



OLD NORTH BRIDGE

# TOWN OF CONCORD

TOWN HOUSE - P.O. BOX 535  
CONCORD, MASSACHUSETTS 01742

## Select Board Meeting

Monday, June 30, 2025 at 6:00 PM

Town House, Select Board Room, 22 Monument Square and via Zoom

### Join Zoom Meeting

<https://us02web.zoom.us/j/85175010709?pwd=eArYoenACNjRTa3Caem4iFwwce5YI7.1>

Meeting ID: 851 7501 0709

Passcode: 905480

Dial In Toll-Free: 833 928 4608

	Time	Agenda Item
I.	6:00 PM	Elect Select Board Officers
II.	6:05 PM	<i>Public Comment:</i> Public Comment is an opportunity for the public to address the Select Board on matters under consideration by the Select Board. Therefore, comments related to political campaigns are not appropriate. Public Comment is limited to up to 15 minutes, with no more than 3 minutes allocated to any one speaker. Public Comment is limited to items that are not on the agenda.
III.	6:20 PM	Consent Agenda: <ul style="list-style-type: none"> <li>i. Minutes: June 4, 2025</li> <li>ii. Town Accountant Warrants: June 5, 2025, June 12, 2025, June 18, 2025, June 26, 2025</li> <li>iii. Gift Acceptances: <ul style="list-style-type: none"> <li>a. From the Concord Free Public Library Corporation to the Archival Gift Fund for Staff Professional Development in the amount of \$1,342.00</li> <li>b. From the Friends of CCHS Swimming and Diving to the Beede Swim and Fitness Center for 8 new starting blocks valued at \$49,245 and a donation to cover the installation and ongoing maintenance of the blocks in the amount of \$43,757.21</li> </ul> </li> <li>iv. One Day Liquor Licenses: <ul style="list-style-type: none"> <li>a. Allison Shilling of the Concord Museum for Wines &amp; Malt Beverages Only for History Happy Hour event series from 6:30 PM – 8:30 PM held at the Concord Museum, 53 Cambridge Turnpike on the following dates: <ul style="list-style-type: none"> <li>- Thursday, July 24, 2025</li> <li>- Thursday, August 7, 2025</li> </ul> </li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>- Thursday, August 21, 2025</li> <li>b. Tom Wilson of the Wright Tavern for All Alcoholic Beverages for Beer Garden at the Wright Tavern: Cheers for Democracy and Happy Birthday to Henry David Thoreau on Saturday, July 12, 2025 from 11:00 AM to 7:00 PM held at 2 Lexington Road <ul style="list-style-type: none"> <li>- Requested Rain Date: Saturday, July 19, 2025</li> </ul> </li> <li>v. Request from the West Concord Junction Cultural District Committee to change their name to <b>West Concord Cultural District Committee</b></li> <li>vi. Committee Nominations: <ul style="list-style-type: none"> <li>i. Teresa Hubscher-Younger of 262 Central Street as an Associate Member to the Library Committee for a term to expire May 31, 2028</li> <li>ii. Barbara Ewen of 49 Adams Road to the Concord Cultural Council for a term to expire May 31, 2028</li> <li>iii. Adam Stark of 154 Lincoln Road, Unit 1 to the Economic Vitality Committee for a term to expire May 31, 2028</li> <li>iv. Doug Gifford of 562 Harrington Avenue to the 2229 Main Street Oversight Committee for a term to expire May 31, 2028</li> </ul> </li> </ul>
	6:20 PM	<p>Select Board Appointments:</p> <ul style="list-style-type: none"> <li>i. Paul Boehm of 11 Ridgewood Road as an Ex-Officio Non-Voting representative of the 2229 Main Street Advisory Task Force to the Land Use Working Group for a term to expire at the conclusion of the work outlined in the charge</li> <li>ii. Rob Almeida of 28 Commerford Road as the Planning Board representative to the Land Use Working Group for a term to expire at the conclusion of the work outlined in the charge</li> <li>iii. Lindsay Wolff of 41 Frances Street as a Full Member (current Associate Member) to the West Concord Advisory Committee with a term to expire May 31, 2027</li> <li>iv. Scott Akehurst-Moore of 86 Holden Wood Road as a Full Member (current Associate Member) to the Library Committee for a term to expire May 31, 2028</li> <li>v. Tom Claflin of 113 Hubbard Street as a Full Member (current Associate Member) to the Library Committee for a term to expire May 31, 2028</li> <li>vi. Reappoint Anita Tekle of 260 Virginia Road to the Concord Cultural Council for a second term to expire May 31, 2028</li> <li>vii. Retroactive reappointment for Bill Mrachek of 62 Rollingwood Lane to the Personnel Board for a <u>third term</u> to be exempted from APP 10 and permitted under the 2024 Personnel Bylaw for a term from May 31, 2024 to expire May 31, 2027</li> <li>viii. Reappoint Katherine Ryan of 109 Stone Root Lane to the Personnel Board for a second term to expire May 31, 2028</li> </ul>

		<ul style="list-style-type: none"> <li>ix. Reappoint Anne-Catherine Mauk of 199 Oak Hill Circle to the West Concord Junction Cultural District Committee for a first full term to expire May 31, 2028</li> <li>x. Reappoint Kerry Lafleur, Town Manager to the Concord Municipal Affordable Housing Trust for a second term to expire May 31, 2027</li> <li>xi. Reappoint Wendy Rovelli, Select Board to the Financial Audit Advisory Committee for a second term to expire May 31, 2026</li> <li>xii. Reappoint Bianca Taylor of 670 Lowell Road to the Financial Audit Advisory Committee for a second term to expire May 31, 2026</li> <li>xiii. Reappoint Katharine Berger of 60 Revolutionary Road to the Hugh Cargill Trust Committee for a second term to expire May 31, 2028</li> </ul> <p>Town Manager with Select Board Approval Appointments:</p> <ul style="list-style-type: none"> <li>i. Shelly Karlin of 60 Walden Terrace to the Climate Action Committee for a term to expire May 31, 2028 (was nominated on May 19, 2025 and due to clerical error was not appointed at following meeting)</li> <li>ii. Robert Shatten of 116 Indian Spring Road to the Climate Action Committee for a term to expire May 31, 2028</li> <li>iii. Mark Gailus of 62 Prescott Road to the Transportation Advisory Committee for a term to expire May 31, 2028</li> <li>iv. Lauren Meier of 36 Millrun Lane as a Full Member (current Associate Member) to the Historical Commission for a term to expire May 31, 2028</li> <li>v. Reappoint Nancy Nelson of 1695 Lowell Road as an Associate Member to the Historical Commission for a term to expire May 31, 2026</li> </ul>
IV.	6:25 PM	<p>Disclosure by Non-Elected Municipal Employee of Financial Interest as required by M.G.L. c. 268A, Section 19</p> <ul style="list-style-type: none"> <li>i. Matthew Johnson, Concord Municipal Affordable Housing Trust</li> </ul> <p>Presenter: Matthew Johnson, member of the Concord Municipal Affordable Housing Trust</p>
V.	6:30 PM	<p>Discuss and Vote on At-Large Representative to Nominate to the Land Use Working Group</p> <p>Presenter: Mark Howell, Select Board</p>
VI.	6:45 PM	<p>Public Hearing for the Renewal of the Comcast Franchise Agreement</p> <p>Presenters: Jason Bulger, Interim Chief Information Officer and Concord Municipal Light Plant Director, Julie Manoogian, Manger of Minuteman Media Network, Sue Buske of Buske Consulting, and Gregory Franks of Comcast</p>

VII.	7:00 PM	Background Discussion on Cellular Technology  Presenter: Jason Bulger, Interim Chief Information Officer and Concord Municipal Light Plant Director
VIII.	7:05 PM	Public Hearing for the application of a Small Cell Installation by AT&T at 1, 143 Sudbury Road  Presenters: Attorney Edward Pare of Brown Rudnick LLP representing AT&T
IX.	7:25 PM	Request for Permit to Remove Public Shade Tree Located at 138 Cresent Road  Presenters: Col. (Ret.) and Mrs. Vincent J. MacDonald, 138 Cresent Road; Aaron Miklosko, Superintendent of Highway and Grounds
X.	7:30 PM	Status Update on MCI Concord Scenarios and Recommendations  Presenter: Mark Howell, Select Board and MCI Concord Advisory Board Member
XI.	7:35 PM	Discuss and Vote to hold a Special Town Election on Tuesday, August 19, 2025 following affirmative votes under the following Annual Town Meeting Articles:  <ul style="list-style-type: none"> <li>- Article 8: Debt Exclusion for Road Maintenance</li> <li>- Article 13: Amenities Building</li> </ul> Presenter: Kaari Tari, Town Clerk
XII.	7:45 PM	Review Fiscal Year 2025 Select Board Goals and Discuss Fiscal Year 2026 Select Board Goals  Presenter: Mark Howell, Select Board
XIII.	8:05 PM	Discuss Fiscal Year 2026 Select Board Liaison Assignments  Presenter: Mark Howell, Select Board
XIV.	8:15 PM	Chair's Report
XV.	8:20 PM	Town Manager's Report
XVI.	8:30 PM	Select Board Liaison Reports
XVII.		Adjournment

*\* Times are approximate and subject to change*

**Upcoming Meetings:**

Monday, July 14, 2025

Monday, July 28, 2025

Monday, August 11, 2025



The Town of Concord endeavors to make public meetings accessible to all members of the community. To request a meeting accommodation or modification, please contact our ADA Coordinator Jessica Porter at [jporter@concordma.gov](mailto:jporter@concordma.gov) or at 978-318-3028. Please make any requests for accommodation or modifications at least two (2) business days prior to the scheduled meeting.

**Town of Concord  
Select Board  
Minutes  
June 4, 2025**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting at Concord-Carlisle High School, Gymnasium on Wednesday, June 4, 2025 at 6:20 PM.

Present were: Mary Hartman, Chair, Mark Howell, Clerk, Terri Ackerman, Cameron McKennitt, and Wendy Rovelli

**Call to Order**

Chair Hartman called the meeting to order at 6:20 PM. Mr. Howell confirmed that all members were present.

**Approve Meeting Minutes**

- a. Minutes: December 2, 2024, January 27, 2025, March 3, 2025, April 28, 2025, May 19, 2025 – Concord Housing Roundtable, May 19, 2025, May 27, 2025, June 2, 2025, June 3, 2025
- b. Executive Session Minutes for Review **but not to be Released**: February 3, 2025

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted**: to approve the meeting minutes as included on the Select Board meeting agenda.

**Annual Town Meeting in the Gymnasium**

The Select Board concluded their business on the agenda and remained in the gymnasium for Annual Town Meeting.

**Meeting Materials:**

[Select Board Meeting Packet for June 4, 2025](#)

*This meeting was not recorded by Minuteman Media Network.*



**To: Select Board**

**CC: Kerry Lafleur, Town Manager & Anthony Ansaldi, Chief Financial Officer**

**From: Emily Smith, Director of Library Services**

**Date: June 16, 2025**

**Memo: Donation from the Concord Free Public Library Corporation to Archival Gift Fund for Staff Professional Development**

Please place on the Select Board Agenda the following gift to the Archival Gift Fund Account from the Concord Free Public Library Corporation.

This gift will be used, under the direction of the Director of Library Services and following the guidelines in APP #29, for the purpose of reimbursing Madeline Klein for graduate coursework taken as part of a Masters in Library and Information Services program. Madeline has successfully met all requirements in the APP, per the attached document.

Please find attached a letter from the President of the Concord Free Public Library Corporation.

Amount: \$1,342.00

Concord Free Public Library Corporation  
129 Main Street  
Concord, MA 01742

Designated Fund: 45100031-4850 (Archival Gift Fund)

Sincerely,

Emily Smith

Accepted: \_\_\_\_\_

Date: \_\_\_\_\_

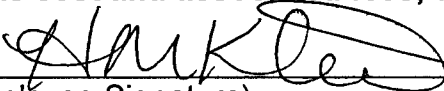
Select Board Clerk

**APP #29**  
**Appendix A**

**Part 1 (Completed prior to course enrollment):**

**Employee Acknowledgment**

I have read APP #29 in its entirety. I understand the terms and conditions for Educational Assistance delineated in the policy, and I agree to abide by those terms and conditions in their entirety. Particularly, but not exclusively, I agree that I must meet each requirement relating to eligibility, course content, performance, reimbursement procedures, and course approval procedures. I understand that if I do not meet each of the requirements as specified, reimbursement will not be available and any prior approval will be rescinded. **For consideration, I attach a course description which includes details such as cost and associated fees, dates, content and credits.**

Helen Madeline Klein            1/4/25  
(Employee Name)      (Employee Signature)      (Date)

**Department Head Acknowledgment**


I certify that funds in the amount of \$1,342 are available, and I approve of this reimbursement application subject to the terms of APP #29.

      3/14/25  
(Department Head Signature)      (Date)

Funding Source:  
Private - Library Corporation Staff  
Professional Development Fund  
paid directly to employee

**Town Manager Approval**

Approval of this application signifies that the Town Manager is satisfied with the above acknowledgements that the application meets the preliminary requirements for reimbursement, and that the Town Manager authorizes the department head to approve final payment after the department head determines that all requirements of APP #29 are met by the employee.

      3/14/25  
(Town Manager Approval)      (Date)  
Acting Town Manager

**Part 2 (Completed prior to reimbursement)**

**Department Head Payment Authorization**

I certify that the applicant has met all terms of APP #29 and authorize payment in the amount of \$1,342.

      5/16/25  
(Department Head Signature)      (Date)

Copy to: Payroll Submission  
Human Resources  
Finance Director



CONCORD FREE PUBLIC LIBRARY  
Corporation

June 9, 2025

Select Board  
Town of Concord  
22 Monument Square  
Concord, MA 01742

Attention: Anthony Ansaldi  
Chief Financial Officer

RE: Grant of Funds for Concord Free Public Library Staff Professional  
Development

Dear Select Board:

The Concord Free Public Library Corporation (the "Library Corporation") hereby grants to the Town of Concord \$1,342.00 to be used for reimbursement to Madeline Klein for course work toward her Masters in Library and Information Services.

We are pleased to support her continued studies.

A check payable to the Town of Concord in the amount of \$1,342.00 is enclosed.

Sincerely,

Sherry F. Litwack  
President, Concord Free Public Library Corporation

Cc: Kerry Lafleur, Town Manager  
Emily Smith, Library Director

Encl: check

BOARD OF TRUSTEES

Sherry F. Litwack, President | Pamela M. Gannon, Vice President | Richard Briggs, Jr., Treasurer | Theodore F. Hanselman, Clerk | Jeffrey Adams | John W. Boynton IV | Laurence Constable | Yumi Yasutake Suarez | Elise F. Woodward

TRUSTEES EMERITI/AE

Walter Birge | Diana W. Clymer | O. Mario Favorito | Frederick Lovejoy | Melissa Saalfield | Katherine Upchurch Takvorian

DEVELOPMENT OFFICE: 129 Main Street, Concord, MA 01742 | 978-318-3300 | 978-318-3355 | development@concordlibrary.org | CFPLCorp.org



**MEMO**

TO: Select Board  
CC: Kerry A. Lafleur, Town Manager  
FROM: Leigh Jackson, Recreation Director  
DATE: 05/29/2025  
Re: Friends of CCHS Swimming and Diving – Donation Acceptance Request

**Dear Select Board Members,**

I am writing to respectfully request your approval to accept a generous donation from the Friends of CCHS Swimming and Diving to benefit the Beede Swim and Fitness Center.

The Friends of CCHS Swimming and Diving is a dedicated local organization that actively supports Concord-Carlisle High School swimmers at Beede and in the broader community. They have approached our General Manager, Jenny Saccardo, with a proposal to fund the replacement of our starting blocks—an essential component of the competition pool that has served the community for nearly two decades.

The current starting blocks are over 15 years old and have reached the end of their useful life. As the home pool for the CCHS Swim and Dive Team and a central venue for regional competitive swimming, Beede must maintain high-quality equipment to support our athletes and community swimmers alike.

The proposed donation includes:

- **8 new starting blocks**, valued at **\$49,245**
- **\$43,757.21** to cover installation (to be procured by the Town following Massachusetts General Law Chapter 30B) and the remaining funds will be used to support the ongoing maintenance and upkeep of the blocks.

**Total donation value: \$93,002.21**

**Funding Account:** Enterprise – FY26 Operating Budget

**Check amount for operating budget application: \$43,757.21**

Accepting this gift will allow us to upgrade a critical element of our facility, reinforce our commitment to health and wellness, and support the continued success of competitive and recreational swimming in Concord. We respectfully request the Select Board’s approval to accept the full donation and apply the funds as outlined.

Thank you for your consideration.

**Sincerely,**

A handwritten signature in blue ink, appearing to read 'Leigh Jackson', is written over a light blue horizontal line.

Leigh Jackson  
Recreation Director



**TOWN OF CONCORD**  
**Office of the Town Manager**  
Town House  
P.O. Box 535  
Concord, Massachusetts 01742

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: June 30, 2025

Re: One Day Liquor Licenses for Allison Shilling of the Concord Museum

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Included in your meeting packet are three One Day Liquor License applications for Allison Shilling of the Concord Museum. These applications are for Wines and Malt Beverages Only for History Happy Hour series to be held from 6:30 PM to 8:30 PM at the Concord Museum, 53 Cambridge Turnpike on the following dates:

- Thursday, July 24, 2025
- Thursday, August 7, 2025
- Thursday, August 21, 2025

This application is complete with Bartender TIPS Certifications and payment.

Please reach out with any questions.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [licensing board](#); [Town Manager's Office](#); [jromanul@concordma.gov](mailto:jromanul@concordma.gov)  
**Subject:** Online Form Submittal: One Day Special Liquor Licenses  
**Date:** Wednesday, May 28, 2025 7:58:53 PM

---

## One Day Special Liquor Licenses

Company or Organization	Concord Museum
Applicant Name	Allison Shilling
Email Address	ashilling@concordmuseum.org
Applicant Address	53 Cambridge Turnpike
City	Concord
State	MA
Zip Code	01742
Phone Number	2036449958
Name of Event	History Happy Hour
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	7/24/2025 6:30 PM
End Time	8:30 PM
Premises to be Licensed	Concord Museum
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

---

1st one-day license for Organization? No

---

If NO, number of years licensed? 10+

---

More than 100 in attendance? No

---

*By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.*

---

I acknowledge and accept the above statement of liability Allison Shilling

---

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742  
Applications cannot be processed until payment is received.*

---

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

---

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

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(Section Break)

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TIPS TRAINING

*The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.*

---

I acknowledge and Copies of card(s) will be mailed separately to the Town

agree to the Town of  
Concord's TIPS  
Training Policy as  
outlined above.

Manager's Office

---

(Section Break)

---

**UNDER 21 POLICY**

*The Town of Concord Select Board assumes that there may be guests or attended under 21 y ears of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.*

I certify that Concord's  
Under 21 Policy, as  
outlined above, will be  
followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [licensing board](#); [Town Manager's Office](#); [jromanul@concordma.gov](mailto:jromanul@concordma.gov)  
**Subject:** Online Form Submittal: One Day Special Liquor Licenses  
**Date:** Wednesday, May 28, 2025 8:01:16 PM

---

## One Day Special Liquor Licenses

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Applicant Name	Allison Shilling
Email Address	ashilling@concordmuseum.org
Applicant Address	53 Cambridge Turnpike
City	Concord
State	MA
Zip Code	01742
Phone Number	2036449958
Name of Event	Allison Shilling
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	8/7/2025 6:30 PM
End Time	8:00 PM
Premises to be Licensed	Concord Museum
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes

Under 21 Attendees? No

---

1st one-day license for Organization? No

---

If NO, number of years licensed? 10+

---

More than 100 in attendance? No

---

*By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.*

---

I acknowledge and accept the above statement of liability Allison Shilling

---

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742  
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IMPORTANT NOTICE **Board & Committee Meeting Calendar**

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(Section Break)

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Manager's Office

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(Section Break)

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**To:** [licensing board](#); [Town Manager's Office](#); [jromanul@concordma.gov](mailto:jromanul@concordma.gov)  
**Subject:** Online Form Submittal: One Day Special Liquor Licenses  
**Date:** Wednesday, May 28, 2025 8:02:44 PM

---

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Phone Number	2036449958
Name of Event	History Happy Hour
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
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End Time	8:00 PM
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State	MA
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes

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---

I acknowledge and accept the above statement of liability Allison Shilling

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APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742  
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IMPORTANT NOTICE **Board & Committee Meeting Calendar**

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(Section Break)

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(Section Break)

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**TOWN OF CONCORD**  
**Office of the Town Manager**  
Town House  
P.O. Box 535  
Concord, Massachusetts 01742

To: Concord Select Board

From: Shannon McAndrew, Management Specialist

Date: June 30, 2025

Re: One Day Liquor License for Tom Wilson of the Wright Tavern

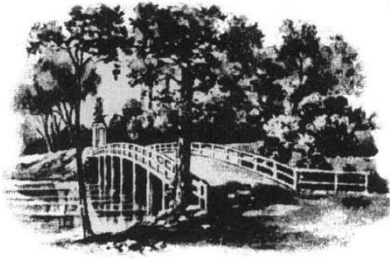
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Included in your meeting packet is a One Day Liquor License for All Alcoholic Beverages for Tom Wilson of the Wright Tavern for a beer garden event to be held on Saturday, July 12, 2025 from 11:00 AM – 7:00 PM at the Wright Tavern, 2 Lexington Road.

The setup for the beer garden will be similar to the beer garden held during the 250<sup>th</sup>, with fencing around the beer garden area and a police detail. This application was also reviewed by Public Safety with no adverse comments.

This application is complete with Bartender TIPS Certifications and payment.

Please reach out with any questions.



OLD NORTH BRIDGE

## TOWN OF CONCORD

TOWN HOUSE - P.O. BOX 535  
CONCORD, MASSACHUSETTS 01742

To: Concord Select Board

From: Mimi Graney, Economic Vitality Manager

Date: May 5, 2025

Re: Request to Rename the West Concord Junction Cultural District Committee

The West Concord Junction Cultural District Committee respectfully requests the Select Board's approval to change its name to the **West Concord Cultural District Committee**.

When the Town applied for state designation of the cultural district in 2016, the word "Junction" was included in the name to honor West Concord's history as a transportation hub known as "The Junction," where over 120 trains once passed through daily. However, as the committee's work has become more visible and collaborative, it has become clear that the term "Junction" causes confusion. The name "The Junction" has not been widely used to describe West Concord since 1927, and its presence in the committee's title has led to misunderstandings among residents, businesses, and visitors.

Furthermore, the length of the current name tends to obscure the primary purpose of the group—the stewardship of the cultural district—by burying the most important words: "Cultural District Committee."

The Massachusetts Cultural Council has approved updating the district's name to the West Concord Cultural District, and the Committee seeks to align its official name accordingly.

We respectfully ask the Select Board, as our organizing authority, to approve this change.

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST  
AND DETERMINATION BY APPOINTING AUTHORITY  
AS REQUIRED BY G. L. c. 268A, § 19**

	<b>MUNICIPAL EMPLOYEE INFORMATION</b>
Name:	
Title or Position:	Member, Board of Trustees
Municipal Agency:	Concord Municipal Affordable Housing Trust
Agency Address:	22 Monument Square, Concord MA 01742-0535
Office Phone:	
Office E-mail:	
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
	<b>PARTICULAR MATTER</b>
Particular matter  E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	My residence (21 Winthrop St, Concord MA) is 290 feet from the property line of 6X Winthrop St (commonly known as "Junction Village"), which is a designated affordable housing site. Based on the guidance of <i>Mass Advisory 05-02: Voting on Matters Affecting Abutting or Nearby Property</i> , I recused myself from discussions related to this site when I previously served on the Planning Board and the Select Board.  Now that I've been appointed to the Concord Municipal Affordable Housing Trust (CMAHT), I will continue to recuse myself from deliberations that are specific to the Junction Village. However, I would like to be able to participate in discussions about the adjacent 965 Elm St ("Concord MCI") site, and the more general "Concord MCI study area" that encompasses that site, Junction Village, my residence, and many other properties.
Your required participation in the particular matter:  E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	CMAHT's mission is "to create, preserve and support low/moderate-income housing in the Town of Concord by using local resources to leverage investment in affordable housing development." The MCI Concord site is one of the most important potential affordable housing sites that is currently under consideration. CMAHT is actively advocating for affordable housing to be included the master plan, and may also eventually contribute funds to expand the number of affordable units, provide supporting infrastructure, or "buy down" units to lower qualifying income levels.  As a Trustee, I would normally be expected to propose initiatives, deliberate, and vote on these matters.
	<b>FINANCIAL INTEREST IN THE PARTICULAR MATTER</b>
<b>Write an X by all that apply.</b>	<input checked="" type="checkbox"/> I have a financial interest in the matter. <input checked="" type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.
Financial interest	My wife and I jointly own a home at 21 Winthrop St with a total FY25 assessed value of \$1,009,300. The development of the MCI Concord site and the larger MCI Concord study area could affect the

in the matter	value of our home either positively or negatively.  Despite this proximity, the impact could be significantly mitigated due to the existing buffer of an industrial district and the Bruce Freeman Rail Trail between our property and MCI Concord/Junction Village. There is also a decreased likelihood that the Junction Village site will use Winthrop St as its primary entrance now that the MCI Concord site is available.
Employee signature:	
Date:	

**DETERMINATION BY APPOINTING OFFICIAL**

	<b>APPOINTING AUTHORITY INFORMATION</b>
Name of Appointing Authority:	
Title or Position:	
Agency/Department:	
Agency Address:	
Office Phone:	
Office E-mail	
	<b>DETERMINATION</b>
Determination by appointing authority:	As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.
Appointing Authority signature:	
Date:	
Comment:	

**Attach additional pages if necessary.**

**The appointing authority shall keep this Disclosure and Determination as a public record.**

**Town of Concord  
Land Use Working Group  
Charge**

**Background**

Several relatively large parcels of land could become available to the town within the next five years including MCI Concord (51 acres), 2229 Main St (46 acres), Peabody School Site (20 acres) and various smaller parcels. These parcels, added to the 14 acres already owned by the Concord Housing Development Corp (Junction Village) could bring the total land available to the town to over 140 acres. The work of the Land Use Working Group is to identify current town needs and recommend best matches between needs and available parcels.

**Purpose**

The working group will make recommendations to the Select Board regarding the best use of parcels as they become available. This work will be done in Phases:

- Phase I will address urgent needs. Concord faces critical challenges delivering the services of its municipal departments due to limitations of existing facilities. Both the Public Safety building and the Public Works facility are in failure mode, and both require relocation. As identified in the 2020 Concord Municipal Facilities Assessment, renovations and/or expansion of these facilities is not an option. Consolidation of administrative offices is also a consideration since co-location of admin functions could yield significant efficiencies and cost savings.
- Phase II will address other potential uses including commercial development, housing, and recreation/open space.

**Responsibilities of the Working Group**

The working group will weigh these needs and wants against the available land taking into consideration program requirements, zoning regulations, community priorities, project timelines, and financial feasibility to recommend a course of action. Specific responsibilities include:

- **Research Written Reports.** These include:
  - The 2021 Final Report of the Nuclear Metals/Starmet Property Re-use Planning Committee
  - The 2020 Concord Municipal Facilities Assessment
  - The 2024 Final Report of the 2229 Main Street Advisory Task Force
  - The MCI-Concord enabling legislation: The Massachusetts House Passed General Appropriation Bill H4601, Section 76
  - Envision Concord Bridge to 2030
  - The Housing Production Plan 2022
  - The Recreation Strategic Plan
- **Assess Program Needs.** Review the operational and spatial requirements of the Public Safety, Public Works and other relevant municipal facilities.
- **Evaluate Properties.** Analyze current and prospective parcels for suitability based on location, size, cost, environmental considerations, accessibility, zoning, alignment with stated town goals, other infrastructure requirements and any domino effects of freeing up current facility locations.

- **Understand Timing.** Develop an understand of when sites will become available and the timing/urgency of possible uses/needs.
- **Integrate Efforts.** Communicate with the MCI Advisory Board and EPA/DOJ to link the work of this working group to milestones and decision points at the MCI and 2229 Main St sites.
- **Engage the Community.** Solicit public input through forums, surveys and other methods to understand and incorporate community responses.
- **Report Findings.** Provide frequent updates to the Select Board. It is expected that updates will be timed to coincide with key milestones reached by the MCI Advisory Board as well as information to EPA regarding probably uses envisioned for 2229 Main St and how that might be accomplished during the remedial stage of work.
- **Develop Recommendations.** Propose a prioritized plan for municipal facility relocation including timelines, financial considerations, zoning requirements, etc.
- **Written Report.** At the completion of the work, deliver a final, written report to the Select Board outlining the working groups analysis and recommendations.

### **Duration**

The working group will be appointed for a term of 12 months beginning on the date of its first meeting. Extensions may be granted by the Select Board if additional time is required to complete this charge. The working group will provide quarterly updates to the Select Board on the progress of its work.

### **Membership**

1. One member of the Select Board or their designee
2. One member of the School Committee or their designee
3. One member of the Public Works Committee or their designee
4. One member of the MCI Advisory Board or their designee
5. One ex-officio member of the 2229 Main St. Task Force or their designee
6. One member of the Concord Municipal Affordable Housing Trust or their designee
7. One member of the Economic Vitality Committee or their designee
8. One member of the Planning Board or their designee
9. One member of the Recreation Committee or their designee
10. One member at-large appointed by the Select Board

Additionally, the Finance Committee will appoint an observer.

These citizens will be supported by active involvement of senior town managers. It is expected that senior staff will clearly and consistently communicate their priorities to this working group before and throughout the duration of the work.

### **Other Considerations**

The working group will conduct its business in full conformance with the Open Meeting Law, Public Records Law, Conflict of Interest Law and other state and local rules encouraging openness and transparency in governance. Each meeting will allow adequate time for public comment.

The Deputy Town Manager will consult with the Town Manager to discuss staff assistance or other financial support.

# Comcast License Renewal

2014-2024



# History

- Comcast and Concord had a 10-year license agreement to access the Right-of-Way for the purposes of providing cable to residents and businesses.
- Prior to the expiration, we retained an expert in the renewal process and negotiation.
- We reviewed past and current performance and determined renewal goals through a needs assessment process.

# Needs assessment

---

- Gained input from the PEG Access Advisory Committee
- Reviewed other recently settled license agreements
- Conducted 3 focus groups (May 2023)
- Sent Town-wide community survey (May-June 2023)
- Received feedback from 18 community groups, public agencies, educational institutions and businesses.



CONCORD'S CABLE TV  
& MEDIA NEEDS

## COMMUNITY SURVEY

Let us know what you think about Comcast and Concord's local community access channel, Minuteman Media Network, and what you would like to see in the future.



SCAN ME

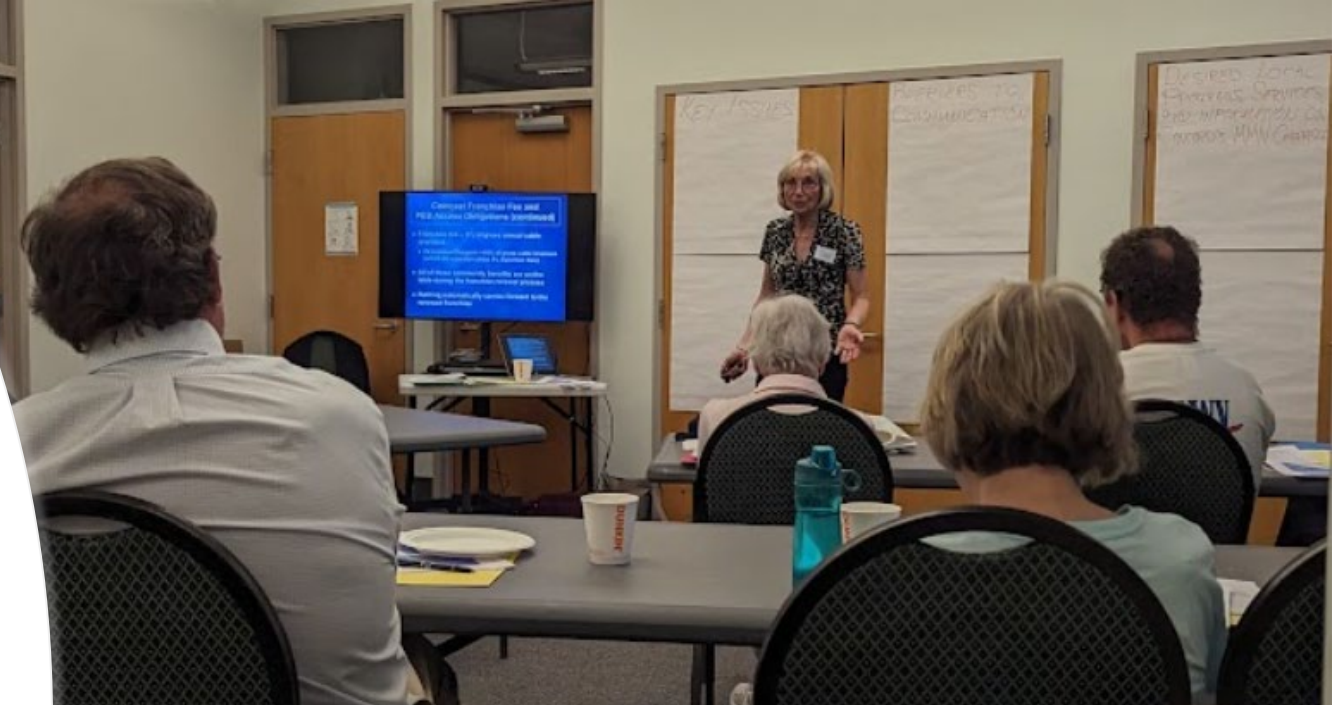


<https://www.surveymonkey.com/r/Concord-Survey>



# Needs assessment (con't)

- Conducted 3 focus groups (May 2023)
  - Held at the Library, Harvey Wheeler, and the Town House
  - Each had a focus, but residents could attend any session.
  - Educators, Youth, Sports, Community, Arts, Historic, Cultural Heritage, and the Public
  - Local Government and Local Business
  - Seniors, Non-profit, Human Service Organizations, and Faith-based Groups



# Needs assessment (con't)

- Performed evaluation of current PEG Access equipment, facilities and services
- Determined condition and replacement costs for all equipment
- Reviewed intermunicipal agreements



## Findings and Recommendations



More than half of respondents rarely or never watch channels not in high definition (HD).



Seventy percent said they use the on-screen programming guide to find programming information.



Seventy percent tried to contact Comcast via phone, and 92% waited one or more minute (or were never connected)

## Findings and Recommendations (con't)

- The public wanted a more accessible studio (large, more equipment, and extended hours)
- A production van with MMN identification on it
- Local programming with relevant issues
- Training on equipment, editing, programming and content creation

# Findings and Recommendations (con't)

- Programming requests were for:
  - Concord news and information
  - Community bulletin board
  - Government or public agency meetings
  - Environmental programs
  - Live coverage of local events (concerts, sports, etc.)

# Concerns

---

- Carlisle and Concord each have 3 channels in their license agreements with Comcast, but they share the same 3 channels
- Concord has production equipment in several buildings but it is not consistent and creates issues for coverage
- All current channels are in SD
- Current studio is small and not open to the public during school hours.
- Broadcast equipment is 12 years old

A large, stylized graphic on the right side of the slide. It features a dark red background with a white, glowing 'ON AIR' sign in the center. The sign is composed of large, bold, sans-serif letters with a slight shadow effect, giving it a three-dimensional appearance. The sign is set against a background that transitions from dark red at the top to a lighter red in the middle, and back to dark red at the bottom. The overall shape of the graphic is a large, rounded rectangle that curves towards the top right corner of the slide.

ON AIR

# Negotiating Priorities

---

Ability to transmit live programming from locations throughout Concord and Carlisle

---

Delivery of programming with closed captions

---

Inclusion of PEG access program listings on the electronic programming guide

---

Maintain lower-cost programming packages

---

Locate a Comcast office in or near Concord for easy customer access and support

# Negotiating Priorities



Comcast should meet or exceed the FCC's customer service standards



Make additional channels available to address coverage needs between Concord and Carlisle



Convert all channels to HD for better picture quality

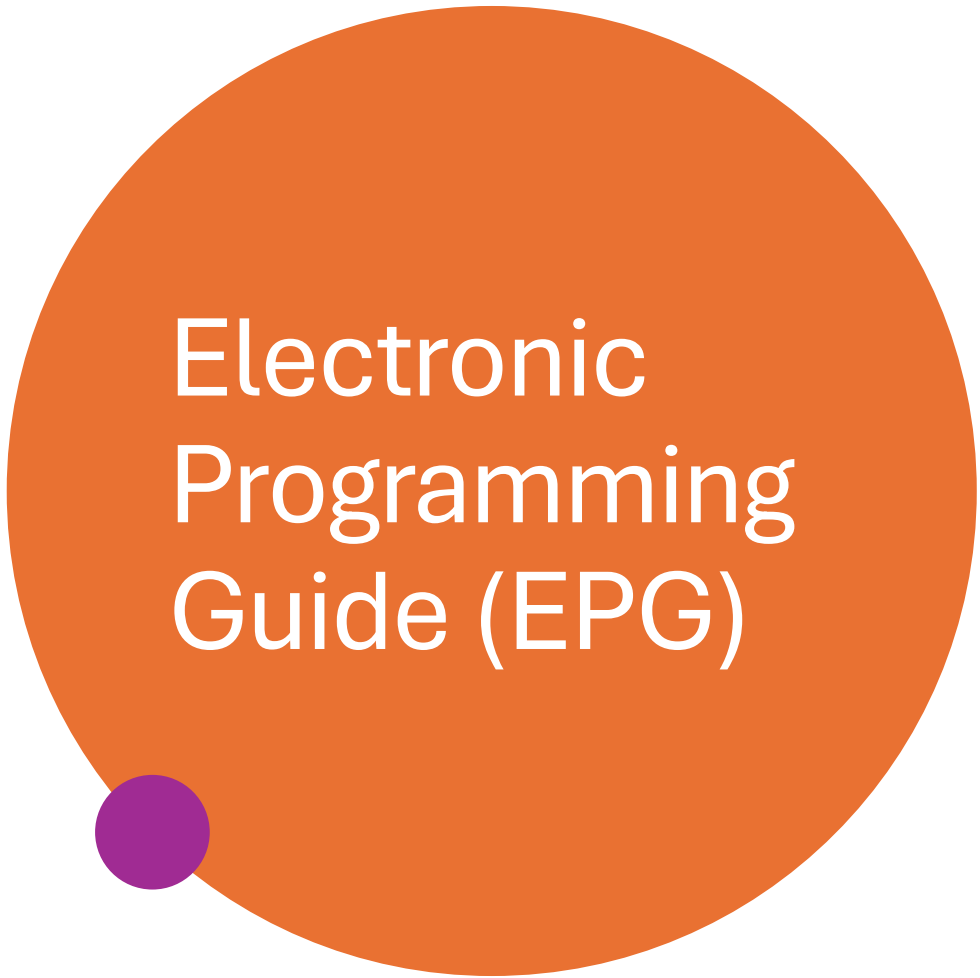


Provide adequate funding for access facilities, equipment, staff and replacement costs.

# Negotiation Process

---


- Town Manager appointed a negotiating working group of the Chief Technology Officer, a Select Board member, and the Town's hired PEG Access consultant.
- After an initial meeting in person, subsequent meetings were done remotely over Zoom every 3-4 weeks, beginning in November of 2023.
- The group began with the current agreement and focused on large issues, like the electronic programming guide, capital payments, channel count, and quality.



# Electronic Programming Guide (EPG)

- Concord shares a head-end with dozens of other communities
- They may use their same channel numbers for different types of channels (public, education, and government)
- They program different content at different times
- Comcast does not have a way to split out the EPG content with current technology
- A side letter allowing this when it becomes available was as far as we could get.

# Channel count

- Concord's current agreement allows for 3 SD channels
  - Carlisle's recently negotiated agreement allows for 2 HD and 1 SD channel
  - Comcast wanted to give us 1 HD and 2 SD channels, thereby improving all three of our channels to HD
  - We negotiated for a 4th HD channel at a cost not to exceed \$10,000 for the equipment
- 

# Quarterly payments

- The current agreement provides for a 4.8% payment, which is near the 5% limit specified in the Cable Act.
- Comcast's argument is that the annual license payment and free municipal cable drops contribute towards that 5%, so it's reduced slightly.
- The new agreement sees that increasing to the full 5%, with the municipal drops handled in a side letter.



# Capital payments

- The current agreement provides for \$176,720 over the 10-year agreement. The first half was payable after 30 days, and the second half after the 3rd year.
- The new agreement provides for an annual payment of \$28,000 plus 0.6% of Annual Gross Revenue (AGR).
- This method prevents Comcast from having to borrow for the payments upfront (lowering costs to consumers).
- It increases overall payments to about \$615,000 over the life of the agreement.



## SD to HD conversions

- Consumers in Concord were concerned that HD access was not universal.
- Through negotiations, we have gotten Comcast's commitment to help with HD deployment through free on-site support for those who need it.
- All equipment is provided to customers at no cost

# Senior citizen discounts

- The current agreement asks Comcast to offer a low-cost basic plan.
- Court rulings have confirmed that Access Providers cannot require an agency like Comcast to offer any particular package or the price at which it is offered.
- The best we can do is a side letter allowing for a senior discount. We did express the desire that they continue to offer a low-cost basic cable service.

# Summary changes

Item	Current Agreement	Negotiated Agreement
Electronic programming guide	Nothing	Side letter allowing us to purchase when the technology becomes available
Channels	3 Standard Definition (SD)	4 High Definition (HD)
Quarterly payments	4.8% of Gross Annual Revenue	5% of Gross Annual Revenue
Capital payments	\$176,720 over 10-year agreement; half immediately and half after year 3	Est. \$615,255 over 10-year agreement (\$28,000 + 0.6% Gross Annual Revenue per year)
SD to HD conversion	Nothing	Commitment to help convert, at no cost, existing SD customers to HD.
Senior citizen discount	Nothing	Side letter giving 10% discount

## Support to date



Town Manager & MMN Staff



Town's Negotiating Contractor  
& Select Board Liaison



The PEG Access Advisory  
Committee (unanimous vote  
on March 4, 2025)



## Thanks & Any Questions?

- Thank you to Sue Buske and Terri Ackerman for their participation in the process.
- Thank you to Greg Franks and Cathy Maloney of Comcast for their good faith negotiations.
- Thank you to the residents and stakeholders for communicating their wishes during the public outreach.
- And thank you to the dedicated MMN staff who serve the public every day!

**CABLE TELEVISION**

**RENEWAL LICENSE**

**GRANTED TO**

**Comcast of Massachusetts III, Inc.**

**Granted By**

**THE SELECT BOARD  
TOWN OF CONCORD,  
MASSACHUSETTS**

**Renewal Term:  
August 1, 2025 – July 31, 2035**

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# **RENEWAL LICENSE**

## **INTRODUCTION**

WHEREAS, Comcast of Massachusetts III, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Concord, Massachusetts (hereinafter the "Town"), said license having commenced on April 22, 2014;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated August 25, 2021 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal December 15, 2023;

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

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

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

## **ARTICLE 1**

### **DEFINITIONS**

#### **SECTION 1.1 – DEFINITIONS**

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

(a) Access - The right or ability of any Concord resident and/or any Persons affiliated with a Concord institution to use designated Public, Education and Government (“PEG”) access facilities and equipment and/or Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee.

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

(c) Affiliate or Affiliated Person – When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(d) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals and all PEG Access Channels.

(e) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law

No. 102-385, and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(f) Cable Television System or Cable System – shall mean, consistent with the Cable Act definition of Cable System as set forth in 47 U.S.C. 522(7), the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Concord, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems. Any reference to cable system includes the cable system as a whole, or any part thereof, including all facilities, pedestals, equipment cabinets, electronic equipment, and devices appurtenant to the system.

(g) Cable Division – shall mean the Cable Television Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A) or such lawful successor agency, if any, as may be designated by law.

(h) Change of Control and/or Transfer: For purposes of this Renewal License and consistent with 207CMR 4.01 and any other Applicable Law, a transaction through which a person (or other entity), a family group, or a group of persons (or entities) acting in concert, gains or loses control of a licenses or licensee shall constitute a transfer or assignment of a license or control

thereof under M.G.L.c. 166A, Section 7. The term “Affiliated Company” shall have the meaning found in 207CMR 4.01(2).

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

(j) Drop – shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network.

(k) Effective Date – shall mean, August 1, 2025.

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

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

(n) Gross Annual Revenues – The revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service, accrued in accordance with generally accepted accounting principles (GAAP) in the United States, and shall include, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees (“Fee-on Fee”); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; home shopping revenues; gross advertising revenues derived from Cable Services on Licensee’s cable system in the Town without deduction for commissions, discounts, or representative fees; revenue from Cable Service program guides; and such other Cable Service revenues as may not yet exist or hereafter develop. In the event that an Affiliate

and/or any other Person is responsible for advertising, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for such Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(o) HDTV or High Definition. Television means an image resolution of no less than 720p.

(p) Issuing Authority – shall mean the Select Board of the Town of Concord, Massachusetts, or the lawful designee thereof.

(q) Licensee – shall mean Comcast of Massachusetts III, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(r) License Fee – shall mean the payments to be made by Licensee to the Town of Concord and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(s) Normal Business Hours – shall mean those hours during which most similar businesses in Concord are open to serve customers. In all cases, Normal Business Hours must include some evening hours and at least one night per week and/or some weekend hours.

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

(u) Pay Cable or Premium Services – Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(v) Pay-Per-View: – Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

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

(x) PEG Access Channels – Any Channel(s) made available for the presentation of PEG Access Programming.

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

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

(aa) Prime Rate – The prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the “Prime Rate” for purposes of this Renewal License.

(bb) Public, Educational and Governmental (PEG) Access Channel – A video channel which the Licensee shall make available to the Town of Concord and designees of the Town of Concord, including Access users without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional, similar organizations, and other Persons and organizations residing, based in, or regularly operating in the Town of Concord .

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

(dd) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, highways, freeways, bridges, land paths, alleys, courts, highways, avenues, boulevards,

sidewalks, ways, lanes, public ways, drives, circles, or other public rights-of-way compatible with Cable System use, including but not limited to, concourses, driveways, bridges, tunnels, parks, parkways waterways, bulkheads, piers, dedicated public utility easements, dedicated public utility strips, or rights-of-way dedicated to compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Town of Concord, and public grounds, or waters, and all other publicly owned real property within or belonging to the Town, now or hereafter existing wherein there are rights-of-way or easements dedicated to compatible uses. “Public Way” shall also mean any easements now or hereafter existing within the Town of Concord for the purpose of public travel, or for utility or public service use dedicated for compatible uses and shall include other easements or rights-of-way. “Street” shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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

(ff) Service Area: The areas of the Town of Concord where the Licensee shall be required to provide Cable Service under the terms of this Renewal Licenses, being the entire Town of Concord, subject to provisions outlined in Section 3.1 (a).

(gg) Standard Installation – The installation which can be completed using a Drop of up to two hundred fifty feet (250’) aerial or underground.

(hh) State – The Commonwealth of Massachusetts.

(ii) Subscriber – Any Person, firm, corporation, or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee.

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

(kk) Town – shall mean the Town of Concord, Massachusetts.

(ll) Trunk and Distribution System – That portion of the Cable System for the delivery of Cable Services, but not including Drop Cable(s) to Subscriber’s residences.

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

## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

#### **SECTION 2.1 - GRANT OF RENEWAL LICENSE**

(a) Pursuant to the authority of M.G.L. c. 166A, the Cable Act, and subject to the terms and conditions set forth herein, the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts III, Inc., authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Concord.

(b) This Agreement and the License granted in connection herewith grant no right or power not expressly provided herein, but shall not be read to prohibit Licensee from offering any service over the Cable system that federal or state law authorizes by reason of the grant of this license, provided any requirements of the Commonwealth of Massachusetts and the Concord Municipal Code are satisfied.

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

(d) Subject to applicable law and the terms and conditions including but not limited to Sections 2.4, 2.6, 3.4, and 4.1 below, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate, and maintain a Cable Television System within the Public Way for the purpose of providing Cable Service upon the Public Ways within the License area and any subsequent additions hereto.

#### **SECTION 2.2 - TERM: NON-EXCLUSIVITY**

This non-exclusive Renewal License shall be for a period of ten (10) years, commencing on, August 1, 2025 through midnight, July 31, 2035.

**SECTION 2.3 - RENEWAL**

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

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such terms as Licensee and the Issuing Authority may then agree.

**SECTION 2.4 - RESERVATION OF AUTHORITY**

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (b) be construed as a waiver of any codes or bylaws/regulations of general applicability and not specific to the Cable Television System, Licensee, or this License; or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction except that the parties may by mutual agreement seek alternative resolution before the Cable Division or before an alternative mutually agreed upon other forum or mutually agreed upon form of alternative dispute resolution.

**SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation, or maintenance of a Cable Television System within the Town of Concord; or the right of the Issuing Authority to permit the use of the Public Ways and

places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

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

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

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this Renewal License,

the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

## **SECTION 2.6 – POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable federal and State laws and regulation, and Town by-laws and lawful regulations, provided such Town bylaws and regulations are not specific to this License, the Licensee and/or Cable System. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town’s police and regulatory powers shall be resolved in a court of competent jurisdiction. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

## **SECTION 2.7 – REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in

accordance with applicable law and pursuant to Section 2.8 below or (3) unless otherwise operating under the terms of this Renewal License as allowed by applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown. Notwithstanding the foregoing, the parties reserve any and all rights they may have under the Cable Act with respect to the disposition of the Cable System in connection with termination of this Renewal License as a result of the license not being renewed or otherwise lawfully terminated.

## **SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE**

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the Cable Division. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. A transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under this Renewal License, unless otherwise provided by applicable federal or state law. An “affiliated

company” is any Person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person or entity.

(b) Pursuant to applicable state and federal law, as may be amended, in considering a request to transfer control of the Renewal License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under applicable law or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required by applicable law, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended in writing by mutual agreement of the parties pursuant to applicable law.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

**SECTION 2.9 – EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been affected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

### **ARTICLE 3**

#### **SYSTEM SPECIFICATIONS AND CONSTRUCTION**

##### **SECTION 3.1 - AREA TO BE SERVED**

(a) Licensee shall make Cable Service available to every residential dwelling unit within the Town, provided the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. For non-Standard Installations, which are defined in Section 3.2, the Licensee shall offer Cable Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations, subject to Force Majeure and the completion of utility pole make ready.

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

##### **SECTION 3.2 – INSTALLATION CHARGES**

Any dwelling unit within two hundred fifty feet (250 ft.) aerial or underground from the feeder cable shall be entitled to a Standard Installation rate, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete,

asphalt, etc.). All other installations are considered non-standard installations. For aerial installations and underground installations in available conduit of more than two hundred and fifty feet (250'), the first two hundred and fifty feet (250') shall be at the Standard Installation rate. For underground installations of more than one hundred and fifty feet (150') where there is no available conduit, the first one hundred and fifty feet (150') shall be at the Standard Installation rate. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

### **SECTION 3.3 – SUBSCRIBER NETWORK**

Licensee shall own, operate, and maintain the Cable Television System, to a minimum bandwidth of 750MHz to Concord Subscribers.

### **SECTION 3.4 – LOCATION OF THE CABLE TELEVISION SYSTEM**

The Licensee shall own, operate, and maintain the Cable Television System within the Town. Poles, towers, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions, appurtenances and wires that cause additional burden to the public way and infrastructure therein shall be in accordance with all applicable and legally enforceable state and local laws and regulations.

### **SECTION 3.5 - FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) Licensee shall continue to maintain the existing Drop, Outlet and Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the Town. The current Public Buildings are listed in **Exhibit 3.5** attached hereto.

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Drop, Outlet and Cable Service as referenced in Section 3.5(a) above, at no charge to any new Public

Buildings and other Town owned Public Buildings, along its Cable System route. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to receive such a Drop or Outlet, prior to any such installation. To the extent permitted by law, the costs of the Drop, Outlet, and Cable Service will continue to be at no cost to the Town or any designated institution.

(c) All internal wiring, other than required to install the Drop and Outlet required by this Section 3.6 shall be owned and maintained by the Issuing Authority or its designee, and the Licensee shall not own or be responsible for such internal wiring.

(d) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those existing buildings included in **Exhibit 3.5**, or to move existing or install additional Drops or Outlets to buildings in which Drops or Outlets are hereinafter installed pursuant to subsection (b) above, except that after the reconstruction, expansion or replacement of a Public Building, the Licensee shall install a Drop and Outlet and provide said Cable Service as referenced in subsection (a) above to the reconstructed, expanded or new Public Building.

(e) To the extent permitted by law, Licensee may discuss with the Issuing Authority recovery of its marginal costs.

### **SECTION 3.6 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to applicable law, upon request, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

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

### **SECTION 3.7 - EMERGENCY ALERT OVERRIDE CAPACITY**

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

**SECTION 3.8 - SYSTEM TECHNICAL SPECIFICATIONS**

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

## **ARTICLE 4**

### **TECHNOLOGICAL AND SAFETY STANDARDS**

#### **SECTION 4.1 - SYSTEM MAINTENANCE**

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

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA regulations, the Massachusetts Electrical Code, the National Electrical Safety Code, the National Electrical Code, and the rules and regulations of the FCC, the rules and regulations of the Cable Division, any other applicable Massachusetts laws and regulations, generally applicable Town bylaws and regulations, and all applicable land use restrictions as the same exist or as same may be hereafter changed or amended.

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

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

## **SECTION 4.2 - REPAIRS AND RESTORATION**

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

## **SECTION 4.3 – UNDERGROUND FACILITIES**

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law. In the event the Town develops an undergrounding project for which it plans to utilize Town funds to reimburse utilities for the cost of said undergrounding, it shall notify the Licensee of such and discuss with the Licensee how the Licensee may be eligible for such funding consistent with equitable principles and applicable law.

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

#### **SECTION 4.4 - TREE TRIMMING**

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

#### **SECTION 4.5 – STRAND MAPS**

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed. Upon written request said strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

#### **SECTION 4.6 - BUILDING MOVES**

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

#### **SECTION 4.7 - DIG SAFE**

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

**SECTION 4.8 - DISCONNECTION AND RELOCATION**

(a) Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

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

**SECTION 4.9 - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Town to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability.

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

**SECTION 4.10 – REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable, or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

#### **SECTION 4.11 RIGHT TO INSPECTION**

The Issuing Authority and/or its designee(s) shall have the right, at its sole cost and expense, to inspect the plant and equipment of the Licensee in the Town at reasonable times and under reasonable circumstances for the purpose of determining compliance with the requirements of this License. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall have a representative present during such inspections.

#### **SECTION 4.12 – PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating, and maintaining the Cable Television System in the Town. The Licensee shall at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

#### **SECTION 4.13 – PEDESTALS**

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town, regulations and/or by-laws.

#### **SECTION 4.14 – SERVICE INTERRUPTIONS**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing, or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

**ARTICLE 5  
PROGRAMMING**

**SECTION 5.1 - BASIC CABLE SERVICE**

Licensee shall make available to all Subscribers and Persons entitled to Service under Sections 3.1 and 3.2 a Basic Cable Service tier which shall include all Signals, including the downstream PEG Access Channels, which are required to be carried by a Cable Television System serving the Town pursuant to applicable statute or regulation.

**SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

**SECTION 5.3 - REMOTE CONTROLS**

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

**SECTION 5.4 - STEREO TV TRANSMISSIONS**

All broadcast signals that are transmitted to Licensee’s headend in stereo shall be transmitted in stereo to Subscribers.

**SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE**

Pursuant to 47 U.S.C. 532 (Section 624 of the Cable Act), Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

**SECTION 5.6 – CONTINUITY OF SERVICES**

It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance if practical.

**SECTION 5.7 – COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Service available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation, any required line extension, and monthly subscription costs as established by the Licensee.

## **ARTICLE 6**

### **PEG ACCESS CHANNEL(S) AND SUPPORT**

#### **SECTION 6.1 - PEG ACCESS CHANNEL(S)**

(a) Use of channel capacity for Public, Educational and Governmental (“PEG”) Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational, or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. The PEG Access channels shall, , be used exclusively as and/or for PEG Access channels and PEG Access Programming. The Licensee shall not engage in any program censorship or any other control over the PEG Access Programming or Channels on the Cable System, except as otherwise required or permitted by applicable law. The Issuing Authority and/or its designee shall be responsible for developing, implementing, interpreting, and enforcing rules for the PEG Access Channel and PEG Access operations in accordance with applicable law.

(b) The Issuing Authority, shall be responsible for designating one or more municipal or nonprofit, noncommercial entities to serve as the Access Provider(s) which shall be responsible for the provision of Public, Educational, and Government (“PEG”) Access programming to subscribers, pursuant to the provisions of Article 6 herein.

(c) On the Effective Date of this Renewal License, the Licensee shall continue to provide three (3) standard definition (SD) downstream channels for Public, Educational, and Government (“PEG”) Access, on its Cable System serving the Town of Concord at no cost to the Town and/or the Access Provider (s). The PEG channels shall be provided to Subscribers on the lowest cost tier of service to the extent said tier is required pursuant to applicable law or regulations or otherwise provided in this License Agreement

(d) No later than twelve (12) months after the Effective Date of this Agreement, the Licensee shall make available three (3) high definition (HD) PEG Access Channels. At the time of deployment of the HD PEG Access channels, Licensee shall upgrade the existing SD PEG Access channels to SD-SDI. The result shall be three (3) HD PEG Access Channels and three (3) SD-SDI PEG Access Channels, for a total of six (6) PEG Access Channels. The Licensee has the right to reclaim the three (3) SD-SDI PEG Access Channels pursuant to Section 6.3 (c). For purposes of this License, a high definition (“HD”) signal refers to a television signal delivering picture resolution of 720p or greater, or such other resolution in the same range that Licensee commonly utilizes for transmission of HD commercial channels on the Cable System.

(e) The PEG Channels shall be delivered to every Subscriber without any additional fee or charge in addition to the fee or charge the Subscriber is paying for the Cable Services the Subscriber selects to receive. PEG Channels shall require no equipment other than the equipment used by a Subscriber to receive Cable Services. Provided, that if a Subscriber does not have the equipment necessary to receive Cable Service in HD, the Subscriber will not be able to view PEG Channels in HD without buying or leasing the appropriate HD equipment and subscribing to HD services.

(f) The Town, or its designated PEG Access Provider, shall be responsible for providing the HD PEG Access Channel Signals to the demarcation point at the primary points of origination for the HD PEG Channels as described in Section 6.3. The Licensee shall provide PEG Access fiber optic links including associated plant, Headend, and transmission equipment located in/or on the Cable System, Hub, Headend and described in Section 6.3.

(g) The Licensee may implement HD carriage of the PEG Access Channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces Signal quality for Subscribers that is substantially equivalent to the highest quality commercial channels carried on the Cable System.

(h) The Licensee shall carry all components of the SD/SDI and/or HD PEG Access Channel Signal(s) provided by the Issuing Authority and/or his/her designee(s) including, but not limited to, properly formatted closed captioning and stereo audio.

(i) The Licensee shall not change the PEG Access channel locations without not less than thirty (30) days advance reasonable written notice to the Issuing Authority and the Access Provider. In the event that the Licensee does relocate one or more PEG Access Channel(s), the Licensee shall reimburse the Access Provider up to One Thousand Dollars (\$1,000) for each such PEG Access Channel relocation(s), to cover the Access Provider's actual cost therefore, such as new stationery, logos, notices, etc., with supporting documentation, prior to relocating such PEG Access Channel(s).

(j) Said PEG Access Channel shall be used to transmit PEG Access Programming to Subscribers without charge to the Town, Access Provider, Access users, the public schools, any organizations serving the Town.

(k) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that signal quality, including video and audio, is maintained to FCC Technical specifications for Video Programming carried on the Cable System, including 47 CFR § 76.601 et seq., provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions.

## **SECTION 6.2 – PEG ACCESS PROVIDER**

- (a) The Access Provider shall provide services to PEG Access users and the Town as follows:
- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.1, supra;
  - (2) Manage the annual funding, pursuant to Section 6.4 below subject to applicable law and the terms hereof;
  - (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below subject to applicable law and the terms hereof;
  - (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
  - (5) Provide technical assistance and production services to PEG Access users and the Issuing Authority;

- (6) Establish rules, procedures, and guidelines for use of the PEG Access Channels with opportunity for reasonable Issuing Authority consultation regarding same;
- (7) Provide publicity, fundraising, outreach, referral, and other support services to PEG Access users;
- (8) Assist users in the production of Video Programming of interest to Subscribers and issues, events, and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling, and/or management of the PEG Access Channels, facilities, and equipment as appropriate and necessary.

### **SECTION 6.3 – PEG ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over Licensee’s Subscriber Network downstream PEG Access Channels, all PEG Access Programming shall be aggregated at the Concord-Carlisle Regional High School and transmitted to the Licensee-owned Headend or hub-site on a Licensee-provided and owned fiber-based return line made available by the Licensee without charge to the Town or its Access Provider for their use. At Licensee-owned Headend, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) The Licensee shall within twelve (12) months of the Effective Date of this License provide, install, and operate HD/SDI equipment and any other electronic, switching, or other necessary equipment at the aggregation location in Concord currently located at the Concord-Carlisle Regional High School and at Licensee’s hub-site or Headend in order to switch upstream signals carrying PEG Access Programming to the designated Licensee-owned Subscriber Network and then on the downstream PEG Access Channels, without charge to the Town. The Licensee shall own, maintain, repair and/or if necessary, replace, said equipment for the term of this Renewal License. Upon completion of any necessary upgrades, Licensee shall make three (3) PEG Access

channels available in HD format and three (3) channels in SD/SDI with a right to reclaim the three (3) channels in SD/SDI as described below in Section 6.3(c)

(c) At the earlier of eighteen (18) months of the Effective Date of the License or at such time that Licensee can document that there are one hundred (100) or fewer cable subscribers in the Town that subscribe to only the SD tier of service, Licensee will no longer be obligated to provide the three (3) PEG channels that are offered in SD/SDI. At such time, the Licensee shall provide the Town with an additional HD channel for PEG access purposes, which will at such time mean that four (4) PEG channels shall be offered in HD. The costs related to the provision of the fourth PEG channel will be paid by the Town after receiving a detailed invoice from the Licensee in advance of the project. Such cost shall not exceed Ten Thousand Dollars (\$10,000).

(d) The Issuing Authority and/or its designee(s) shall make available at the Town's video return hub-site currently located at Concord-Carlisle Regional High School, space for the Licensee's PEG Access equipment rack or cabinet, and shall allow the Licensee access thereto, at no charge to the Licensee. The Licensee shall maintain and repair said interconnection throughout the term of this Renewal License. Nothing herein shall require the Licensee to provide end-user equipment.

(e) The Town or its PEG Access Designee shall be responsible for providing the HD PEG Channel signal in a HD format compatible with Licensee's equipment in the Cable System at the applicable demarcation point. The demarcation point wherein the Licensee shall be responsible for the signal shall be at the input to the encoders or functionally equivalent equipment used for the transmission of PEG Access signals to the Licensee's hubsite or headend.

(f) The Town acknowledges that not every Subscriber may be able to view HD PEG Access Programming on every TV, and additional costs may be involved in the reception of HD programming.

(g) The Licensee shall be responsible for all necessary inspections and performance tests of the fiber-based video return line in accordance with applicable law and regulation for a Cable System. The Licensee shall provide, maintain, operate and repair all equipment necessary to receive and transmit PEG Access programming and PEG Access Channels as described in Section 6.3 above, including necessary transmission, switching, and/or processing equipment located at Concord Carlisle Regional

High school, and its hub-site and/or headend in order to switch upstream signals carrying PEG Access Programming for the PEG Access video return aggregation points to the designated Licensee-owned Subscriber Network downstream PEG Access Channels in high definition.

(h) Licensee shall not be required to carry a PEG Channel in a higher quality format than that of the Channel signal delivered to the Licensee, but Licensee shall not implement a change in the method of delivery of PEG Channels that results in a material degradation of signal quality or impairment of viewer reception of PEG Channels, provided that this requirement shall not prohibit Licensee from implementing new technologies also utilized for the highest quality broadcast channels carried on its Cable System. Licensee shall meet or exceed FCC signal quality standards when offering PEG Channels on its Cable system and shall continue to comply with closed captioning pass-through requirement. There shall be no significant deterioration in a PEG Channel signal from the point of origination upstream to the points of reception (hub or Headend) or downstream to the subscriber on the Cable System

(i) There shall be no charge to the Town, its Issuing Authority, or the Access Provider for the provision of PEG Access, channels, video return or cablecasting, as required by this Article 6.

(j) The Licensee and Issuing Authority shall work together in good faith with respect to any difficulties that arise regarding the transmission, switching, and/or cablecasting of PEG Access Programming.

(k) If during the term of this Renewal License the Town relocates the PEG access primary signal aggregation point from its current location at the Concord-Carlisle Regional High School to another location within the Town all obligations of the Licensee discussed in this Section 6 shall transfer to the new primary signal aggregation point. The Town shall provide the Licensee at least six (6) months' notice if such a change will occur and will meet and confer with the Licensee regarding any associated logistics.

**SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT**

(a) Licensee shall provide payments to the Issuing Authority or the Issuing Authority’s designated Access Provider for PEG Access purposes, if so designated in writing by the Issuing Authority, including, among other things, salary, operating and other related expenses connected to PEG Access operations and programming, in an amount equal to five percent (5%) of Gross Annual Revenues, less state and local License Fees payable under M.G.L. Chapter 166A, Section 9, (the “PEG Access Funding”). Payment of said PEG Access Funding shall be made as provided herein on a quarterly basis, on or before each February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup> and November 15<sup>th</sup>. For an Effective Date of August 1, 2025, the first payment will be made on or before November 15, 2025 for the period of August 1, 2025 to September 30, 2025.

(b) The Licensee shall file with each of the payments pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(m), for each three (3) month reporting period. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1(m).

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

**SECTION 6.5– PEG ACCESS CAPITAL PAYMENTS**

(a) The Licensee shall provide capital funding to the Issuing Authority or the Issuing Authority’s designated Access Provider for PEG Access equipment and/or facilities, (the “PEG Capital Funding”), as follows:

(b) Twenty-Eight Thousand Dollars (\$28,000) per year and 0.6% of Gross Annual Revenues paid quarterly, with the payment of 0.6% on or before each February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup>, and November 15<sup>th</sup> for the previous quarter. For an Effective Date of August 1, 2025,

the first payment will be made on or before November 15, 2025 for the period of August 1, 2025 to September 30, 2025. The fixed annual capital, payments shall be made on or before October 1st beginning October 1, 2025 and ending with a payment on October 1, 2034.

(c) The Town and/or the Access Provider, as determined by the Issuing Authority, shall own all PEG Access equipment purchased with funding pursuant to this Section 6.5. The Licensee shall have no obligation for maintenance, repair, or replacement of such equipment.

(d) The capital funding provided herein by the Licensee shall not be counted toward: (i) the PEG Access Annual Support provided by the Licensee pursuant to Section 6.4 above; or (ii) the License Fee payment payable pursuant to Section 7.1 below.

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

## **SECTION 6.6 - NON-COMMERCIAL PROGRAMMING**

The Issuing Authority and its designee(s) shall not use the designated PEG access channels, equipment, or other facilities to provide for-profit commercial Programming. Nothing in this Section 6.6 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgments displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

## **SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSE**

In the event a license is issued by the Issuing Authority to a competing Licensee, the Issuing Authority shall not authorize or require the competing licensee to connect its facilities or cable system to Licensee's current Cable System for purposes of obtaining PEG Access Programming from the Licensee's PEG access channels without the prior written consent of Licensee.

**SECTION 6.8 – PEG ACCESS COSTS**

There shall be no charges by the Licensee to the Town, its designees(s), including the Access Provider or PEG Access users for PEG Access, including the use of the PEG Access Channels.

## **ARTICLE 7**

### **FRANCHISE FEES AND LICENSE FEES**

#### **SECTION 7.1 – LICENSE FEE PAYMENTS**

Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to state and/or federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated in compliance with applicable law(s).

#### **SECTION 7.2 – FRANCHISE FEE**

(a) In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues. Said five percent (5%) shall include the PEG Access Annual Support pursuant to Section 6.4, above. Under no circumstances shall equipment/capital payments required pursuant to Article 6 supra be counted against (1) the Franchise Fees payable to the Town.

(b) To the extent revenues are received by the Licensee for the provision of a discounted bundle of services which include Cable Services and non-cable services, the Licensee shall, consistent with GAAP, discount Cable Service revenues at no more than a pro rate share of the total discount applied to the bundled services. The pro rate share shall be based on the prices as specified in Licensee's rate cards when those products are sold on a stand-alone basis. If Licensee does not offer a component of the bundled package separately, it shall consistent with GAAP, declare a stated retail value for each component as reflected on its books and records or based on reasonable comparable prices for said component for the purpose of determining Franchise Fees based on the bundled package discount.

### **SECTION 7.3 – PAYMENT**

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, no later than March 15th of each year, unless provided for otherwise under applicable law.

### **SECTION 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The Franchise Fee and 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 Licensee or any Affiliated Person shall be required to pay to the Town, or to any state or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee and License Fee payments which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the Franchise Fee or Franchise Fee payments, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit the authority of the Issuing Authority to impose a tax, fee, or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communication service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

**SECTION 7.5 – LATE PAYMENT**

In the event that the payments required pursuant to this Article 7 are not tendered to the Town on or before the dates fixed herein by or pursuant to Section 7.3 above or applicable law, interest due on such fee payment shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

**SECTION 7.6 – RECOMPUTATION**

(a) Tender or acceptance of any payment, including any payment of a Franchise Fee or License Fee or any payment required in Article 6 of this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Article 6 or Article 7. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, and shall occur in no event later than three (3) fiscal years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional Franchise Fee, License Fee or any payment required in Article 6 of this Renewal License is owed to the Town, the Licensee shall pay said amount, plus interest, to the Town or its designated Access Provider within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. The Licensee shall also contribute to the costs of such audit up to the amount determined by such audit to be due and payable, not to exceed Two Thousand Dollars (\$2,000).

**SECTION 7.7 – AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall comply with applicable state and/or federal laws, and shall not detract from the provisions of this Renewal License.

**SECTION 7.8 – METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and provided to the Board of Selectmen, unless the Licensee is otherwise notified in writing by the Issuing Authority.

**ARTICLE 8  
RATES AND CHARGES**

**SECTION 8.1 - RATES AND CHARGES**

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.

(b) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.

(c) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Thereafter, the Licensee shall file with the Issuing Authority all changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered. Subscribers shall have at least thirty (30) days prior to the Effective Date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall comply with 207 CMR 10.00 et seq. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.

(d) the Licensee shall include all levels and rates of Service(s) in its annual customer rate notice, including the availability and price of the lowest cost of Cable Service. In addition, upon

customer inquiry, the Licensee shall provide information relative to the various levels of Cable Service.

(e) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental (“PEG”) Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

(f) A written schedule of all rates shall be available upon request during business hours at the licensee’s business office or through email and via Licensee’s website. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

## **SECTION 8.2 – RATE REGULATION**

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under state and federal laws.

## **SECTION 8.3 – CREDIT FOR SERVICE INTERRUPTION**

In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

## **ARTICLE 9**

### **CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

#### **SECTION 9.1 – CUSTOMER SERVICE OFFICE**

(a) The Licensee shall maintain a local office within the Town of Concord, or at a convenient location to the Town of Concord. This office shall accept payments, handle adjustments to subscriber bills, respond to installation, repair, and/or maintenance requests and other service calls. Said customer service office shall be open for walk-in business during Normal Business Hours, as defined by the FCC's Customer Service Obligation, which shall include one (1) evening a week. Said customer service office location may be changed reasonably at the discretion of the Licensee provided that the Licensee gives the Issuing Authority at least ninety (90) days advance notice of any such location change.

(b) Licensee shall provide prepaid mailers to receive or return equipment.

#### **SECTION 9.2 – TELEPHONE ACCESS**

(a) The Licensee shall maintain and operate its customer services call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all state and federal requirements pertaining to the hours of operation of such customer service call center.

(b) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Concord Subscribers, unless required otherwise by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii) telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no

less than ninety (90%) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operation conditions.

### **SECTION 9.3 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation or Service calls, the Licensee shall specify in advance a choice within a four (4) hour window between 8:00 am and 7:00 pm (subject to natural light availability & time of year) or at such time as mutually agreed between the Licensee and Subscriber. Failure of the Licensee through its own fault to install cable or make the Service call as scheduled shall require the Licensee to offer a rescheduled appointment to the affected resident or Subscriber on a priority basis mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or Service call date, unless agreed to otherwise by said resident or Subscriber. The Licensee shall promptly notify residents and subscribers in writing or by telephone of their right to a priority cable installation or Service call in the event that the licensee fails to make such scheduled call(s). The Licensee shall make installation and Service calls to its Subscribers at a time which is convenient for the customer from at least 8:00 am to 7:00 pm, daylight permitting, Monday through Friday and from 8:00 am to 1:00 pm on Saturday.

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be acted upon the next business day.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations; (ii) an outage as described in section 9.3 (d) below.

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

#### **SECTION 9.4 – FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 9.4**.

#### **SECTION 9.5 – BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 9.5**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Service, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

## **SECTION 9.6 – COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for filing of and the resolution of complaints by Subscribers including an electronic complaint referral system.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Cable Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

**SECTION 9.7 – EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to visibly display an employee identification card issued by the Licensee and bearing a picture of said employee.

**SECTION 9.8– PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee ~~and the Town~~ shall comply with all applicable federal and state laws and regulations regarding privacy, including, but not limited to the provisions of Section 631 of the Cable Act (47 U.S.C. 551), as may be amended.

(b) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical, and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

**SECTION 9.9 – PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

**SECTION 9.10 – MONITORING**

The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. The Licensee shall destroy all

subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable state and/or federal law(s).

#### **SECTION 9.11 – DISTRIBUTION OF SUBSCRIBER INFORMATION**

(a) In accordance with 47 USC 551(c), the licensee shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

(i) necessary and lawful to render, or conduct a legitimate business activity related to a Cable Service or other service provided by the licensee to the Subscriber; and/or

(ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed;

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the subscriber reasonable notice and reasonable opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

#### **SECTION 9.12 – INFORMATION ON VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act, as it may from time to time be amended, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. In accordance with Section 631 of the Cable Act, if a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

**SECTION 9.13 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's authorized representative. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

**SECTION 9.14 – RESPECT FOR PRIVATE PROPERTY**

Nothing herein shall be construed as authorizing access or entry onto private property, or any other property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement, or this License.

**ARTICLE 10  
INSURANCE AND BONDS**

**SECTION 10.1 – INSURANCE**

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agents, and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation, or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse, or damage to underground utilities, commonly known as XCU coverage.

(b) A property damage insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agents, and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance, or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00).

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of (i) One Million Dollars (\$1,000,000) for bodily injury and consequent death per occurrence and (ii) Five Hundred Thousand (\$500,000) for Property Damage per occurrence.

(d) Workers Compensation in the minimum amount of the statutory limit.

(e) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000).

(f) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

(vi) The Licensee shall be responsible for all deductibles.

(vii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all liability insurance policies.

(viii) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(ix) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. All certificates shall contain, at a minimum, an obligation to provide the Issuing Authority thirty (30) day written notice of cancellation or reduction in the coverage amount(s).

## **SECTION 10.2 – PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Seventy-Five Thousand Dollars (\$75,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 11.1 and 11.2 below.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Seventy-Five Thousand Dollars (\$75,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

*It is hereby understood and agreed that this performance bond shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.*

### **SECTION 10.3 – INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers, contractors and subcontractors, or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include but not be limited to reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify and defend the Town for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Town after receipt of a claim for which indemnification is sought. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the Town.

### **SECTION 10.4 – NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

(a) Licensee will provide or cause to be provided notice if any insurance policy or performance bond is cancelled or not renewed and shall, prior to expiration or non-renewal, obtain insurance or bond complying with the requirements of this License. Licensee shall, as soon as reasonably practicable following the renewal or replacement of any insurance policy required of the Licensee by this Section, provide to the Town evidence acceptable to the Town of the renewal or replacement of the policy and in the case of any such renewal or replacement policy, Licensee shall provide a replacement Certificate of Insurance to the Issuing Authority meeting the requirements for Certificates of Insurance set forth in this Article 10 of the Renewal License.. Further, the Licensee shall notify the Town of any materially adverse modification of the coverages and other requirements of this

Section or the discontinuation of coverage under any such policy, together with a plan to correct such modification or discontinuation, within thirty (30) days after receipt of notice of such discontinuance of any insurance policy required of the Licensee by this Section.

(b) It is hereby understood and agreed that this policy (or bond) shall not be canceled, materially changed or the amount of coverage thereof reduce until sixty (60) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

## **ARTICLE 11**

### **ADMINISTRATION AND REGULATION**

#### **SECTION 11.1 – REGULATORY AUTHORITY**

The Issuing Authority and/or its designee(s) shall be responsible for the day-to-day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License.

#### **SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS**

The Issuing Authority and/or his or her designee may hold performance evaluation hearings to review the Licensee's compliance with the terms and conditions of the Renewal License and to hear comments, suggestions, and/or complaints from the public. The Licensee, if requested in writing by the Issuing Authority, shall attend such performance evaluation hearing no more than once per year. The Licensee shall fully cooperate with the Issuing Authority and/or his or her designee and produce such documents or other materials relevant to such review and evaluation as are reasonably requested by the Town. Nothing in this Section 11.2 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

#### **SECTION 11.3 – NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal, State and/or local laws or regulations, relating to nondiscrimination through the term of the Renewal License.

**SECTION 11.4 – JURISDICTION/VENUE**

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit. For any federal law issues, venue shall lie in the US District Court for the District of Massachusetts.

## **ARTICLE 12**

### **DETERMINATION OF BREACH - LICENSE REVOCATION**

#### **SECTION 12.1 - NOTICE AND OPPORTUNITY TO CURE**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot in the reasonable opinion of the Issuing Authority be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that: (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within forty-five (45) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee

is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:

- (i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) commence an action at law for monetary damages;
- (iii) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- (iv) declare the Renewal License to be revoked subject to Section 12.2 below and applicable law;
- (v) assess liquidated damages in accordance with the schedule set forth in Section 12.5 below; and
- (vi) invoke any other lawful remedy available to the Town.

(e) In the event that the Issuing Authority fails to issue a written determination within forty-five (45) days after the public hearing pursuant to Section 12.1(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

## **SECTION 12.2 – REVOCATION OF THE RENEWAL LICENSE**

The Renewal License issued hereunder may, after due written notice and hearing per Section 12.1 above, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

- (a) For false or misleading statements in, or materials omissions from, the application submitted under M.G.L. c 166A, Section 4.
- (b) For failure to file and maintain the performance bond as described in Section 10.2 (Performance Bond) or to maintain insurance as described in Section 10.1 (Insurance).
- (c) For repeated violation, as determined by the Cable Division, or commitments of the license as set forth in M.G.L.c166A Section 5(j).

(d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided by the FCC in FCC Regulations, and/or the Cable Division in Massachusetts Cable Regulations.

(e) For any Transfer or assignment of the Renewal Licensee or control thereof without the consent of the Issuing Authority in violations of Section 2.8 herein.

(f) For repeated failure to comply with the materials terms and conditions of this Renewal License including but not limited to the terms and conditions herein required by M.G.L. c. 166A Section 5 (a) – (o).

### **SECTION 12.3 – NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

### **SECTION 12.4 – NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town or of the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town, or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, Town, or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

## **SECTION 12.5 – LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages may be invoked by the Issuing Authority and, if so, shall be paid by the Licensee to the Issuing Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date of the event and not the date the Licensee received written notice, except in cases where Licensee did not know that a violation occurred, in which case damages shall accrue from the date Licensee was placed on notice of the violations.

(i) For failure to operate and maintain the Cable System in accordance with Section 3.1 above, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(ii) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Final License in accordance with Section 2.8 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(iii) For failure to comply with the PEG Access provisions and/or timelines in Article 6 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(iv) For failure to comply with the technical standards, pursuant to Section 3.8 above, One Hundred Fifty Dollars (\$150.00), for each day that any such non-compliance continues.

(v) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 9.3 above, and **Exhibit 9.3** attached hereto, Two Hundred Dollars (\$200.00) per day that any such non-compliance continues.

(b) Such liquidated damages shall not be a limitation upon any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each violation of any material provision of this License shall be considered a separate violation for which separate liquidated damages can be imposed.

(d) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that if invoked by the Issuing Authority, the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term “franchise fee” provided by Section 622(g)(2)(A)-(D) of the Cable Act.

## **ARTICLE 13**

### **REPORTS, AUDITS AND PERFORMANCE TESTS**

#### **SECTION 13.1 – GENERAL**

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the Town to the appropriate appellate entities.

#### **SECTION 13.2 – FINANCIAL REPORTS**

(a) Upon written request by the Issuing Authority and in accordance with applicable law, after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the Cable Division Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by State and/or federal law.

(b) The Licensee shall also provide any other reports required by State and/or federal law that are required to be provided to the Issuing Authority.

#### **SECTION 13.3 – CABLE SYSTEM INFORMATION**

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority a report of the number of Basic Service Subscribers, the number of dwelling units

passed and the number of plant miles completed. The Licensee may submit such information subject to Section 13.1 (b) above.

#### **SECTION 13.4 – IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with the requirements of this Renewal License, the Licensee shall provide, upon written request of the Issuing Authority, but not more than once annually, the Issuing Authority with a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis); and (ii) confirmation that, under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

#### **SECTION 13.5 – SUBSCRIBER COMPLAINT REPORTS**

In accordance with the regulations of the Cable Division of the Massachusetts Department of Telecommunications, the Licensee shall submit a completed copy of the Cable Division of the Massachusetts Department of Telecommunications Form 500, a copy of which is attached hereto as **Exhibit 13.5**, to the Issuing Authority or its designee(s).

#### **SECTION 13.6 – ANNUAL PERFORMANCE TESTS**

Upon the written request of the Issuing Authority, the Licensee shall make available to the Issuing Authority proof of performance test data, consistent with the applicable FCC regulations set out in 47 C.F.R. §76.601 et seq.

**SECTION 13.7 – QUALITY OF SERVICE**

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

**SECTION 13.8 – DUAL FILINGS**

If requested, in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 12.1 supra.

**SECTION 13.9 – INVESTIGATION**

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

**ARTICLE 14  
MISCELLANEOUS**

**SECTION 14.1 – SEVERABILITY**

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

**SECTION 14.2 – FORCE MAJEURE**

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

**SECTION 14.3 – ACTS OR OMISSIONS OF AFFILIATES**

During the term of the Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the

construction, installation, maintenance, or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

#### **SECTION 14.4 – NOTICES**

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

Town of Concord  
Attn: Select Board  
Concord Town House  
22 Monument Square  
Concord, MA 01742

with copies to: Town of Concord  
Attn: Cable Advisory Committee  
Concord Town House  
22 Monument Square  
Concord, MA 01742

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

Comcast Cable Communications, Inc.  
Attn: Government & Community Relations  
22 New Park Drive  
Berlin, CT 06037

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

and

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

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

#### **SECTION 14.5 – RENEWAL LICENSE EXHIBITS**

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

#### **SECTION 14.6 – ENTIRE AGREEMENT**

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

#### **SECTION 14.7 – CAPTIONS**

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

#### **SECTION 14.8 – WARRANTIES**

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

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee

to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against Licensee in accordance with the provisions herein;

(d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License; and

(e) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of the Effective Date of this Renewal License.

**SECTION 14.9 – NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to 47 U.S.C. Section 555(a), as it may from time to time be amended, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents, or employees other than injunctive relief or declaratory relief arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

**SECTION 14.10 – TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves to itself, and the Licensee acknowledges, the Town's right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this Section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

**SECTION 14.11 – TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

**SECTION 14.12 – APPLICABILITY OF RENEWAL LICENSE**

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

**SECTION 14.13 - NO THIRD PARTY BENEFICIARIES**

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public or other third party to enforce or bring suit or claims in law or equity under the terms of this Renewal License.

**WITNESS OUR HANDS AND OFFICIAL SEAL, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

**TOWN OF CONCORD**

By its:  
Select Board

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
Select Board

\_\_\_\_\_  
Select Board

\_\_\_\_\_  
Select Board

\_\_\_\_\_  
Select Board

Approved as to legal form:

\_\_\_\_\_  
Town Solicitor

**COMCAST OF MASSACHUSETTS III, INC.**

By:

\_\_\_\_\_  
Carolyne Hannan, Sr. Vice President  
New England Region

**EXHIBIT 3.5**

**CABLE DROPS TO PUBLIC BUILDINGS**

**Municipal Buildings**

**With Cable Drops and Cable Service:**

Concord Town House .....	22 Monument Square
Concord Public Library.....	129 Main Street
Concord Fire Station.....	209 Walden Street
Concord Public Works Department.....	133 Keyes Road and 135 Keyes Road
Concord Municipal Light Plant .....	1175 Elm St
West Concord Fire Station.....	1201 Main St.
Concord Assessors Office.....	24 Court Lane
Fowler Branch Library.....	1322 Main Street
Dept. of Planning and Land Mgmt.* .....	141 Keyes Road
Council on Aging* .....	1276 Main Street
Concord Police Station* .....	219 Walden Street
Recreation Department* .....	90 Stow St.

\* Requires Cable Drops and Cable Service

**School Buildings – have drops**

Concord Carlisle Regional High School.....	500 Walden Street
Ripley Administration Building.....	120 Miriam Road
Alcott School .....	93 Laurel Street
Concord Middle School/Peabody Building .....	1231 Old Marlboro Road
Sanborn Middle School.....	835 Old Marlborough Road
Willard Elementary School.....	185 Powdermill Road
Thoreau Elementary School.....	29 Prairie Street

## **EXHIBIT 5.2**

### **PROGRAMMING**

Licensee shall provide the following broad categories of Video Programming:

- News Programming
- Sports Programming
- Public Affairs Programming
- Children's Programming
- Entertainment Programming
- Foreign Language Programming
- Local Programming

**EXHIBIT 6.3**

**PEG ACCESS VIDEO PRIMARY SIGNAL AGGREGATION SITE**

**PEG ACCESS SIGNAL PRIMARY AGGREGATION SITE**

Concord Carlisle Regional High School  
500 Walden Street

## **EXHIBIT 9.4 – FCC CUSTOMER SERVICE OBLIGATIONS**

TITLE 47--TELECOMMUNICATION  
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

**Sec. 76.309 Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this Section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this Section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this Section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free, or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages, and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a

time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this Section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise, and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable

## **EXHIBIT 9.5**

### **BILLING AND TERMINATION OF SERVICE**

#### **207 CMR 10.00**

##### **10.01: Billing Practices Notice**

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

##### **10.02: Services, Rates and Charges Notice**

- (1) The cable television operator shall give notice of its services, rates, and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

##### **10.03: Form of Bill**

- (1) The bill shall contain the following information in clear, concise, and understandable language and format:
  - (a) The name, local address, and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
  - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
  - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
  - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;

- (e) the amount of the bill for the current billing period, separate from any prior balance due;
- (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
  - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
  - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
  - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

#### **10.04: Advance Billing and Issuance of Bill**

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

#### **10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service**

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
  - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
  - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
  - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

#### **10.06: Charges for Disconnection or Downgrading of Service**

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
  - (a) A subscriber requests total disconnection from cable service; or
  - (b) A subscriber requests the downgrade within the 30-day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior

to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

**10.07: Billing Disputes**

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

**10.08: Security Deposits**

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

**EXHIBIT 13.5**

**FORM 500**

*Please see attached.*

## Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Contact:

Phone:

E-Mail:

Average Resolution Time:

< 1 > Less than 1 Day, < 2 > 1-3 Days, < 3 > 4-7 Days, < 4 > 8-14 Days, < 5 > 15-30 Days, < 6 > > 30 Days

Manner of Resolution:

A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Appointment/Service call	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Billing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Customer Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Defective Notice	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Installation	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Reception	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Interruption	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Unable to Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Failure to Respond to Original Complaint	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



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Date: June 27, 2025

To: Shannon McAndrew, Town Manager's Office, Management Specialist

Via: Jason Bulger, CMLP Director

Via: Joe Repoff, CMLP Assistant Director

From: Jeffrey Cosgrove, CMLP Lead Electrical Engineer

Cc: Steven Dookran, CPW Town Engineer

Cc: Justin Richardson, CPW Assistant Town Engineer

Subject: Application for Cingular Wireless PCS, LLC, D/b/a AT&T, Two Equipment Locations on Sudbury Rd

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Cingular Wireless PCS, LLC, D/b/a AT&T. The Applicant is proposing to install cell equipment and subsequent infrastructure on two utility poles located along Sudbury Rd in Concord. The Applicant has been working with both the Concord Municipal Light Plant (CMLP), Verizon, and various Town Departments in preparing the application. Two locations have been identified for said equipment located along Sudbury Rd in Downtown Concord on the following utility poles:

- Sudbury Rd: Pole #'s 2 and 14

Both poles will need to be replaced with a slightly taller pole in order to meet the required cell equipment installation height for proper wireless communications in this area. These poles will be replaced by CMLP at the Applicant's expense and are considered make ready work.

CMLP has no objection to the approval of the petition and is subject to the following supplemental conditions (noted below), including the Town's 2022 Policy for Small Cell Wireless Installations and Concord Public Works (CPW) requirements which are outlined in their memo.

1. Prior to Construction
  - a. The Applicant must complete a site visit with CMLP and CPW.
  - b. All applicable make ready work must be completed.
  - c. The 3<sup>rd</sup> party Attachment Application shall be completed by the Applicant and approved by CMLP. Additionally, the Applicant must satisfy all Verizon conditions for attachments as joint owners of the poles.
  - d. The Applicant shall provide CMLP with an emergency contact list and information for any applicable employees or 3<sup>rd</sup> party contractors who will be responding in the event of an emergency, i.e. pole struck, damaged equipment. No work shall be performed on these poles without the express consent of both CMLP and Verizon.



# CONCORD MUNICIPAL LIGHT PLANT

ELECTRIC | BROADBAND | ENERGY MANAGEMENT

2. The new cellular equipment and subsequent infrastructure shall be installed using common industry standards and shall meet all applicable Massachusetts Electrical Code and National Electric Safety Code requirements.
3. As-built plans must be provided to the Concord Municipal Light Plant Engineering Division prior to the final closeout of the project.

**CONCORD PUBLIC WORKS  
ENGINEERING DIVISION**

**Tel: 978 - 318 - 3210**

**Fax: 978 - 318 - 3245**

133 Keyes Road  
Concord, MA 01742



**DATE: 04/14/2025**

**MEMORANDUM**

**TO:** Andrea Fountain, Executive Assistant to the Select Board  
**VIA:** Alan Cathcart, Director of Public Works  
**FROM:** Stephen Dookran PE, Town Engineer  
**PREPARED BY:** Justin Richardson, PE, Assistant Town Engineer  
**SUBJECT:** Application of New Cingular Wireless PCS, LLC D/b/a AT&T for two small cell wireless installations on replaced wood utility poles in the Sudbury Road public right-of-way.

This memorandum is to provide comments to the Select Board on the application dated March 12, 2025, to install two small cell wireless installations by AT&T in the Sudbury Road public right-of-way. The applicant proposes the replacement of two existing wood utility poles with taller wood utility poles closed to #1 and #143 Sudbury Road and attach two small cell wireless antennas and appurtenances to the new utility poles. The request is to address coverage and capacity issues for AT&T's Network in the area. Concord Public Works (CPW) Engineering Division has reviewed the application and has no objection to the approval of the petition. The approval is subject to the following conditions and all other requirements in the Town's 2022 policy on Small Cell Wireless Installation.

1. CPW requests that other Town Departments, as designated by the Town's 2022 policy, review this application.
2. Prior to construction, the applicant must complete a site visit with CPW to review work to be completed. CPW shall be notified at least 24 hours prior to the start of construction.
3. The applicant must remove any infrastructure including existing utility poles deemed obsolete because of this project.
4. As-built plans must be provided to the CPW Engineering Division prior to the final closeout of the project.
5. The Applicant will remove the new antennas and appurtenances upon completion of their service life.
6. A Right-of-Way (ROW) permit application shall be submitted to CPW with stamped constructions plans. No work shall commence until CPW has completed its review and provides ROW Permit approval to the Applicant.
7. Any deviations from the plan with respect to location of the utility poles and location of equipment on the poles must be brought to the attention of CPW Engineering before proceeding with the change.

8. A traffic management plan shall be submitted to the Concord Police Department Traffic Safety Officer, Concord Fire Department and the CPW Engineering Division for approval. This should include sidewalk closures and alternative pedestrian routes around the construction.
9. The Applicant shall notify emergency services, the school district, the post office, and CPW Solid Waste for trash pickup services via email one week prior to the start of construction. The applicant shall also notify neighborhood residents with door hangers prior to the start of construction.
10. The Applicant and its Contractor, if applicable, shall adhere to the CPW Construction and Tree Protection Standard Operating Procedures including the protection of public shade trees: "No person may plant, trim, cut, or remove a public shade tree without the prior permission of the Tree Warden and Engineering Division. This control includes the cutting of roots during construction." The contractor shall be responsible for installing wooden tree guards with orange snow fencing on public shade trees located within the work zone.



**TOWN OF CONCORD  
APPLICATION FOR SMALL CELL WIRELESS INSTALLATIONS  
COVER SHEET**

**New Cingular Wireless PCS, LLC d/b/a AT&T (“AT&T”) for Two (2) Small Cell Wireless Installations on Replacement Wood Utility Poles in the Public Rights of Way Pursuant to the Town of Concord Policy (the "Policy") Near the Following locations:**

- 1 Sudbury Road, Concord, MA (CRAN\_RCTB\_00070\_001, “Node 1”); and**
- 143 Sudbury Road, Concord, MA (CRAN\_RCTB\_00070\_002, “Node 2”).**

Total number of Small Wireless Facilities being requested on this application: **Response 2.**

Total number of applications filed by the applicant in the last 60 days: **Response 0.**

- Date and Time stamped on each application
- Fees

\$500, payable by check (made out to the Town of Concord) for up to five locations  
**Response: Please find a check enclosed for \$500.**

All applications shall number each page with easily identifiable identifier numbers.  
**Response: Each small cell wireless facility location is clearly identified.**

Specify whether the application is under the FCC Declaratory Ruling and Third Report and Order, §6409/Wireless Siting Order, or neither:  
**Response: FCC Declaratory Ruling and Third Report and Order**

If §6409 application, submit documentation to establish the basis for that conclusion, and specify which shot clock (60-, 90-, or 150-day) applies and the basis for that conclusion:

**Response: The shot clock in this instance is 60 days pursuant to FCC Regulations - 47 C.F.R. §1.6003(c)(1)(iii). The proposed facilities are attachments to existing albeit replacement, utility poles.**

Does the application include copies of all permits or notification that a permit was not needed (except for a building permit) from other Town boards and committees with jurisdiction over the proposed locations and facilities? Yes **X** to the best of our knowledge. No

Checklist of prior reviewing departments (insert Y, N, or N/A)

<u>Y</u> Light Plant	_____ Planning & Zoning
_____ Police	_____ Public Works Engineering
_____ Fire	_____ Building
_____ Board of Health	_____ Other (specify)
_____ Natural Resources	

Submit a copy of all such received permits or verification that no permit is needed. If not, which permits are still required.

**Response: If approved, AT&T will obtain all required building and/or electrical permits prior to construction.**

Is this application a re-submission? **Response: No.**

Public hearing notices shall be posted in accordance with state law (MGL CH40A §11) and mailed to abutters within three hundred (300) feet of the proposed locations by the applicant using certified abutters lists obtained from the Assessor's Office.

**Response: Acknowledged.**

Three (3) hard copies of the application are required.

**Response: Acknowledged.**

One (1) electronic copy to [tmo@concordma.gov](mailto:tmo@concordma.gov).

**Response: Acknowledged.**

Applicant's name: **New Cingular Wireless PCS, LLC (d/b/a "AT&T")**

Address: **492 Old Connecticut Path, Suite 210, Framingham, MA 01701**

Telephone number: **508-596-9245**

Email address: **rd1090@att.com**

Names, addresses, telephone numbers, and email addresses of anyone acting on behalf of the Applicant with respect to the application.

**Response: Vincent Paquette, 750 West Center Street, Suite 301, West Bridgewater, MA 02379; 617-905-8575; [vpaquette@clinellc.com](mailto:vpaquette@clinellc.com)**

**Edward D. Pare, Jr., Brown Rudnick LLP, One Financial Center, Boston, MA 02111; 401-481-6574; [epare@brownrudnick.com](mailto:epare@brownrudnick.com)**

Ensure that wet stamps/wet signatures of professional designers are on all drawings

**Response: Please see enclosed Plans.**

Include detailed drawings and descriptions of the equipment to be installed, whether mounted on poles or on the ground, or otherwise, including:

**Response: Please see enclosed Plans and narrative.**

Description of type of equipment

**Response: Please see enclosed Plans and narrative.**

Specifications of equipment

***Response:* Please see enclosed Plans.**

Dimension of each piece of equipment and total dimensions of all equipment

***Response:* Please see enclosed Plans.**

Costs of all equipment and installation

***Response:* The cost of all equipment and installation is approximately \$25,000.**

Total weight at each location

***Response:* Please see enclosed Plans.**

How will equipment be mounted and what type of material will be used to mount equipment

***Response:* Please see enclosed Plans and details of mounting bracket.**

All power sources for equipment (comment on necessary wires, cables, and conduit)

***Response:* Please see enclosed Plans. Power will be coordinated with CMLP and utility company for electricity and fiber connection.**

Expected life of equipment

***Response:* The expected life of the proposed equipment is estimated to be approximately 15-20 years.**

Coverage area of equipment, including:

***Response:* Please see enclosed Plans.**

Amount of antennas

***Response:* One (1) canister antenna as depicted on the enclosed Plans.**

Antenna model(s)

***Response:* Two RRUs – models 4890 and 4490 for each small cell wireless facility using standard electrical power.**

Antenna length(s)

***Response:* Antenna length is 24”.**

Remote radio units (RRU) count and power

***Response:* Two RRUs – models 4890 and 4490 using standard electrical power.**

Antenna height

***Response:* The top height of the antenna is approximately 32’6” for Node 1 and 37’ for Node 2, above ground level; please see the plans submitted with the Application for details.**

Typical coverage area radius/radii

**Response: Coverage varies depending on terrain, obstructions and usage but typically about a ¼ mile radius. Also, please see enclosed coverage plots prepared by AT&T.**

Call capacity of equipment, including:

Total RRUs

**Response: Two RRUs – models 4890 and 4490 for each small cell wireless facility.**

Max bandwidth per RRU

**Response: The 4890 RRU is capable of one (1) 20 MHz channel and one (1) 10 MHz channel with a theoretical throughput of 453 megabits per second (Mbps). The 4490 RRU is capable of one (1) 20 Mhz channel with theoretical throughput of 302 Mbps.**

Multiple input, multiple output (MIMO) per RRU

**Response: The 4890 RRU is 4x8 MIMO and the 4490 RRU is 4x4 MIMO.**

Backhaul rate per RRU

**Response: Backhaul rate per RRU is 10 gigabits per second.**

**As noted on the plans, AT&T's RRUs are within the proposed equipment cabinet and will not be visible.**

Hardening, including:

**Response: No hardening is proposed at this time.**

Whether there is battery backup

**Response: None proposed at this time.**

Whether there is generator backup

**Response: None proposed at this time.**

Whether there are multiple fiber paths to switch

**Response: AT&T will likely maintain more than one fiber path to its network switch.**

Frequency of equipment proposed to be installed.

**Response: AT&T utilizes 700, 1900 and 2100 MHz frequencies.**

Also, include:

Photos, rendering and elevation of equipment proposed to be installed.

**Response: Please see enclosed photo simulations.**

Detailed map with locations of the poles or other facility on which equipment is to be located, including specific pole identification number, if applicable, and the areas it will service. The data must be supplied in a format that can be uploaded as a data layer to the Town's Geographic Information System (GIS).

***Response:* Please see the enclosed Plans and the attached .kmz map. AT&T will work with the Town of Concord to regarding the proper format for uploading into the Town's GIS.**

Detailed map showing existing and proposed small cell installations within 500 feet of the Application site.

***Response:* Please see enclosed coverage maps. AT&T has no small cell installation within 500 feet of the Site. AT&T is unaware of any other small cell wireless installation within 500 feet of either Site.**

Certification by a registered professional engineer that the pole/location will safely support the proposed equipment.

***Response:* Please see enclosed structural analysis.**

Written consent from the pole, structure, or facility owner to the installation.

***Response:* Please see enclosed letter of authorization from CMLP.**

An affidavit from a Radio Frequency Engineer outlining the network/network service requirements in Concord and how the installations address that need in Concord. Such affidavit should characterize the current level of coverage and how the desired installations will change the current level of coverage, through or with coverage maps, including current and proposed coverage, including a breakdown of "excellent" "good" and "poor" reception areas.

***Response:* Please see enclosed Report from AT&T's radio frequency engineer and coverage maps. The proposed small cell wireless facilities will provide much needed coverage and capacity near the Sites.**

Insurance certificate evidencing workers' compensation and comprehensive general liability coverage for the installation.

***Response:* Please see enclosed certificate of insurance.**

Include a description as to why the desired location is superior to other similar locations, from a community perspective, including:

Visual aspects

***Response:* Please see enclosed photosimulations. These proposed small cell wireless facilities effectively utilize existing utility poles which are being replaced rather than introducing an entirely new structure. The visual impact of the small cell wireless facilities**

**will be minimal as evidence by the photo simulations. The Sites were selected based on detailed input from CMLP and other officials from the Town of Concord.**

Proximity to residential structures

***Response:* The closest residential structure is more than 80' from the small wireless facility. Node 2 is located in a commercially developed area adjacent to a Mobil gas station.**

A description of efforts to co-locate the equipment on existing structures, poles, or towers which currently exist or are under construction. A good faith effort to co-locate is required and evidence of such efforts must be included within the application.

***Response:* The proposed installations effectively utilize existing utility poles which must be replaced.**

A narrative of how design requirements have been met.

***Response:* Please see attached narrative submitted with this Application.**

Conditions/Prohibitions:

No small cell wireless installations shall be installed on double poles.

***Response:* The proposed facilities are not proposed on double poles, nor create a double pole situation once installation is complete.**

No small cell wireless installation shall be installed on poles which are not ADA compliant.

***Response:* The poles will be ADA compliant and are replacing the existing poles. The completed installation will not impede on ADA accessibility as there is no equipment on the ground.**

No small cell wireless installations shall remain within the Town right of way or on Town property which has not been certified as in- use in the annual re-certification affidavit.

***Response:* To the extent not preempted by federal law and while reserving all rights, AT&T acknowledges this provision of the Policy.**

No small cell wireless installation equipment shall be replaced or altered without a new application, hearing, and approval from the Select Board unless the equipment is no longer properly functioning, and it is being replaced with the same or substantially similar equipment.

***Response:* To the extent not preempted by federal law and while reserving all rights, AT&T acknowledges this provision of the Policy.**

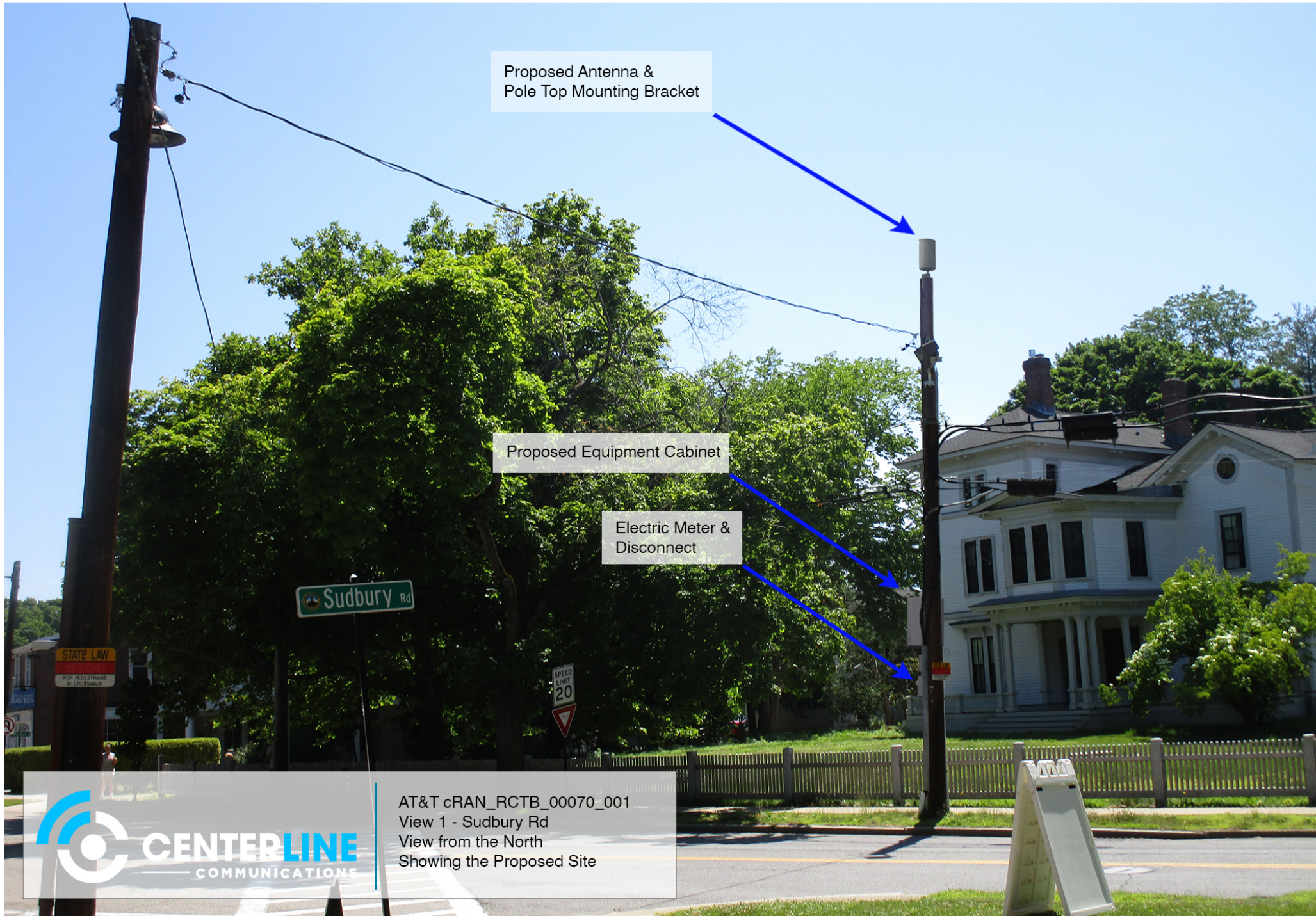
Agree to Conditions/Prohibitions as set forth in Town bylaws and policies. As submitted by,

***Response:* To the extent not preempted by federal law and while reserving all rights, AT&T acknowledges and agrees to this provision of the Policy.**



AT&T cRAN\_RCTB\_00070\_001  
View 1 - Sudbury Rd  
View from the North  
Showing the Existing Site





Proposed Antenna & Pole Top Mounting Bracket

Proposed Equipment Cabinet

Electric Meter & Disconnect



AT&T cRAN\_RCTB\_00070\_001  
View 1 - Sudbury Rd  
View from the North  
Showing the Proposed Site



AT&T cRAN\_RCTB\_00070\_001  
View 2 - Sudbury Rd  
View from the North  
Showing the Existing Site



Proposed Antenna & Pole Top Mounting Bracket

Proposed Equipment Cabinet

Electric Meter & Disconnect



AT&T cRAN\_RCTB\_00070\_001  
View 2 - Sudbury Rd  
View from the North  
Showing the Proposed Site





Proposed Antenna & Pole Top Mounting Bracket

Proposed Equipment Cabinet

Electric Meter & Disconnect



AT&T cRAN\_RCTB\_SSHR\_02  
View 1 - Sudbury Rd  
View from the North  
Showing the Proposed Site



AT&T cRAN\_RCTB\_SSHR\_02  
View 2 - Sudbury Rd & Thoreau St  
View from the Southwest  
Showing the Existing Site



Proposed Antenna & Pole Top Mounting Bracket

Proposed Equipment Cabinet

Electric Meter & Disconnect



AT&T cRAN\_RCTB\_SSHR\_02  
View 2 - Sudbury Rd & Thoreau St  
View from the Southwest  
Showing the Proposed Site

**TOWN OF CONCORD  
SELECT BOARD  
PUBLIC HEARING NOTICE**

**Notice is hereby given that a Public Hearing will be held at the Town House in the Select Board Meeting Room, 22 Monument Square, Concord, MA and via Zoom on Monday, June 30, 2025 at 6:00 PM**, to hear the application of New Cingular Wireless PCS, LLC D/B/A AT&T for two small cell wireless installations on replaced wood utility poles in the Sudbury Road public right-of-way. The applicant proposes the replacement of two existing wood utility poles with taller wood utility poles close to #1 and #143 Sudbury Road and attach two small cell wireless antennas and appurtenances to the new utility poles. The request is to address coverage and capacity issues for AT&T's Network in the area.

The application was filed with the Select Board on April 3, 2025. **Please review the Select Board meeting agenda at [www.concordma.gov](http://www.concordma.gov) to confirm the exact timing of the Hearing.** Zoom meeting information (will also be posted on meeting agenda):

<https://us02web.zoom.us/j/85175010709?pwd=eArYoenACNjRTa3Caem4iFwwce5Yl7.1>

Meeting ID: 851 7501 0709  
Passcode: 905480  
Dial In Toll-Free: 833 928 4608

Questions on the application should be directed to **Attorney Edward Pare, Jr.** of Brown Rudnick at [epare@brownrudnick.com](mailto:epare@brownrudnick.com) or 401-481-6574. Questions on the Public Hearing process should be directed to **Shannon McAndrew**, Management Specialist for the Town of Concord at [smcandrew@concordma.gov](mailto:smcandrew@concordma.gov) or 978-318-3003.

By Order of the Select Board

Mark Howell, Clerk

June 22, 2025

Town of Concord  
Select Board  
22 Monument Square  
Concord, MA 01742

**Re: Removal of Oak tree at 138 Crescent Road**

Dear Select Board Members,

I am writing on behalf of my parents, Colonel (retired) and Mrs. Vincent MacDonald. We are requesting the Select Board grant permission for removal of the large Northern Red Oak tree at 138 Crescent Road. A Public Shade Tree hearing was held on April 29, 2025 and the request to remove the tree was denied by the Tree Warden due to a single objection by a non-abutting Concord resident. Some historical and additional information to support this request is provided below for your consideration.

Vince and Rose MacDonald have lived at 138 Crescent Road in Concord for 34 years. They first reached out to Concord DPW in September 2019 and requested this tree be assessed and pruned as branches were falling into their driveway and yard. Per an email from the DPW, in July of 2022, the tree was listed in “fair” condition. Moriah Day, Arborist, stated in her report dated 11/30/2022 that “Although the house and vehicles parked at 138 Crescent Street, as well as people in the house or parked vehicles, pedestrians and vehicles on Crescent Street, and utility lines were all potential targets and would experience significant or severe consequences in the event of codominant stem failure, the likelihood of failure within the next year is improbable, and thus overall risk associated with the codominant stems is low. Due to the presence of these codominant stems, continued annual monitoring of the tree is recommended.”

The MacDonalds have worked cooperatively with DPW since 2019 to monitor the tree and have it regularly pruned with the hope that it would not have to be removed. Recently however, falling branches from several storms have caused damage twice to their vehicle (repairs which they paid for out of pocket). The roots have damaged their driveway with upheaval. The base is now so large that it presents a hazard for them pulling out of their driveway. The driveway is narrow and the trunk has grown into the side of the driveway making it difficult to navigate around as well as blocking their line of sight pulling out onto this curvy road.

The MacDonalds regularly prune the rhododendron and the Town has noted that it “does not promote or install mirrors as a sightline safety mechanism.” We understand that there will be an expense to taxpayers to remove the tree. My parents have been tax paying citizens of Concord since 1991. In addition, Chapter 87 states: “Any person injured in his property by the action of the officers in charge of the public shade trees as to the trimming, cutting, removal or retention of any such tree, or as to the amount awarded to him for the same, may recover the damages, if any, which he has sustained, from the town under chapter seventy-nine.” Failure of the Town to remove this tree based on the history of complaints, may open the Town up to liability for damages which would likely far outweigh the cost to taxpayers for removing the tree.

On a personal note, when my father was Base Commander at Hanscom AFB, over a hundred trees were planted on base and they were awarded Tree City awards. As a Board of Trustee of Charlton Heritage Preservation Trust for over 20 years and the Conservation Administrator in the Town of Leicester, MA, I certainly understand the importance of trees for reducing carbon and producing oxygen, as well as providing shade, food, and habitat for wildlife. This particular tree, however, also presents a danger to my parent's property and safety, and due to the poor line of sight, the safety of the children and residents who walk, bike, and drive along Crescent Road.

Attached to this letter is a Sight Distance Measurement and sketch from a Professional Engineer along with photos of the Oak tree. I have also included a video showing the difficulty pulling out of the driveway.

Crescent Road is a beautiful tree lined street with a large number of public shade trees that are healthy and do not pose a danger to life and property. Vince and Rose MacDonald are willing to make a donation to the 250 Memorial Trees planting project or the Concord Tree Fund if the Select Board approves removal of this tree.

Respectfully,

A handwritten signature in blue ink that reads "Lisa Westwell". The signature is cursive and fluid.

Lisa Westwell for  
Vince and Rose MacDonald  
138 Crescent Road  
Concord, MA 01742

June 20, 2025

Vincent & Rose MacDonald  
138 Crescent Road  
Concord, MA 01742

**Re: Sight Distance Measurement  
138 Crescent Road Concord, MA**

Dear Vincent & Rose,

At your request, on June 14, 2025 I conducted a field review of the available sight distance for your existing residential driveway located at 138 Crescent Road, Concord, MA (the "Site"). The American Association of State Highway and Transportation Officials (AASHTO) publication, *A Policy on Geometric Design, 2018 Edition*, defines minimum and recommended sight distances at intersections.

Specifically, my review is related to the existing approximately 43 IN diameter oak tree located within the Crescent Road right of way off the southeast corner of the driveway. The Oak tree is set back approximately 3 FT from the edge of travelled way and is located directly within the sight triangle associated with a vehicle exiting the driveway. The drivers sight distance to the southeast is mostly obscured by the existing large diameter oak tree when exiting the driveway.

The minimum sight distance is based on the required stopping sight distance (SSD) for vehicles traveling along the main road. SSD is the minimum distance required for a vehicle traveling at a certain speed to safely stop before reaching a stationary object in the road. Stopping sight distance is measured from an eye height of 3.5 feet to an object height of 2.0 feet above street level.

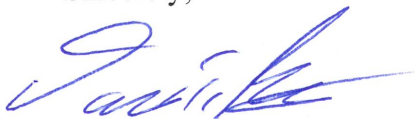
Crescent Road is an unmarked rural roadway in Concord and therefore has a design speed of 25 mph. The recommended AASHTO SSD for a 25-mph roadway is equal to 155 FT. The actual SSD measured from the perspective of a driver approaching your driveway from the east equals approximately 97 FT, less than the recommended AASHTO SSD.

Attached for your review is a sketch showing the existing driveway, oak tree, and required sight triangle and SSD measurement. In conclusion, I believe the existing tree obscures the drivers view to the southeast when exiting the driveway resulting in a safety concern. Additionally, the existing 43 IN oak tree reduces the recommended SSD for a driver on Crescent Road approaching the driveway to less than AASTO standards for a 25-mph roadway.

Please contact me at (508) 864-6802 with any questions or if you need more information.

Thank you.

Sincerely,



David T. Faist, P.E.  
Civil Engineer  
MA PE License #41192  
67 Hall Road, Sturbridge MA 01566  
Cell Phone: (508) 864-6802

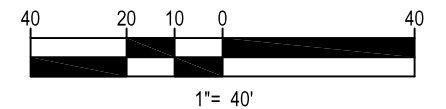
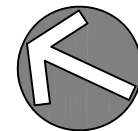
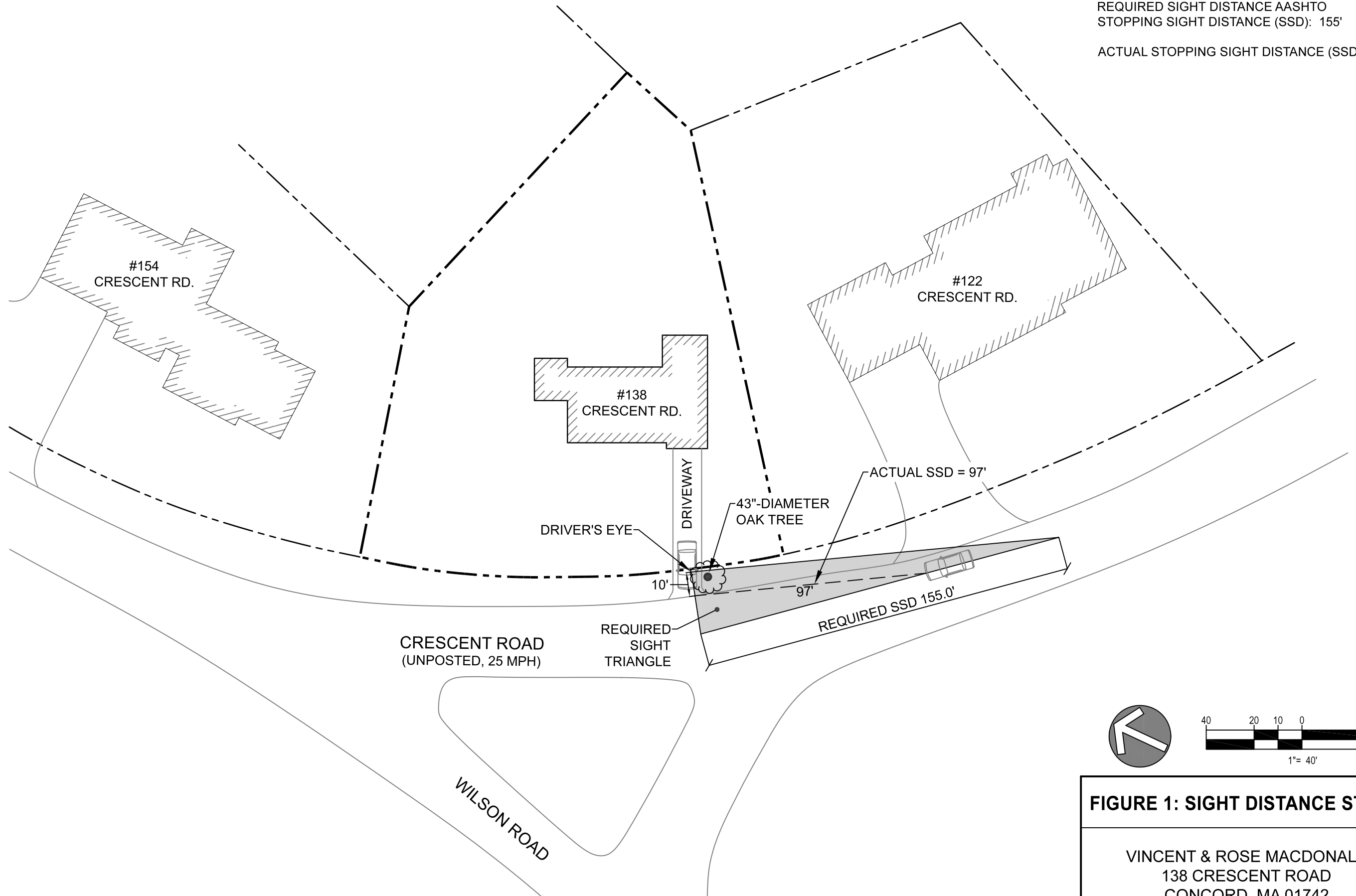


**CRESCENT ROAD**

DESIGN SPEED: 25 MPH

REQUIRED SIGHT DISTANCE AASHTO  
STOPPING SIGHT DISTANCE (SSD): 155'

ACTUAL STOPPING SIGHT DISTANCE (SSD): 97'



**FIGURE 1: SIGHT DISTANCE STUDY**

VINCENT & ROSE MACDONALD  
138 CRESCENT ROAD  
CONCORD, MA 01742

Photos of Northern Red Oak at 138 Crescent Road, Concord, MA



**Photos of Northern Red Oak at 138 Crescent Road, Concord, MA**



**Photos of Northern Red Oak at 138 Crescent Road, Concord, MA**



Photos of Northern Red Oak at 138 Crescent Road, Concord, MA



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CONCORD PUBLIC WORKS  
HIGHWAY & GROUNDS  
133 Keyes Road  
Concord, MA 01742

Tel: (978) 318 - 3220  
Fax: (978) 318 - 3204



DATE: June 30<sup>th</sup>, 2025

**MEMORANDUM**

---

**TO:** Select Board, Town of Concord

**VIA:** Kerry Lafleur, Town Manager

**CC:** Alan H. Cathcart, Director of Public Works  
Aaron Miklosko, Highway & Ground Superintendent, Deputy Tree Warden

**FROM:** Erik Shaw, Asst. Highway & Grounds Superintendent, Tree Warden

**SUBJECT: Public Shade Tree Removal – 138 Crescent Road**

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**138 Crescent - Tree Removal Permit Information:**

On Friday April 4<sup>th</sup>, the town received notification from Lisa Westwell on behalf of her father, Vincent MacDonald, property owner of 138 Crescent Road, requesting a hearing to remove a public shade tree. The request cited a history of falling branches and indicated that it has become a sight line problem exiting the driveway onto the roadway.

A public shade tree hearing was posted and held on April 29, 2025 at 11:00am for a 43" DBH double leader Northern Red Oak (TKID 11193). Erik Shaw (Tree Warden), Aaron Miklosko (Deputy Tree Warden), Tim Jones (CPW Staff), Lisa Westwell, Vincent MacDonald, and Mrs. MacDonald were present. The town received an objection to the removal of the tree in writing via email on April 23<sup>rd</sup>, 2025, and the request for removal was denied by the Tree Warden as required by law. The residents were informed that the tree would not be removed.

The tree has been maintained by the Town over the past few years, including the installation of a support cable in 2018, the inspection of the cable and overall tree structure by Davey Tree in 2022, and additional structural pruning and cable inspection by CPW staff in 2023. Based on these services the tree remains in fair condition, as noted from our inventory and condition report from 2017.

**MGL CH87 Public Shade Tree Law Information:**

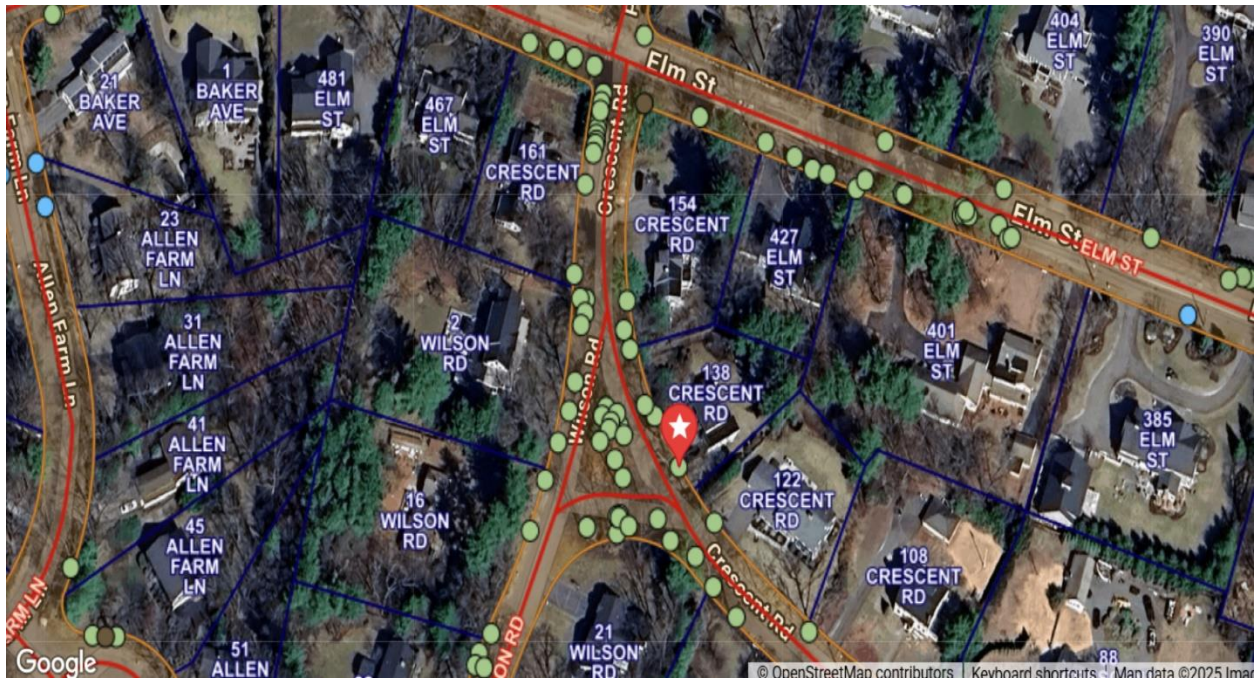
From MGL CH 87, section 3: Cutting of public shade trees; public hearing.

*“public shade trees shall not be cut, trimmed or removed, in whole or in part, by any person other than the tree warden or his deputy, even if he be the owner of the fee in the land on which such tree is situated, except upon a permit in writing from said tree warden, nor shall they be cut down or removed by the tree warden or his deputy or other person without a public hearing.”*

From MGL Ch 87, Section 4: Cutting down or removing public trees; approval of selectman or mayor.

*“Tree wardens shall not cut down or remove or grant a permit for the cutting down or removal of a public shade tree if, at or before a public hearing as provided in the preceding section, objection in writing is made by one or more persons, unless such cutting or removal or permit to cut or remove is approved by the selectmen or by the mayor.”*

Written objections from the community were received prior to the hearing and the request for removal was denied by the Tree Warden as required by law.



Site Plan of Public Shade Tree – 138 Crescent Road.



43" DBH Northern Red Oak at 138 Crescent Road.

## **Special Town Election Language**

### Debt Exclusion Question – Article 8 – Road Maintenance

Shall the Town of Concord be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to fund the Town's Five-Year Road Maintenance Program, including, without limitation, the costs of engineering, design, site preparation, construction, landscaping, paving, traffic signalization improvements, and pedestrian and bicycle improvements, and all other costs incidental or related thereto?

### Debt Exclusion Question – Article 13 – Amenities Building

Shall the Town of Concord be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to fund the construction of an amenities building with public restrooms and concessions space, including without limitation the costs of engineering, design, site preparation, excavation, subsurface materials, and construction, and all other costs incidental or related thereto, at the Concord-Carlisle High School located at 500 Walden Street, Concord, Massachusetts; and all other costs incidental or related thereto?



# Town of Concord

Office of the Town Clerk  
22 Monument Square  
Concord, Massachusetts 01742-0535

**ANNUAL TOWN MEETING**  
**June 2-4, 2025**

## **DEBT EXCLUSION FOR ROAD MAINTENANCE**

### **ARTICLE 8.**

Upon a **MOTION** made by Mr. Weber and duly seconded, it was **VOTED**:

That the Town appropriate the sum of \$27,500,000 (Twenty-Seven Million, Five Hundred Thousand dollars), to be expended under the direction of the Town Manager, for the costs to fund the Town's Five-Year Road Maintenance Program, including, without limitation, the costs of engineering, design, site preparation, construction, landscaping, paving, traffic signalization improvements, and pedestrian and bicycle improvements, and all other costs incidental or related thereto; and to meet this appropriation the Treasurer, with the approval of the Select Board, is authorized to borrow \$27,500,000, under and pursuant to Mass. Gen. Laws c.44, §7(1), or pursuant to any other enabling authority; provided, however, that this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by Mass. Gen. Laws. c.59, § 21C (Proposition 2½) amounts required to pay the principal of, and interest on the borrowing authorized by this vote.

Passed by well more than a Two-thirds Vote: 395 in favor, 29 opposed  
June 2, 2025

A True Copy Attest:

Kaari Mai Tari  
Town Clerk



# Town of Concord

Office of the Town Clerk  
22 Monument Square  
Concord, Massachusetts 01742-0535

## ANNUAL TOWN MEETING

June 2-4, 2025

## AMENITIES BUILDING

### ARTICLE 13.

Upon a **MOTION** made by Ms. Rovelli and duly seconded, it was **VOTED**:

That the Town appropriates \$1,417,655 to be expended at the direction of the Concord-Carlisle Regional School District School Committee, for the purpose of constructing an amenities building with public restrooms and concessions space, including without limitation the costs of engineering, design, site preparation, excavation, subsurface materials, and construction, and all other costs incidental or related thereto, at the Concord-Carlisle High School located at 500 Walden Street, Concord, Massachusetts; that to meet this appropriation the Treasurer, with the approval of the Select Board, is authorized to borrow up to the appropriated amount pursuant to Mass. Gen. Laws. c. 44, § 7(1), or any other enabling authority; provided, however, that this approval shall be contingent upon passage of a Proposition 2½ debt exclusion referendum under Mass. Gen. Laws. c. 59 § 21C(k).

Passed by more than a Two-thirds Vote: 276 in favor, 111 opposed  
June 2, 2025

A True Copy Attest:

Kaari Mai Tari  
Town Clerk

Special Town Election Timeline

	<b>ACTION</b>	<b>TIME FRAME</b>		<b>COMPLETION DATE</b>	<b>DATE</b>	<b>NOTES</b>
1					<b>8/19/2025</b>	
2	<b>Select Board votes to hold election</b>	<b>50</b>	<b>days</b>	Monday, June 30, 2025		
3	Ballot language is forwarded to Town Counsel and Town Clerk (legal requirement is the day after)	49	days	Tuesday, July 1, 2025		
4	Deadline for Counsel to reach out to proponents and opponents of the question for arguments for and against the question (Counsel must reach out within 7 days after receiving the ballot language)	42	days	Tuesday, July 8, 2025		
5	Select Board signs Warrant	36	days	Monday, July 14, 2025		
6	Deadline for Counsel to receive arguments (at least 7 days is required)	28	days	Tuesday, July 22, 2025		
7	Counsel submits final arguments and yes/no statements to Select Board and Town Clerk for mailing to voters (the legal requirement is 20 days prior but this collides with the date that ballots are available, so voters would be casting ballots before they receive voter information if we wait for the 20 day deadline)	28	days	Tuesday, July 22, 2025		
8	Voter information is mailed, and ballots are available for vote by mail and in person absentee voting	21	days	Tuesday, July 29, 2025		
9	Ballots are mailed	21	days	Tuesday, July 29, 2025		
10	Election Warrant is posted	14	days	Tuesday, August 5, 2025		
11	Voter registration deadline at 5:00 pm	11	days	Friday, August 8, 2025		
12	Deadline to apply to vote by mail	7	days	Tuesday, August 12, 2025		
13	Absentee in person voting ends at noon	1	days	Monday, August 18, 2025		
14	<b>ELECTION DAY</b>	<b>0</b>	<b>days</b>	Tuesday, August 19, 2025		

# 2025 - 2026 Select Board Goals

Draft for discussion June 30, 2025

## I. Development and Land Use:

### A. MCI redevelopment:

1. Conceptual planning completed
2. Zoning Design in progress with Town meeting scheduled
3. DCAMM RFP requirements submitted and negotiated
4. WWTF - Capital Plan is done, transfer agreement with the state is in place

### B. Cell Service:

1. West Concord improvement option is under way
2. A third option for Concord Center is under development
3. Update the Wireless Overlay district

### C. Wastewater Treatment System Capacity:

1. Permit increase applications for both facilities are prepared and submitted.
2. Design and capital requirements for interconnecting with MCI system are developed

### D. Transportation:

1. Rotary re-design town priorities identified and communicated to MassDOT

### E. Town Facilities:

1. Building consolidation priorities and roadmap

# 2025 - 2026 Select Board Goals

Draft for discussion June 30, 2025

2. Public Safety and Public Works Facilities Concepts  
Proposed and introduced into the Long-Range capital plan

## F. 2229 Main St. Acquisition negotiations

1. EPA and US Gov Lien status

## II. Financial Management:

### A. Reserve Policy:

1. Designed in conjunction with the FinCom and CFO
2. Town Meeting articles are proposed as needed to implement the revised policy

### B. Audits and Free Cash certification

1. On time and error-free

### C. Revenue goals

1. Local Receipts
  - a) *Support Business Community to enhance local receipts*
  - b) *Forecast schedule published, Prior year estimates assessed and reconciled to forecast*
2. Continue PILOT Program
  - a) *Establish new agreements*
  - b) *Refine outreach process*

## III. Effective and Transparent Governance

### A. Organizational Capacity:

# 2025 - 2026 Select Board Goals

Draft for discussion June 30, 2025

1. Fully Staff town departments, turnover metrics and hiring dashboard

## B. Committee Processes:

1. Fully Staffing committee, or reorganize as needed
2. Committee training- Open Meeting Law, ethics, records management
3. APP 10 update
4. Topical Forums and Long range plan coordination needed

## IV. Sustainability and Ecology

- A. Warner's Pond Management plan – Defined and funded for FY27
- B. Middle School Solar Construction
- C. Substation bi-directional power flow – CMLP to Grid
- D. Time of use electrical billing

## V. Civility, Tolerance and Inclusion

- A. Review and improve reporting and communications around incidents of hate speech or bias
- B. Promote community dialog supporting tolerance and inclusion

# 2024 – 2025 Select Board Goals

Update as of March 17, 2025

## I. Effective and Transparent Governance

- Align Boards, Committees, and Senior Management Team of the Town whenever possible.
  - Establish goals that align and integrate between Select Board, Town Boards, Committees, Staff, and town departments.
    - Excellent alignment between Select Board goals and town staff and town departments via the new Performance/Merit Pay program.
    - Alignment between Select Board and other town boards and committees is accomplished via the liaison role and chairs' breakfasts.
  - Conduct periodic joint Finance Committee and Select Board and joint School Committee and Select Board meetings.
    - Done. Three meetings with School Committees and the Finance Committee to prioritize capital spending.
      - Aug 19, 2024
      - Nov 18, 2024
      - Dec 16, 2024
  - Recommit to an annual capital planning process between the Select Board, School Committee, and Finance Committee that includes Tier II and Tier III.
    - Done. Staff working collaboratively to bring 5-year Tier I, II and III budgets to the joint meetings.
  - NOTE: Other areas of transparency: Prompt posting of minutes and agendas and, public comment allowed at all meetings.
- Improve Committee Processes
  - Periodic topical forums, such as housing, sustainability, planning, arts & culture.
    - Housing roundtable held quarterly, sustainability roundtable held quarterly.
    - Monthly Chair's Breakfast held as hybrid to enable remote participation. Notes from meeting are publicly available.
  - Committee training, such as procurement, ethics, sexual harassment, etc.
    - Training on ethics, first amendment and OML completed.
- Improve Select Board Processes
  - Ensure good process and governance; utilize data to make decisions; consider different viewpoints; delay decisions whenever possible to enable community input.
    - Hearing held on RTE.
    - Review and Amend Alcohol Rules & Regulations

- Review and update Correspondence Policy.
- Review and update APP#10 in process.
- Revise the Town flag policy.
  - Done

## II. Land Use Opportunities

- Engage the community, legislative delegation, and state agencies in a robust planning process that ensures that Concord's interests are expressed and prioritized during the disposition of the MCI Concord property. Measurable outcomes:
  - The MCI-AB has established a cooperative working relationship with DCAMM toward reuse of the MCI parcel
  - MCI-AB has engaged Agency, Inc. to help with visioning, planning and community outreach.
  - Town counsel, the town manager and Select Board chair are actively involved in conversations with DCAMM regarding due diligence efforts necessary for the town's potential acquisition of the wastewater treatment plant.
- Utilize the expertise of the 2229 Main Street Advisory Task Force and input from the community to determine the next steps for the 46-acre parcel at 2229 Main Street.
  - Based on a unanimous vote of the SB, the town is in active conversations with EPA and DOJ regarding financial and legal considerations.
- Work with State Representatives and MassDOT to advance design and implementation of Route 2 rotary improvements.
  - Met with MADOT cohort to articulate Concord's interest in improvements to the rotary as well as connectivity along the corridor to the east of the rotary. Going forward, quarterly meetings are planned.
- Work with the Senior Management Team to develop a land-use matrix and action plan to determine the best matches between municipal needs and potential land available.
  - In process

## III. Town Infrastructure and Planning

- Review Zoning Bylaw Parking Requirements to make sure that they are consistent with industry standards and address local business concerns; propose recommended zoning amendments for 2025 Town Meeting
  - i. EVC is proposing an article at town meeting to propose a by-law that will allow a change in use without triggering add'l parking.
  - ii. Other parking changes are considered too complex to address this year.
- Warner's Pond Road Map
  - ?????
- Review and update West Concord Master Plan by June 2025 to reflect new and evolving residential, business, and industrial changes and opportunities including MCI Concord

- The West Concord Advisory Committee (WCAC) has completed a review of the 78 projects identified for implementation in the 2010 Master Plan. The committee has assigned a level of completeness, current priority status, available funding and indicator for relevance to the MCI project. Following a review in early January, the updated project matrix will be forwarded to the MCI Concord Advisory Board for review and consideration
- Take action to improve Town infrastructure:
  - Cell phone service.
    - Contract awarded to Wireless Edge for landfill site. Will issue an RFP for Keyes Rd campus. Changes to the Wireless Overlay district is the next necessary step.
  - Road maintenance, funding and improvements (intersections, trails, curb bump outs, etc.).
    - The Select Board will discuss this year's warrant article to fund \$27.5m over five years for road maintenance as well as bicycle and pedestrian safety.
- Ensure progress on major projects.
  - Sustainability plans for electric, water, sewer
    - CMLP and DPW have Select Board support for their plans.
  - Town capital projects
    - Will use the Land Use Matrix as a mechanism to understand the timing and siting of DPW and Public Safety facilities.
- Conduct review of Climate Action Plan, document GHG reductions and progress against original blueprint recommendations and establish revised recommendations for 2025-2030 to achieve targeted GHG reductions for 2030 (Article 31 in 2024 Town Meeting strives for a 50% reduction in GHG emissions)

#### **IV. Financial Planning and Stability**

- Increase Revenue Generation
  - Pursue PILOT Agreements (circle back)
    - Policy written and approved. We will begin conversations after the 250<sup>th</sup> celebrations.
  - Evaluate Town-owned properties for possible reuse or disposition.
    - Land-Use matrix
  - Support Concord business community to enhance local receipts.
    - Efforts focused mainly on tourism and arts & culture.
  - Support tourism and programs sponsored by arts and culture groups in town.
    - Benches, decals, poetry phone booth, painted signal boxes.
  - Update Revolving and Enterprise fees to reflect value of service.
    - ????????
- Endorse and update Financial Stability Goals
  - Clarify 5-year priorities and expected financial impact.
  - Work to cut costs and tighten the Town's budget in FY2026.

- FY26 proposed town operating budget comes in at 2.85% while expected inflation is projected to be 3.2%. The budget is \$600k lower than a level service budget with savings from reduced expenses as well as reduction in headcount.

**V. Diversity, Equity, and Inclusion**

- Create a welcoming, diverse, and inclusive community.
  - Protect and enhance the diversity of housing stock via continued focus on affordable housing.
    - Active participation in CMAHT
    - Advocate for funding lower cost/unit housing
    - \$500K ARPA earmarked for 91B Main St parcel
  - Review impact and implications of the Residential Tax Exemption.
    - Tax Relief task force appointed and held their first meeting on March 6.
  - Expand underrepresented voices in Town program and committees.
    - Ideas?

## 2024 – 2025 Select Board Goals

### I. Effective and Transparent Governance

- Align Boards, Committees, and Senior Management Team of the Town whenever possible.
  - Establish goals that align and integrate between Select Board, Town Boards, Committees, Staff, and town departments.
  - Conduct periodic joint Finance Committee and Select Board and joint School Committee and Select Board meetings.
  - Recommit to an annual capital planning process between the Select Board, School Committee, and Finance Committee that includes Tier II and Tier III.
- Improve Committee Processes
  - Periodic topical forums, such as housing, sustainability, planning, arts & culture.
  - Committee training, such as procurement, ethics, sexual harassment, etc.
- Improve Select Board Processes
  - Ensure good process and governance; utilize data to make decisions; consider different viewpoints; delay decisions for one meeting whenever possible to enable community input.
  - Revise the Town flag policy.

### II. Land Use Opportunities

- Engage the community, legislative delegation, and state agencies in a robust planning process that ensures that Concord's interests are expressed and prioritized during the disposition of the MCI Concord property. Measurable outcomes:
  - Agreement(s) between the Town and the state that outlines the disposition process for most of the land area.
  - The outline visioning and planning with broad community input.
- Utilize the expertise of the 2229 Main Street Advisory Task Force and input from the community to determine the next steps for the 46-acre parcel at 2229 Main Street.
- Work with State Representatives and MassDOT to advance design and implementation of Route 2 rotary improvements.
- Work with the Senior Management Team to develop a land-use matrix and action plan to determine the best matches between municipal needs and potential land available.

### III. Town Infrastructure and Planning

- Review Zoning Bylaw Parking Requirements to make sure that they are consistent with industry standards and address local business concerns; propose recommended zoning amendments for 2025 Town Meeting
- Warner's Pond Road Map

- Review and update West Concord Master Plan by June 2025 to reflect new and evolving residential, business, and industrial changes and opportunities including MCI Concord
- Take action to improve Town infrastructure:
  - Cell phone service.
  - Road maintenance, funding and improvements (intersections, trails, curb bump outs, etc.).
- Ensure progress on major projects.
  - Sustainability plans for electric, water, sewer
  - Town capital projects
- Conduct review of Climate Action Plan, document GHG reductions and progress against original blueprint recommendations and establish revised recommendations for 2025-2030 to achieve targeted GHG reductions for 2030 (Article 31 in 2024 Town Meeting strives for a 50% reduction in GHG emissions)

#### **IV. Financial Planning and Stability**

- Increase Revenue Generation
  - Pursue PILOT Agreements (circle back)
  - Evaluate Town-owned properties for possible reuse or disposition.
  - Support Concord business community to enhance local receipts.
  - Support tourism and programs sponsored by arts and culture groups in town.
  - Update Revolving and Enterprise fees to reflect value of service.
- Endorse and update Financial Stability Goals
  - Clarify 5-year priorities and expected financial impact.
  - Work to cut costs and tighten the Town's budget in FY2026.

#### **V. Diversity, Equity, and Inclusion**

- Create a welcoming, diverse, and inclusive community.
  - Protect and enhance the diversity of housing stock via continued focus on affordable housing.
  - Review impact and implications of the Residential Tax Exemption.
  - Expand underrepresented voices in Town program and committees.

**Fiscal Year 2026 Select Board Liaison Assignments**

**Paul Boehm**

2229 Main Street Oversight Committee  
~~2229 Main Street Advisory Task Force~~  
Board of Health  
~~Bruce Freeman Rail-Trail Advisory Committee~~  
~~Capital Planning Task Force~~  
Cemetery Committee  
~~Concord250 Committee~~  
~~Hanscom Area Town Select Boards~~  
Hanscom Field Advisory Commission  
Massport Community Advisory Committee  
Multi-Town Gas Leaks Initiative  
PEG Access Advisory Committee  
Public Ceremonies and Celebrations Committee  
Public Works Commission  
Transportation Advisory Committee

**Mary Hartman**

Agricultural Committee  
Board of Registrars  
Community Preservation Committee  
Concord Center Cultural Task Force  
Concord Local Cultural Council  
~~Concord Housing Authority~~  
~~Concord Housing Development Corporation~~

Concord Municipal Affordable Housing Trust (m)  
Economic Vitality Committee  
~~Finance Committee~~  
Land Use Working Group(m)  
West Concord Cultural District Committee

**Mark Howell**

Commission on Disability  
~~Climate Action Committee~~  
Diversity Equity and Inclusion Commission  
MBTA Representative (m)  
MCI Concord Advisory Board (m)  
Middle School Building Committee (m)  
Natural Resources Commission  
Personnel Board  
Pollinator Health Advisory Committee  
~~Town Meeting Study Committee~~  
~~Warners Pond Task Force~~

**Cameron McKennitt**

Concord Housing Authority  
Concord Housing Development Corp  
Historical Commission  
Historic Districts Commission  
Municipal Light Board  
Library Committee  
~~Public Works Commission~~

Recreation Commission  
Retirement Board  
School Committee  
Trails Committee

**Wendy Rovelli**

Board of Assessors  
Climate Action Committee  
Council on Aging  
Financial Audit Advisory Committee (m)  
Finance Committee  
Hanscom Area Town Select Boards(m)  
Hugh Cargill Trust Committee  
Planning Board  
Trustees of Town Donations  
West Concord Advisory Committee  
Zoning Board of Appeals

**Non-Select Board Member Assignments:**

**Keith Bergman:**

Metropolitan Area Planning Council

**Mark Giddings Terri Ackerman:**

Hanscom Field Advisory Commission

**Ira Goldman:**

Massport Community Advisory Committee

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Assignments approved by the Select Board on May 13, 2024

**Michael Lawson:**

~~Battle Road-250~~

Massachusetts 250<sup>th</sup> American  
Revolution Anniversary Commission

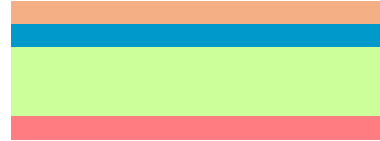
(m) Indicates voting membership

DRAFT

Assignments approved by the Select Board on May 13, 2024

Key:  
Needs Liaison - was T. Ackerman  
Town Manager Appointing Authority

Town Manager with Select Board Approval  
Appointing Authority  
Established by State Statute



	Committee Name	Chair	Email	Select Board Liaison	Appointing Authority Notes
1	2229 Main Street Advisory Committee	Ray Bruttomesso	<a href="mailto:rbruttomesso@earthlink.net">rbruttomesso@earthlink.net</a>		
2	Agricultural Committee	Liza Bemis	<a href="mailto:liza@hutchinsfarm.com">liza@hutchinsfarm.com</a>	Mary Hartman	
3		Dan Schmid	<a href="mailto:dan.schmid@walden.org">dan.schmid@walden.org</a>		
4	Battle Road Scenic Byway Committee	Mike Lawson	<a href="mailto:mlawson@bu.edu">mlawson@bu.edu</a>	N/A	
5	Board of Appeals (Zoning)	Theo Kindermans	<a href="mailto:tkindermans@yahoo.com">tkindermans@yahoo.com</a>	Wendy Rovelli	
6	Board of Assessors	Mera Tilley	<a href="mailto:mera.tilley@gmail.com">mera.tilley@gmail.com</a>	Wendy Rovelli	TM w/ SB Approval
7	Board of Health	Jim Whalen	<a href="mailto:whalen55@aol.com">whalen55@aol.com</a>		TM Appointment
8	Board of Registrars	PENDING - Membership Changing		Mary Hartman	
9	Carlisle School Committee	Sharon Witt	<a href="mailto:switt@carlisle.k12.ma.us">switt@carlisle.k12.ma.us</a>	N/A	
10	Cemetery Committee	Geoff Walton	<a href="mailto:GeoffreyWalton@yahoo.com">GeoffreyWalton@yahoo.com</a>		TM Appointment
11	Climate Action Committee	Brad Dye	<a href="mailto:brad.j.dye@gmail.com">brad.j.dye@gmail.com</a>	Mark Howell	TM w/ SB Approval
12	Commission on Disability	Jean Goldsberry	<a href="mailto:jgoldsberry@minutemanarc.org">jgoldsberry@minutemanarc.org</a>	Mark Howell	TM w/ SB Approval
13	Community Preservation Committee	Eve Isenberg	<a href="mailto:eveisenberg@yahoo.com">eveisenberg@yahoo.com</a>	Mary Hartman	
14	Concord 2025 Executive Committee	Gary Clayton	<a href="mailto:garylclayton@comcast.net">garyclayton@comcast.net</a>		
15	Concord Cultural Council	Arthur (Tooey) Rogers	<a href="mailto:tooevr@gmail.com">tooevr@gmail.com</a>	Mary Hartman	
16	Concord Housing Authority	Stephan Bader	<a href="mailto:concordcitizen@aol.com">concordcitizen@aol.com</a>	Mary Hartman	
17	Concord Housing Development Corp.	Lee Smith	<a href="mailto:leesmith125@gmail.com">leesmith125@gmail.com</a>	Mary Hartman	
18	Concord Middle School Bldg Comm.	Pat Nelson	<a href="mailto:pcknelson@gmail.com">pcknelson@gmail.com</a>	Mark Howell	
19		Dawn Guarriello	<a href="mailto:dawnguarriello@yahoo.com">dawnguarriello@yahoo.com</a>		
20	Concord Mun. Affordable Housing Trust	Keith Bergman	<a href="mailto:keith@bergman.com">keith@bergman.com</a>	Mary Hartman	
21	Conservation Restriction Stewardship	Mary Ann Lippert	<a href="mailto:malippert@comcast.net">malippert@comcast.net</a>	N/A (subcommittee of NRC)	
22	Council on Aging	Christina Kendrick	<a href="mailto:ace4kendrick@gmail.com">ace4kendrick@gmail.com</a>	Wendy Rovelli	TM Appointment
23	DEI Commission	Nancy Brown	<a href="mailto:nancygutfeldbrown@gmail.com">nancygutfeldbrown@gmail.com</a>	Mark Howell	
24		Rose Cratsley	<a href="mailto:rose.cratsley@gmail.com">rose.cratsley@gmail.com</a>		
25	Economic Vitality Committee	Mike Lawson	<a href="mailto:mlawson@bu.edu">mlawson@bu.edu</a>	Mary Hartman	
26	Finance Committee	Lois Wasoff	<a href="mailto:lwasoff.fincom@icloud.com">lwasoff.fincom@icloud.com</a>	Mary Hartman	
27	Financial Audit Advisory Committee	Wendy Rovelli	<a href="mailto:wrovelli@concordma.gov">wrovelli@concordma.gov</a>	Wendy Rovelli	
28	Heywood Meadow Stewardship	Susan Clark	<a href="mailto:sbc@mercury.lcs.mit.edu">sbc@mercury.lcs.mit.edu</a>	N/A (subcommittee of NRC)	
29		Joanne Gibson	<a href="mailto:joanne.gibson@comcast.net">joanne.gibson@comcast.net</a>		
30	Historic Districts Commission	Kate Chartner	<a href="mailto:kate@chartner.com">kate@chartner.com</a>	Cameron McKennitt	
31	Historical Commission	Douglas Ellis	<a href="mailto:doug3llis@gmail.com">doug3llis@gmail.com</a>	Cameron McKennitt	TM w/ SB Approval
32	Hugh Cargill Trust Committee	Jill Block	<a href="mailto:jillblock16@gmail.com">jillblock16@gmail.com</a>	Wendy Rovelli	
33	Land Use Working Group	PENDING		Mary Hartman, Select Board Rep	
34	Library Committee	Laura Klein	<a href="mailto:laurajanklein@yahoo.com">laurajanklein@yahoo.com</a>	Cameron McKennitt	
35	MCI Concord Advisory Board	Patrick McCurdy	<a href="mailto:ptmccurdy@icloud.com">ptmccurdy@icloud.com</a>	Mark Howell, Select Board Rep	
36		Dan Gainsboro	<a href="mailto:gainsboromciconcord@gmail.com">gainsboromciconcord@gmail.com</a>		
37	Municipal Light Board	Warren Leon	<a href="mailto:wleon@cleanegroup.org">wleon@cleanegroup.org</a>	Cameron McKennitt	TM Appointment
38	Natural Resources Commission	Sarah Grimwood	<a href="mailto:sarahgrimwood16@gmail.com">sarahgrimwood16@gmail.com</a>	Mark Howell	TM w/ SB Approval
39	PEG Access Advisory Committee	Vince Carlson	<a href="mailto:vcarlson@bonworks.com">vcarlson@bonworks.com</a>		
40	Personnel Board	Bill Mrachek	<a href="mailto:wimma1@icloud.com">wimma1@icloud.com</a>	Mark Howell	
41	Planning Board	Roberto Almeida	<a href="mailto:rob.almeida7@gmail.com">rob.almeida7@gmail.com</a>	Mary Hartman	
42	Pollinator Health Advisory Committee	Mark Hanson	<a href="mailto:mhansson@dovenote.com">mhansson@dovenote.com</a>	Mark Howell	
43	Public Ceremonies & Celebrations	Holly Legault	<a href="mailto:hmllegault@yahoo.com">hmllegault@yahoo.com</a>		
44	Public Works Commission	Andrea Solomon	<a href="mailto:andreasolomon@yahoo.com">andreasolomon@yahoo.com</a>		TM Appointment
45	Regional School Committee	Tracey Marano	<a href="mailto:tmarano@concordps.org">tmarano@concordps.org</a>	Wendy Rovelli	
46	Recreation Commission	Philip Griffiths	<a href="mailto:pgref17@gmail.com">pgref17@gmail.com</a>	Cameron McKennitt	TM Appointment
47	Retirement Board	Peter Fulton	NO EMAIL ON FILE	Cameron McKennitt	State Statute
48	School Committee	Andrew Herchek	<a href="mailto:aherchek@concordps.org">aherchek@concordps.org</a>	Wendy Rovelli	
49	SuAsCo River Stewardship Committee	Carlene Hempel	<a href="mailto:carlenehempel@hotmail.com">carlenehempel@hotmail.com</a>	N/A	

50	Tax Relief Task Force	Lynn Sallinger	<a href="mailto:blsallinger@gmail.com">blsallinger@gmail.com</a>	Wendy Rovelli	
51		Ellen Quackenbush	<a href="mailto:equackenbush206@gmail.com">equackenbush206@gmail.com</a>		
52	Trails Committee	Bob White	<a href="mailto:rlincwhite@yahoo.com">rlincwhite@yahoo.com</a>	Mary Hartman	
53	Transportation Advisory Committee	Mark Gailus	<a href="mailto:mark_gailus@yahoo.com">mark_gailus@yahoo.com</a>		TM w/ SB Approval
54	Trustees of Town Donations	Gavin Morrissey	<a href="mailto:gavin@fsawm.com">gavin@fsawm.com</a>	Wendy Rovelli	
55	West Concord Advisory Committee	Susan Mlodozeniec	<a href="mailto:susan.mlodozeniec@gmail.com">susan.mlodozeniec@gmail.com</a>	Wendy Rovelli	
56	West Concord Junction Cultural Dist.	Sue LaChance	<a href="mailto:suelachance02@gmail.com">suelachance02@gmail.com</a>	Mary Hartman	
57	Town Moderator	Carmin Reiss	<a href="mailto:moderator@concordma.gov">moderator@concordma.gov</a>	N/A	N/A

As of June 25, 2025



# Town of Concord

## Town Manager's Operations Report

2025 Volume 12/June 27, 2025

### General Administration

#### Human Resources

We are pleased to offer a monthly update from the Human Resources Department announcing new hires and retirements. We warmly welcome new staff to the Concord team and congratulate our retirees on a successful career and thank them for their contribution to the Concord community.

#### Economic Development

##### Food Safety Program Success!

Now that the farm stands are moving into full swing the food safety program is starting to strut its stuff! Back in March local farms and businesses were invited to participate in a voluntary food safety program in collaboration with the Health Department. Completion of the course provided the opportunity to apply for an equipment grant.

Hutchins, Barrett's Mill, Walden Woods Project, Verrill, Wheeler and Scimone Farms all received grants of \$3,000 each of Concord's ARPA funds to purchase fridges, freezers and

### June Staffing Updates

*Welcome to Concord!*

Please join us in welcoming our newest team members! We're excited to have them on board and look forward to their contributions. Be sure to say hello and introduce yourself as they get settled into their new roles. Welcome to the team!

 <b>Joanne Miliano</b> Customer Services Specialist CMLP - Customer Service	 <b>Rebecca Schneyer</b> Library Assistant Library
 <b>Daniel Chen</b> Network Engineer CMLP - Broadband	 <b>Nancy Stafford</b> Library Assistant Library
 <b>Kevin Monahan</b> Special Police Officer Police	 <b>Sara Porth</b> Library Assistant Library
 <b>Katerina Schiavo</b> Water Quality & Resource Protection Intern CPW - Water & Sewer	

### Retirements!

As we welcome new employees this month, we also extend our appreciation and best wishes to those retiring from the Town.

 <b>Brian Lefebvre</b> After 31 years of dedicated service, Firefighter Lefebvre is retiring from the Concord Fire Department. We thank him for his unwavering commitment to the safety of our community and wish him all the best in retirement!	<b>Kathi Tew</b> After 21 years of service with Concord Public Works, Kathi is retiring. We congratulate her and wish her a happy and healthy retirement!
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other commercial equipment. The equipment is now kicking into glorious action as the season begins.

Hutchins and Barrett's Mill recently sent photos. At Hutchins, they've filled their retail display freezer with frozen meat from Codman farm. It's modeled by Liv Bigelow of the farm crew from Sudbury. Over at Barrett's Mill, their fridge is full of fresh produce and eggs.



Beyond the public health benefits, this equipment directly helps these

farm stands operate more profitably as they can now expand their product lines and keep perishable items fresher longer.

### Third Thursdays



Third Thursdays kicked off in Concord Center on June 19 with live music and interactive entertainment for all ages. The *Maria Frattura Jazz Trio* filled the streets with smooth, sophisticated tunes, creating a perfect atmosphere for an evening out. Families and enjoyed the surprise appearances of beloved puppeteer *Good News Gus*, whose whimsical mini-performances popped up throughout the district, delighting audiences of all ages.

In addition to extended hours at shops, galleries, and eateries, visitors can enjoy sidewalk games, chalk art, and hands-on arts activities. Participating businesses will offer unique in-store experiences and pop-up events—making *Third Thursdays* a standout event on Concord's summer calendar.



*Good News Gus and fans*

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*Third Thursdays in Concord Center* are presented by the Town of Concord in partnership with the Concord Chamber of Commerce. Programming is supported by the Concord Cultural Council and the Mass Cultural Council as part of the Concord Center Cultural District initiative, which celebrates local arts, commerce, and community spirit.

## **Police Department**

### **Department Accreditation**

The Massachusetts Police Accreditation Commission voted to award Accreditation to the Concord Police Department.

Reaccreditation demonstrates the Department's ongoing commitment to delivering an exemplary level of police service in the community. Accreditation is awarded for a three-year period, ending in June 2028, and presumes functional compliance with program standards between assessments, which includes complying with all new and amended standards adopted by the Commission. Congratulations to the CPD for its leadership and a job well done!



*Chief Russell Stevens, MMPAC President, Chief Tom Mulcahy, Capt. Brian Goldman, Lt. Tim Landers, Chief Christopher Delmonte, MMPAC, Vice President*

## **Department of Planning and Land Management (DPLM)**

### **Natural Resources Division**

#### Natural Resources Commission

At the June 11, 2025 NRC meeting, the NRC heard nine filings: three Notice of Intents (NOIs) for a 4-lot subdivision at 874 Barrett's Mill Road; a Request for Determination of Applicability for field and playground updates, and parking and green space enhancements at Thoreau School; an NOI for tree removal at Concord Country Club, an NOI for water chestnut removal in the Sudbury River, an NOI for a garage demolition and new garage and addition and covered porch at 252 Lexington Road; an NOI for a new barn, addition, and deck at 90 Nimrod Drive; and an NOI for an addition and deck at 104 Philip Farm Road. The Commission discussed developing a fee structure for Wetland Bylaw applications and heard from the Highland Street neighborhood on their interest for the Town to acquire Lot A1 at the 17-lot subdivision at 1440 Main Street. Permits were issued for the Thoreau

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School site improvements and water chestnut removal, and the remaining hearings continued for more information. The NRC also issued seven Certificates of Compliance for completed projects.

#### Warner's Pond Task Force

The WPTF met on June 12, 2025, to review the recommendation to the NRC for an adaptive pond management plan and formation of a Warner's Pond Management Committee. Five members voted to support the recommendation, two voted that they could live with the recommendation, and two voted to not endorse the recommendation. The final report to the NRC will be posted to the [WPTF webpage](#). The Task Force held a final meeting on June 23 to review an Open Meeting Law complaint filed for failure to submit minutes in a timely manner.

#### **Building Division**

##### Massachusetts Specialized Energy Code Updates and Fossil Fuel-Free Bylaw Seminar and Discussion Group

The Building and Inspections Division held a meeting on June 25 to discuss the recent amendments to the Massachusetts Specialized Energy Code and Concord's Fossil Fuel-Free Bylaw. The meeting addressed the latest changes to the Energy Conservation Code and how they impact projects, when certain codes are triggered, and what to expect, depending on the project. Also discussed was the Fossil Fuel-Free Bylaw and how it may affect building projects. There was a presentation, with questions and open discussion encouraged.

#### **White Pond**

##### Cyanobacteria Monitoring and Mitigation

The 2024 recreation season at White Pond proved very positive. The A-pods removed more than 600 pounds of pollen from the pond and there was only a small amount of

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cyanobacteria in early June. No beach closures or water quality warnings were issued during the 2024 summer recreational season.

As we move into the 2025 recreation season, the Health and Natural Resources Division provides a status on water quality monitoring and mitigation. The Town purchased two sentinel A-Pods from Higgins Environmental in FY25. The devices are designed as giant water filters passively removing cyanobacteria, pollen, and detritus from the water. Pollen in the water is thought to provide extra nutrients for cyanobacteria and



*Sentinel A-Pods at White Pond*

removing the pollen reduces the amount of cyanobacteria growth. The two sentinel A-pod devices were installed the week of June 2, 2025, at White Pond in the Thoreau Cove area. Maintenance of the sentinels will be undertaken by town staff starting July 1, 2025.

Water sampling will be done as needed, based on water quality observations. The Health Division will determine whether it is appropriate to issue water use advisories for cyanoHABs in accordance with the Mass Dept. of Health, Bureau of Environmental Health Guidelines for recreational water use. Swim beaches will continue to be monitored for E.Coli in accordance with state bathing beach regulations.

If a warning or advisory needs to be posted, the following locations will be posted: the Town Beach, Sachem's Cove, and the Dover Property Owner's Association Beach. This posting will be physically at these locations and online at [White Pond Watershed | Concord, MA \(concordma.gov\)](https://www.concordma.gov/white-pond-watershed). Residents are encouraged to sign up for the Notify Me feature from the Town of Concord website [Notify Me | Concord, MA | CivicEngage \(concordma.gov\)](https://www.concordma.gov/notify-me), which will allow residents to obtain the most up to date public health information.

### Summer 2025 Recreation Program

The Massachusetts Department of Conservation and Recreation is temporarily closing large sections of Walden Pond due to the construction of the new bath houses and other upgrades. The limited access to Walden Pond is anticipated to increase interest and traffic at White Pond, especially on weekends. With that in mind, the Recreation Department has

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created a summer management plan to mitigate impact, while also maintaining a welcoming environment.

### **White Pond Operating Schedule**

- Now through June 15: *Open weekends only*
- June 16 – August 17: *Open daily, 10:00am – 7:00pm*

### **Day Passes & Guest Policy**

- Day passes will be available on weekdays and may be permitted on weekends depending on traffic and crowding.
- Beginning **June 7**, weekends may intermittently be **limited to members and their guests only**.
- Concord Recreation reserves the right to limit or suspend day pass availability at any time to maintain a safe and enjoyable environment.

### **Managing Traffic & Access**

- Staff will be stationed at the top of the White Pond driveway on high-traffic weekends to:
  - Control traffic using cones
  - Verify memberships
  - Direct cars as needed
- Electronic signage will be used by the Town to share information and manage expectations.
- Access may be limited or closed at any time due to overcrowding.

### **Check-In & Membership Verification**

- A staff member will be present at the beach check-in table during operating hours.
- Lifeguards will be on duty and are responsible for both water safety and helping reinforce swimming rules.

### **Additional Safety & Cleanliness Measures**

- Two additional trash containers will be placed by CPW to help keep the beach clean.
  - Concord Police have added White Pond to their regular patrol route.
  - A police detail is being considered for the July 4 Holiday Weekend.
  - Concord Recreation reserves the right to close the pond during periods of inclement weather, with no lifeguards on duty.
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