(s)' payment of same in accordance with the applicable Cable License in effect during the term of this Agreement and applicable law; and (2) are subject to requirements, if any, of the Commonwealth of Massachusetts or its agencies and subdivisions, including the Department of

Revenue, with respect to appropriation of such license funds. If and to the extent the cable licensee(s) does not make such payments, or in the event such licensee(s) terminates and/or abandons its license(s) resulting in nonpayment thereunder, or if funds are not appropriated in accordance with law and DOR requirements, then the City shall have no liability for such funding except to the extent such funds are received and appropriated. Correspondingly, the funding under and as set out in this Agreement is a condition precedent to MMTV's fulfillment of its obligations under this Agreement.

(2) In the event of any change of law, or implementation of existing law, causing the cable licensee(s) to offset in-kind benefits or license obligations against franchise fees (license fees) payable to the City for PEG Access under the respective Licenses, the City will not be responsible for making up or in any way compensating for such Licensee-imposed reductions in payments if any. The City shall, however, review any such offset by a Licensee and work to remedy any incorrect or unjustified offset, and shall keep MMTV updated and informed about any such review and/or remedial action(s).

(3) In the event Licensee does reduce franchise fee payments to the City as a result of the offset of the value of license benefits against franchisee fees due in compliance with applicable law and regulation, the remaining net payment to and received by the City shall be distributed as between the Access Corporation and Schools in the same proportion as currently distributed between Access Corporation and the Schools as set out in this Agreement. In the event thereof, the obligations of MMTV under this Agreement shall be proportionally reduced.

## **SECTION 11---ADDITIONAL FUNDING SOURCES**

(1) Given the downward trend in the number of cable subscribers and cable revenues and given the importance of PEG Access operations and programming, the parties agree to negotiation in good faith with respect to any amendments to this Agreement needed to provide alternative and/or additional funding to MMTV arising from changes or additions to federal and/or state law making PEG Access operating and/or capital funds available, including with respect to such funds arising from or otherwise derived from streaming services.

(2) Nothing in this Agreement shall prohibit MMTV from obtaining funding from other sources in a lawful manner, including, but not limited to, fundraising activities, consistent with its obligations as a nonprofit corporation duly established under Chapter 180 of the laws of the Commonwealth of Massachusetts and operating as a tax exempt charitable and educational organization in accordance with Section 501(c)(3) of the Internal Revenue Code.

## **SECTION 12—UNDERWRITING AND ACKNOWLEDGMENTS/ FUND RAISING AND ADDITIONAL RELATED SERVICES**

(1) Nothing in the Agreement shall prohibit MMTV from including an appropriate underwriting acknowledgment before or after a public (but not government or educational) Access program to

the extent consistent with requirements applicable to underwriting acknowledgments by nonprofit 501(c)(3) organizations and otherwise not prohibited by applicable law, including Chapter 180 of the Massachusetts General Laws applicable to non-profit corporations and or the terms of a License. With respect to Government and Educational Access programming, MMTV may, if providing closed captioning, acknowledge underwriting support to MMTV for said purpose, unless otherwise notified in writing by the Issuing Authority and/or Melrose Public Schools that such acknowledgement on Government and/or Educational Programming of such underwriting support, as a general matter, is not in the best interest of the City and/or Public Schools.

(2) MMTV may charge a reasonable fee for the following services: (i) services customarily provided to Access Users by a PEG Access corporation for a fee; and (ii) services provided to third parties for a fee, including streaming of access programming consistent with requirements applicable to a nonprofit 501(c)(3) organizations and not otherwise prohibited by applicable law.

### **SECTION 13---OWNERSHIP AND CONTROL**

(a) To secure all of its obligations under this Agreement, MMTV hereby grants to the City, a security interest in all of the assets and interests owned or hereafter acquired by MMTV through the provisions provided in Sections 8 and 9 above, and the proceeds thereof, including but not limited to, deposit accounts and inventory, and all equipment and fixtures, that are or were acquired with funds provided by the City. MMTV agrees to take all steps reasonably requested by the Issuing Authority or its municipal designee to perfect and enforce the City's security interest, including the execution and processing of financing statements and continuation statements under the Massachusetts Uniform Commercial Code. MMTV shall also notify any institution with which it now or hereafter maintains any deposit account of the existence of the City's security interest in the account.

(b) All such assets and interests shall at times remain under the exclusive control of MMTV. MMTV shall have the right to determine appropriate rules, procedures guidelines for the use of said equipment and to amend such rules, procedures and guidelines from time to time; provided, however, that MMTV shall, upon written request of the Issuing Authority, provide the Issuing Authority with a copy of such rules, procedures and guidelines and any amendments thereto. In the event of dissolution of MMTV, all of such assets and interests referenced in paragraph (a) above shall become the property of the City and/or its designee(s) for PEG Access purposes.

(c) Upon the written request of MMTV, and if judged to be reasonable and appropriate by the Issuing Authority, the Issuing Authority shall agree to subordinate the City's interest to finance the purchase of equipment or property. Such subordination shall only be with respect to the specific equipment or property that MMTV might wish to finance.

### **SECTION 14---PEG ACCESS PROGRAMMING**

In programming the PEG Access Channels, MMTV shall comply with all federal and State laws and regulations. Neither the City, the Issuing Authority nor any other governmental entity shall have authority to control the content of programming places on the Public Access channel so long as such programming is lawful. Public Access programming is subject to lawful scheduling

practices and MMTV policies and procedures. MMTV will promote and enforce policies and procedures which are designed to promote local use of the channel(s) and make PEG Access facilities and equipment and programming opportunities accessible to Access Users to provide for, promote and/or manage the use of PEG Access Channels, equipment and facilities, consistent with such time, manner, and place regulations, including safe harbor and scheduling provisions. Programming produced by or for MMTV, whether by a staff member, Access member or other person, as contrasted with Public Access Programming produced by a Public Access member for Public Access purposes, is subject to the purview and control of MMTV.

### **SECTION 15---INDEMNIFICATION**

MMTV shall, at its sole cost and expense indemnify and hold harmless the Issuing Authority, the City, its officials, boards and employees against any and all claims arising out of a negligent act or omission of MMTV, its officers, employees or volunteers with respect to: (i) the use of the PEG Access studio or PEG Access equipment or facilities, (ii) Public Access programming cablecast over the PEG Access Channels, (iii) MMTV employees, agents and volunteers work in City buildings for PEG Access operations or programming, (iv) injury to persons or property, libel, slander, unlawful invasion of privacy rights from PEG Access Programming, and (v) non-compliance with applicable laws and lawful rules or regulations, including unauthorized use of copyrighted material(s).

### **SECTION 16---INSURANCE**

- (a) MMTV shall carry at its cost and expense the following insurance:
- (i) Commercial General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000) for bodily injury or death of any one person or property damage resulting from any one occurrence and Three Million Dollars (\$3,000,000) for such coverage in the aggregate, including for claims arising out of the use of the PEG Access studio or arising out of or in connection with the use of the PEG Access equipment or facilities. The coverage amounts set forth herein may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.
  - (ii) Business Personal Property Insurance insuring MMTV 's insurable equipment at the PEG Access studio for theft, loss and damage, subject to reasonable availability and cost and to MMTV's determination(s) balancing the cost/benefit of such insurance with respect to any specific equipment.
  - (iii) Workers' Compensation in the minimum amount of the Massachusetts statutory limit.
  - (iv) MMTV shall secure such other insurance as maintained by non-profit PEG Access Corporations of similar size in the Commonwealth of Massachusetts, if any, as may

be found by the Issuing Authority to be necessary to reasonably protect the financial interests of the City, subject to reasonable availability and cost.

- (b) All insurance shall be with responsible companies qualified to do business in Massachusetts. An insurance certificate for the applicable insurance shall be provided by MMTV to the Issuing Authority upon the execution of this Agreement and thereafter within twenty-one (21) days of receipt by MMTV of a replacement or new insurance certificate. The failure of MMTV to provide a subsequent insurance certificate to the City shall not be deemed to be a violation of this Agreement if the underlying insurance was in place, but rather shall be remedied by MMTV providing the applicable insurance certificate to the City within twenty-one days (21) of a written request by the City to do so. Upon written request of the City, a complete copy of the requested insurance policy shall be given to the City for its review and records within twenty-one (21) days of such request. No insurance certificates shall be cancelled without a minimum of thirty (30) days prior written notice to the City by the applicable insurer or MMTV.
- (c) MMTV shall secure such other insurance as maintained by television facilities and channels, if any, as may be found by the Issuing Authority to be necessary to reasonably protect the interests of the City and its residents.

### **SECTION 17---ASSIGNMENT**

MMTV shall have no right to assign or sublet its rights regarding the PEG Access studio, the annual funding and/or PEG Access funding and/or equipment under this Agreement without the advance, express, written consent of the Issuing Authority. However, this prohibition shall not prevent or otherwise restrict MMTV from combining or working with another non-profit PEG Access entity, including on a regional basis, subject to the advance, express, written consent written of the Issuing Authority.

### **SECTION 18---INDEPENDENT CONTRACTOR**

It is understood and agreed that MMTV, a non-profit 501(c)(3) corporation established and governed pursuant to Chapter 180 of the Massachusetts General Laws, is an independent contractor and that no relationship of principal/agent or employer/employee exists between the City and MMTV. In the performance of this Agreement all third persons employed by MMTV, shall be entirely and exclusively under the control, direction and supervision of MMTV. All terms of employment, including hours, wages, withholding(s), benefits, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by MMTV and the City shall have no right or authority over such terms of employment.

### **SECTION 19---TERMINATION OF AGREEMENT BY CITY / DISSOLUTION OF THE ACCESS CORPORATION**

- (a) The Issuing Authority may terminate this Agreement for material breach of this Agreement by MMTV; provided, however, that the Issuing Authority shall give MMTV (i) advance,

written notice specifying, in reasonable detail, such breach and (ii) sixty (60) days from the date of such written notice to cure any such breach. The result of such termination by the Issuing Authority shall be that MMTV shall no longer be the designated Access Corporation, however the City shall provide PEG Access Support pursuant to Section 8 above corresponding to the period of time prior to the effective date of the termination in order for MMTV to meet its lawful and reasonable contractual and employee obligations incurred prior to the date of termination.

(b) The Issuing Authority may terminate this Agreement in the event that: (i) MMTV engages in malfeasance, misfeasance or misappropriation or misuse of funds, or MMTV fails to obtain or loses, once attained, its federal 501(c)(3) status, or (ii) MMTV fails to maintain a status of a Corporation in Good Standing with the Commonwealth of Massachusetts or the U.S. Internal Revenue Service without prompt remedy thereof.

(c) In the event that MMTV is dissolved during the term of this Agreement, and/or the Issuing Authority terminates this Agreement with MMTV pursuant to paragraph (a) and/or (b) above, the Issuing Authority shall have the absolute right to designate another entity, including the City itself, to provide PEG Access Programming in the City. Any such successor PEG Access organization shall then assume all of the benefits and obligations contained herein, and all then-existing deposit accounts, inventory and equipment of any kind or manner owned by MMTV and/or the City having been purchased with funds provided by the City, including pursuant to this Agreement, shall become the property of the City and/or transferred to such successor organization to provide PEG Access Programming in the City, as directed by the Issuing Authority in writing.

## **SECTION 20---TERMINATION OF AGREEMENT BY MMTV**

MMTV may terminate this Agreement for material breach of this Agreement by the City, provided however, that MMTV shall give the City (i) advance, written notice specifying, in reasonable detail, such breach and (ii) sixty (60) days from the date of such written notice to cure any such breach. The result of such termination by the MMTV shall be that MMTV shall no longer be subject to obligations going forward pursuant to this Agreement.

## **SECTION 21---NONDISCRIMINATION**

MMTV shall not unlawfully discriminate against any Person in any of its PEG Access activities on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status or status with regard to public assistance or as otherwise applicable pursuant to federal and State laws or regulations.

**SECTION 22---NOTICE**

(a) Every notice to be served upon the City shall be delivered, or sent by certified mail, to the Mayor, Issuing Authority of the City of Melrose, 562 Main Street, Melrose, MA 02176, or such other address as the Issuing Authority may specify in writing to MMTV.

(b) Every notice to be served upon MMTV shall be delivered, or sent by certified mail, to the Executive Director of MMTV at 360 Main Street, Melrose, MA 02176, or such address as MMTV may specify in writing to the City.

(c) The parties may, at any time, agree to substitute electronic mail for delivery or certified mail for the service of any notice or notices, subject to memorializing any such agreement by electronic mail.

(d) Whenever written notice of any public hearing relating to a Licensee Cable System, a License held by a Licensee or otherwise designated by the Issuing Authority is timely provided by the Issuing Authority to MMTV, MMTV shall cablecast notice of such hearing(s) by periodic announcement on a PEG Access Channel(s) designated by the City.

**SECTION 23---SEVERABILITY**

If any section, paragraph, term or provision of this Agreement that is not of significance to either a matter of financial consideration by or between the parties hereto or to another materially important part of this Agreement, whether financially or otherwise, is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have be deemed to have no effect on the validity of any other section, sentence, paragraph, term or provision of this Agreement, all of which shall remain in full force and effect for the term of this Agreement.

If any section, paragraph, term or provision of this Agreement is of significant materiality to either consideration to or from of one or both parties hereto or to another part of this Agreement is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, the parties agree to immediately enter into negotiations in good faith and make equitable amendments to restore the relative burdens and benefits of this Agreement.

**SECTION 24---ENTIRE AND COMPLETE AGREEMENT**

This Agreement constitutes the entire and complete Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings. This Agreement can be amended only by a written agreement between the parties.

**SIGNATURE PAGE**

In Witness Whereof, this Agreement is hereby agreed to by the Mayor of the City of Melrose and the Board of Directors of MMTV and the parties have hereunto set their hands this 24<sup>th</sup> day of JUNE, 2025

AGREEMENT BETWEEN CITY OF MELROSE AND THE BOARD OF MMTV

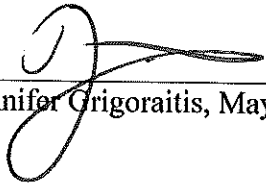
---

**The City of Melrose, MA**

By: Mayor Jennifer Grigoraitis  
(As Issuing Authority)

**MMTV**

By: Its President  
(As Authorized by the Board of Directors)



---

Jennifer Grigoraitis, Mayor



---

Dave Roh

**§ A-201. Offices and standards.**

- A. Generally. This part of the Administrative Code describes all multiple-member bodies whose members are appointed by the Mayor and further delineates manner and time of appointment, terms of appointment generally and authorities and responsibilities. The City's representatives to regional governmental boards and committees shall, unless the organic law establishing such a committee provides otherwise, be appointed by the Mayor.
- B. Multiple-member bodies and advisory committees.
- (1) This part of the Administrative Code lists and describes all current multiple-member bodies of the City. The Mayor may, by administrative order, reorganize, consolidate, create, merge, divide, or abolish multiple-member bodies of the City. Administrative orders establishing multiple-member bodies shall specify the following: membership, term of office and authorities and responsibilities. Multiple-member bodies are considered to be City agencies as that term is defined in the Charter.
  - (2) Advisory committees may be appointed by the Mayor from time to time for the purpose of assisting him or her in carrying out his or her responsibilities. Advisory committees, however, shall have no official authority on behalf of the City of Melrose and shall not be considered a board, commission, committee or subcommittee of the City of Melrose. Appointments to advisory committees are not subject to City Council approval or rejection.
- C. Method of appointment; removal; term of office.
- (1) The Mayor appoints all members of multiple-member bodies; provided, however, that appointments made by the Mayor shall become effective on the 45th day following the day on which notice of the proposed appointment is filed with the City Council, unless the City Council shall, within such period, by majority of the full City Council, vote to reject such appointment or has sooner voted to affirm it. All members of multiple-member bodies shall take the oath of office within four weeks of their appointment and must take the oath of office prior to entering upon the duties of their office. The City Clerk administers oaths of office.
  - (2) Members of multiple-member bodies shall be deemed to have vacated office if said member fails to attend regularly scheduled meetings for a period of three consecutive months without express leave from the chair of such multiple-member body or if such member is absent from such duties for the period of one year notwithstanding the permission from the chair to be absent.
  - (3) Unless otherwise provided by law, the terms of office of multiple-member bodies are arranged so that 1/3 of the terms or as nearly that number as may be possible shall expire each year; vacancies are filled in the same manner of appointment for the remainder of the term; length of term is three years and appointments are effective the first day of March and expire the last day of February. Numbers of members for multiple-member bodies will vary. Whenever a vacancy occurs on a multiple-member body because of death, resignation, removal from the City, removal by the Mayor or the pending expiration of a term for which a person has been appointed, public notice shall be given

indicating the title, the length of term, a brief description of duties and a general indication of the qualifications desired of candidates. Members may be removed by the Mayor for such cause as the Mayor deems sufficient in accordance with the provisions of Section 3-4 of the Charter.

- D. Annual reports. All multiple-member bodies shall prepare an annual report of their activities and submit it to the Mayor and the City Clerk on or before the fourth Friday in September. The annual report shall describe fiscal year activities for the year ending each June 30. Where required by state, regional and federal regulations, certain boards may be required to submit copies of their annual reports to appropriate state, regional and federal agencies.
- E. Multiple-member body internal organization; rules and regulations; setting charges and fees.
- (1) In order to acquaint new members of multiple-member bodies with the affairs which will come before them, the chair shall make available to each new member the minutes of the meetings of the two previous years and copies of any applicable laws, ordinances, rules, or regulations governing such multiple-member body.
  - (2) Each multiple-member body shall, at a minimum, annually elect from its membership a chair, vice chair and clerk, and such other officer or officers as are deemed necessary or as are required by statute. The annual election shall occur in March of each year. The Mayor and City Clerk shall be notified of the officers of each body upon their election.
  - (3) Each multiple-member body shall use Robert's Rules of Order and shall provide for the keeping of minutes. Such minutes shall be available for public inspection. The chair presides over all meetings of the multiple-member body and is the official representative of the multiple-member body in all proceedings before the City Council and other officials of the City. The vice chair performs the chair's functions in the absence of the chair. The clerk is responsible for the certification of the multiple-member body's meeting minutes, observance of the Open Meeting Law,<sup>1</sup> and maintenance of the journal of proceedings of the multiple-member body. If requested by any member, any vote shall be taken by a call of the roll and the vote shall be recorded in the journal provided. However, if the vote is unanimous, only that fact need be recorded. A majority of a multiple-member body shall constitute a quorum, but a smaller number may meet and adjourn from time to time. Regulatory multiple-member bodies shall make rules and regulations and adopt administrative processes for the proper function of activities under their care and control. Regulatory multiple-member bodies may set such charges and fees for services and the use of facilities as deemed appropriate. Such charges and fees shall be approved by the Mayor and the City Council. All aspects of financial management for all multiple-member bodies shall be prescribed by the City Auditor.
- F. Time and place of meetings. The clerk of each multiple-member body is responsible for notifying the City Clerk, on or before the first of April, of the regularly scheduled multiple-member body meeting times and dates for the ensuing calendar year. The notification shall also include a location for each regular meeting. This shall not prevent multiple-member bodies from amending the schedule or calling special meetings in addition to those regularly scheduled, provided that, in all instances, provisions of the Open Meeting Law are followed.

---

1. Editor's Note: See MGL c. 30A, §§ 18 to 25.

The City Clerk shall ensure posting of all meeting schedules, consistent with the Open Meeting Law.

- G. Authority to establish subcommittees. Each multiple-member body may, by a majority vote of its membership, establish subcommittees of the multiple-member body for the purpose of addressing a particular issue or issues. A report of their activities shall regularly be made to the full multiple-member body. Each subcommittee so established shall observe laws relevant to the keeping of public records, the Open Meeting Law, and any other applicable law, charter or administrative order.
- H. Multiple-member body meetings with City Council. The chair of each multiple-member body shall annually, upon election, meet with the chair of the respective City Council committee with which the multiple-member body has a relationship for the purpose of defining appropriate interaction and communication during the ensuing fiscal year. The meeting should establish the following: frequency and method of communications, official(s) or employee(s) responsible for communications, and multiple-member body and City Council committee roles in the development of ordinances.
- I. Authority of multiple-member bodies. Multiple-member bodies may be:
- (1) Advisory, wherein the body has no legal authority to promulgate rules or regulations, decide individual cases or enact policy;
  - (2) Regulatory, wherein the body has legal authority to promulgate rules and regulations, set charges and fees, decide individual cases and enact policy;
  - (3) Ministerial, wherein the body has legal authority to take actions which are essentially administrative in nature; or
  - (4) Combinations of advisory, regulatory, and ministerial.
- J. Eligibility for service. Any resident of Melrose, except an elected official, is eligible to be appointed to a multiple-member body. The residency requirement may be waived by the Mayor. Only where expressly authorized by the Charter, the Administrative Code, or General Law shall an officer or employee be appointed to serve on a multiple-member body. This limitation shall not apply to advisory committees, as further defined in Subsection B of this section.
- K. Clerical and other assistants. Subject to the appropriation of the necessary funds, a multiple-member body may employ such clerical and other assistants as it may, from time to time, require. The positions of persons so employed shall be classified and their rates of compensation shall be fixed in accordance with the provisions of the salary administration plan. They shall be subject to the supervision of the multiple-member body and shall perform such duties as it may prescribe. **[Added 8-21-2017 by Ord. No. 2018-4]**

### **§ A-203. Appeals, Board of.**

State law reference: MGL c. 41, § 81Z.

- A. Established. There shall be a Board of Appeals consisting of five members and up to two

associate members.

- B. Authorities and responsibilities. The Board of Appeals hears and decides individual cases brought by persons seeking relief from the requirements of the Zoning Ordinance, all as provided for by General Laws and by the City Zoning Ordinance.<sup>2</sup> Specifically, the Board hears and decides applications for variances from the Zoning Ordinance requirements. It also hears and decides applications for special permits and appeals relating to actions or refusals to act by the zoning enforcement officer. The Board has all of the other powers, duties and responsibilities that are given to zoning boards of appeal by the General Laws.
- C. The Board of Appeals is a regulatory multiple-member body of the City.

**§ A-206. Cable Television Commission.**

- A. Established. There shall be a Cable Television Commission consisting of three members.
- B. Authorities and responsibilities. The Cable Television Commission advises the Mayor on matters relating to the licensing and administration of a contract for cable television services in the City. Consistent with the cable television contract, the Commission may be designated by the Mayor to exercise certain authorities under the contract. The Commission provides a forum for citizen complaints and suggestions relating to the cable television services and refers subscriber complaints to the cable operator for appropriate resolution. The Commission meets not less than once each quarter for the purpose of reviewing cable contract compliance and advising on other licensing matters.
- C. The Cable Television Commission is an advisory multiple-member body of the City.

---

2. Editor's Note: See Ch. 235, Zoning.