

**BOARD OF SELECTMEN**  
**July 10, 2012**  
**Needham Town Hall**  
**Agenda**

	<b>6:45</b>	Informal Meeting with Citizens <i>One or more members of the Board of Selectmen will be available between 6:45 and 7:00 p.m. for informal discussion with citizens. While not required, citizens are encouraged to call the Selectmen's Office at (781) 455-7500 extension 204 in advance to arrange for an appointment. This enables the Board to better assure opportunities for participation and respond to citizen concerns.</i>
<b>1.</b>	<b>7:00</b>	Approve 10-year Cable License Renewal Agreement with RCN-BecoCom <ul style="list-style-type: none"> <li>• Jonathan Tamkin, Cable Advisory Committee</li> </ul>
<b>2.</b>	<b>7:15</b>	Hillside/Mitchell Pre-feasibility <ul style="list-style-type: none"> <li>• Heidi Black, Chairman, &amp; Members of the School Committee</li> <li>• George Kent, Chairman, PPBC</li> <li>• Steve Popper, Director of Design and Construction</li> </ul>
<b>3.</b>	<b>7:45</b>	NSTAR Tree Right of Way Vegetation Management/Public Information Session <ul style="list-style-type: none"> <li>• Bill Hayes, NSTAR Senior Arborist</li> <li>• Barry J. Salvucci, NSTAR Community Relations Representative</li> </ul>
<b>4.</b>	<b>8:15</b>	Town Manager <ul style="list-style-type: none"> <li>• Sale of Alcohol to be Consumed Off-Premises</li> </ul>
<b>5.</b>	<b>8:20</b>	Board Discussion <ul style="list-style-type: none"> <li>• Transportation Infrastructure Funding</li> <li>• Polling Locations</li> <li>• Board Goals FY2013 – FY2014</li> <li>• Committee Reports <ul style="list-style-type: none"> <li>○ Minuteman High School</li> </ul> </li> </ul>

**APPOINTMENTS**

1.	Various Committee Appointments	See attached list
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**CONSENT AGENDA      \*=Backup attached**

1.*	Approve a One Day Special Wines & Malt Beverages license for Missy Mahoney of Needham Pool & Racquet Club to hold its Summerfest event on Saturday, July 21, 2012 from 6:00 p.m. to 9:00 p.m. at Needham Pool & Racquet Club, 1550 Central Avenue, Needham.
2.*	Water & Sewer Abatement Order #1143
3.*	Approve Minutes from June 26, 2012
4.	Accept the following donations made to Needham Youth Services this spring to enhance Youth Services overall programming: \$15 from Christy Lovezzola and \$15

	from Pauline Danielewski.					
5.	Accept a donation of \$1,500 made to Needham Youth Services from the Outreach Committee of The Congregational Church of Needham. The monies are to be used to sponsor the VIP (Valuable Interactions among Peers) Program.					
6.*	Accept a gift of \$17,000 to the Town of Needham for the Branding and Marketing of the New England Business Center. These funds were raised by developers and owners located within the business district and given to the Town with the expressed recipient identified as KHJ Brand Activation which will perform the consulting services.					
7.	Grant permission for the following residents to hold a block party:					
	Name	Address	Party Location	Date	Rain Date	Time
	Jerome Kassel	174 Parker Road	147-174 Parker Rd	9/8/12	9/9/12	4-8pm
	Anne Bello (ratify)	149 Maple St	149 Maple St	7/4/12		4-8pm
	Leon Foster (ratify)	11 James Ave	End of street	7/3/2012		5-8pm

## July 10, 2012 BOS Appointed Committee REAPPOINTMENTS

TERM EXPIRE	Last	Name	COMMITTEE
06/30/2015	Tamkin	Jonathan D. Tamkin	Board of Appeals
06/30/2015	Greis	Michael J. Greis	Cable Television Advisory Board
06/30/2015	Tamkin	Jonathan D. Tamkin	Cable Television Advisory Board
06/30/2015	Crowell	Susan Crowell	Commission on Disabilities
06/30/2015	Heller	Deborah Heller	Commission on Disabilities
06/30/2015	Howell	Bruce A. Howell	Commission on Disabilities
06/30/2015	Saunders	Elaine Saunders	Commission on Disabilities
06/30/2015	Wise	Dale Wise	Commission on Disabilities
06/30/2015	Wise	Anderson Wise	Commission on Disabilities
06/30/2015	Alpert	Paul S. Alpert	Conservation Commission
06/30/2015	Borrelli	Damon Borrelli	Council of Economic Advisors
06/30/2015	Borrelli	Matthew Borrelli	Council of Economic Advisors
06/30/2015	Day	William Day	Council of Economic Advisors
06/30/2015	Grimes	Elizabeth Grimes	Council of Economic Advisors
06/30/2015	Herman	Bruce Herman	Council of Economic Advisors
06/30/2015	Jacobs	Marty Jacobs	Council of Economic Advisors
06/30/2015	O'Connor	Janet O'Connor	Council of Economic Advisors
06/30/2015	Brightman	Scott Brightman	Council On Aging
06/30/2015	De Lemos	Carol De Lemos	Council On Aging
06/30/2015	Goldberg	Daniel Goldberg	Council On Aging
06/30/2015	Relich	Lianne Relich	Council On Aging
06/30/2015	Cramer	Roy Cramer	Golf Course Advisory Committee
06/30/2015	Dain	Daniel Dain	Golf Course Advisory Committee
06/30/2015	Greis	Gloria P Greis	Historical Commission
06/30/2015	Tobin	Sandra Balzer Tobin	Historical Commission
06/30/2015	Klein	Amelia Klein	Human Rights Committee
06/30/2015	Walters	Sandra Walters	Human Rights Committee
06/30/2015	Davis	Rick Davis	Insurance Advisory Committee
06/30/2015	Shapiro	Albert Shapiro	Insurance Advisory Committee
06/30/2013	Creem	Richard S Creem	MBTA Advisory Board
06/30/2013	Cosgrove Jr	John P Cosgrove Jr	MWRA Advisory Board
06/30/2013	Lewis	Robert Lewis	MWRA Advisory Board
06/30/2015	de Lemos	Carol de Lemos	Needham Community Revitalization Trust Fund
06/30/2015	Good	Paul Good	Needham Community Revitalization Trust Fund
06/30/2013	Boder	Robert Boder	Needham Community Television Dep Corp
06/30/2013	Goldstein	Arnold Goldstein	Needham Community Television Dep Corp
06/30/2015	Greis	Michael J. Greis	Needham Community Television Dep Corp
06/30/2013	Stegman	Robert Stegman	Needham Community Television Dep Corp
06/30/2015	Tamkin	Jonathan D. Tamkin	Needham Community Television Dep Corp
06/30/2015	Mccarthy	Mary Mccarthy	Registrars of Voters
07/31/2013	Owens	Ted Owens	Norfolk County Advisory Board
06/30/2015	Heller	Jeffrey D. Heller	Solid Waste Disposal/Recycling Advisory
06/30/2015	Som, Eng.	Pralay K. Som, Eng.	Solid Waste Disposal/Recycling Advisory
06/30/2013	Matthews	Daniel P Matthews	Subcommittee to Study the Minuteman Scho
06/30/2013	Wasserman	Gerald A Wasserman	Subcommittee to Study the Minuteman Scho
06/30/2015	Harris	Patricia A. Harris	Taxation Aid Committee
06/30/2013	Tobin	David S. Tobin	Town Counsel
06/30/2015	Delgaizo, Eng	Anthony L Delgaizo, Eng	Traffic Management Advisory Committee
06/30/2015	Merson	Richard Merson	Traffic Management Advisory Committee
06/30/2015	Winnick	Deborah S. Winnick	Youth Commission

**Board of Selectmen**

**AGENDA FACT SHEET for 7/10/2012**

**Agenda Item:** Approve 10-year Cable License Renewal Agreement  
with RCN-BecoCom

**Presenter(s):** Jonathan Tamkin, Cable Advisory Committee

**1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:**

The Cable Television Advisory Committee will recommend that the Needham Board of Selectmen, as the Issuing Authority for the Town, enter into a 10-year cable television renewal license with RCN-BecoCom, LLC for the period of July 10, 2012 through July 9, 2022.

**2. VOTE REQUIRED BY BOARD OF SELECTMEN: [YES] NO (circle one)**

*Suggested Motion:* That the Board vote to support the recommendation of the Cable Television Advisory Committee for a ten (10) year cable licenses renewal agreement with RCN-BecoCom effective July 10, 2012 through July 9, 2022 and execute renewal paperwork.

**3. BACK UP INFORMATION ATTACHED:**

- a) Cable Television Renewal License Agreement

**4. SIGN OFF/APPROVAL REQUIRED:**

a.	<b>Town Manager</b>	yes	no	NA	_____
b.	<b>Town Counsel</b>	yes	no	NA	_____
c.	<b>Finance Director</b>	yes	no	NA	_____
d.	_____	yes	no	NA	_____

**Disposition by BOS**

**Action taken:** \_\_\_\_\_ **Present on future Agenda:** \_\_\_\_\_

**Refer to/Inform:** \_\_\_\_\_ **Report back to BOS on:** \_\_\_\_\_

-Town of Needham Cable Television Renewal License-  
July 10, 2012-July 9, 2022

**CABLE TELEVISION**

**RENEWAL LICENSE**

**GRANTED TO**

**RCN-BECOCOM, LLC**

**THE BOARD OF SELECTMEN**

**TOWN OF NEEDHAM,  
MASSACHUSETTS**

**JULY 10, 2012**

-Town of Needham Cable Television Renewal License-  
July 10, 2012-July 9, 2022

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July 10, 2012-July 9, 2022

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-Town of Needham Cable Television Renewal License-  
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**EXHIBITS**

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Three-Party Institutional Network Agreement	Exhibit 4
Programming	Exhibit 5
Free Drops and Monthly Service to Public Buildings and Schools	Exhibit 6
Gross Annual Revenues Reporting Form	Exhibit 7
207 CMR 10.00	Exhibit 8
FCC Customer Service Obligations	Exhibit 9
Cable Division Form 500	Exhibit 10

# RCN Premium

<b>HBO</b>	400 HBO	425 The Movie Channel
	401 HBO Family	426 TMC Xtra
	402 HBO 2	427 Fix
	403 HBO Signature	726 The Movie Channel HD
	404 HBO Zone	727 TMC Xtra HD
	405 HBO Comedy	728 TMC Xtra West HD
	406 HBO Latino	
	700 HBO HD	
	701 HBO Family HD	
	702 HBO 2 HD	
	703 HBO Signature HD	
	704 HBO Zone HD	
	705 HBO Comedy HD	
	706 HBO Latino HD	



<b>starry</b>	147 Encore MoviePlex
	148 Encore RetroPlex
	149 Encore IndiePlex
	430 Starz
	431 Starz Kids & Family
	432 Starz Edge
	433 Starz Cinema
	434 Starz InBlack
	435 Starz Comedy
	730 Starz HD
	731 Starz Kids & Family HD
	732 Starz Edge HD
	733 Starz Comedy HD

## cinemax

410 Cinemax	411 MoreMAX	412 ThrillerMAX	413 ActionMAX	414 WMAX	415 @MAX	416 SStar MAX	417 OMAX	710 Cinemax HD	711 MoreMAX HD	712 Thriller Max HD	713 ActionMAX HD	714 WMAX HD	715 @MAX HD	716 Five Star Max HD	717 OuterMax HD
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## New Premium Sports

359 Fox Soccer Plus	HD Expanded
628 Maverick HD	636 Wealth HD
696 Outdoor HD	750 Velocity
751 Smithsonian HD	762 MGM HD
763 Universal HD	

## SHOWTIME

419 Showtime Family Zone	420 Showtime	421 Showtime 2	422 Showtime Showcase	423 Showtime Extreme	424 Showtime Beyond	428 Showtime Next	429 Showtime Women	720 Showtime HD	721 Showtime 2 HD	722 Showtime 2 West HD	723 Showtime Showcase HD	724 Showtime Showcase West HD	725 Showtime Extreme HD
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\*Certain programs require either Premiere Digital Cable or Signature Digital Cable with the Premiere Total Pack or the Movies & Entertainment and Family and Kids premiere packages. Not all services available in all areas. Channel locations and availability subject to change. HD television and HD converter box required to receive HD programming. Digital converter box required. T-SPOT only available in the Premiere Sports tier. All trademarks, logos, images and service marks are the property of their respective owners. Channel lineup accurate as of May 2012. © 2012 RCN Telecom Services, Massachusetts) LLC. All rights reserved.

# RCN Video On Demand

Get free and unlimited access to thousands of hours of recorded popular programming content on Video On Demand (VOD) that you can watch whenever you want. You can watch your favorite sports, family, movies and original series with our diverse Video On Demand library. Plus you will have access to your favorite music and music videos whenever you want!\*

### Entertainment

- ABC
- AMC
- BET
- Bravo
- Comedy Central
- Discovery Channel
- FX
- ID Discovery
- Mar/TV
- MTV
- NBC
- OWN
- SOA.net
- Spike
- TBS
- TNT
- Tu/TV
- USA
- USA HD
- VH1

### Child & Family

- Boomerang
- Cartoon Network
- Disney Channel
- Nickelodeon
- Nick Jr.
- PBS Sprout
- The Hub

### Sports

- ESPN
- NFL Network
- Speed Channel
- NBC Sports Network

### Music

- CMT
- Concert
- Music Choice
- VH1 Classic

### Life & Home

- Cooking Channel
- Food Network
- HGTV
- Research Channel
- TLC
- WE TV

### News & Information

- Animal Planet
- CNN
- Military Channel
- National Geographic
- Destination America
- Science Channel
- Travel Channel

### Hispanic

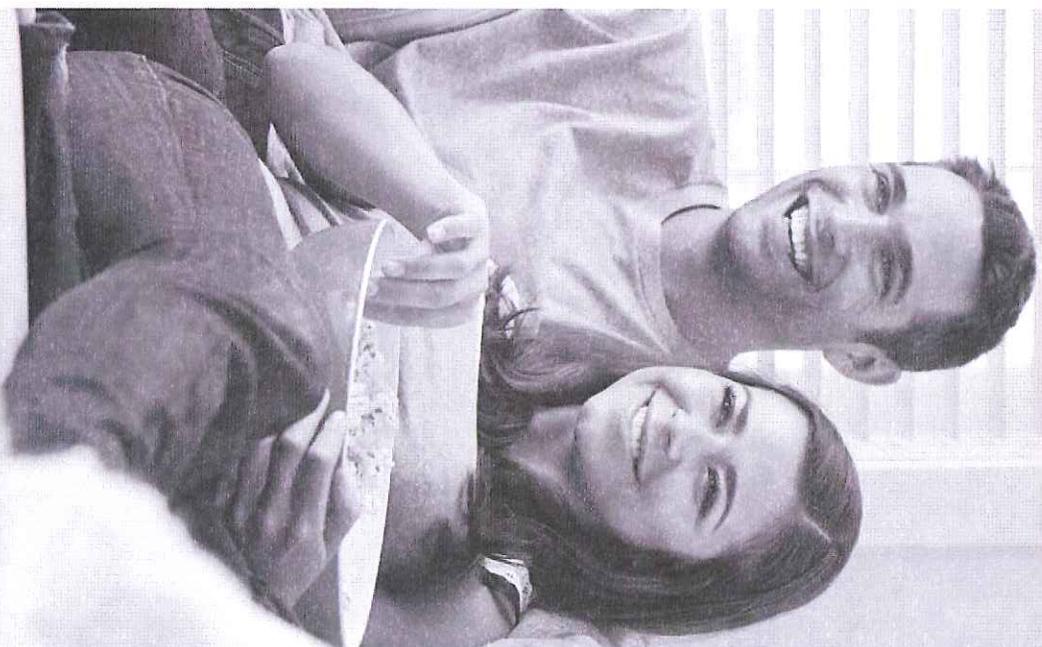
- Teleturra
- TU/TV
- Univision

### The Cutting Edge

- Adult Swim
- Anime Network
- FUEL TV
- Paranormal
- SYFY
- Fitness
- Fitness

Digital TV / Internet / Phone  
**RCN**★

2012 | Channel Lineup | Massachusetts



Digital TV / Internet / Phone

**RCN**★

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# RCN Signature

1	Video ON DEMAND	221	TV Land
2	WGBH 02	222	ABC Family
3	Local Access	224	Food Network
4	WBZ CBS 4	225	HGTV
5	WCVB ABC 5	230	GaVasion
6	WFXT Fox 25	231	mun2
7	WHDH NBC 7	240	Cartoon Network
8	RCN TV	241	Nickelodeon
9	WENH PBS 11	250	Disney Channel
10	WLVI CW 56	251	Disney Channel (West)
11	WSBK UPRV 38	257	Quoo
12	WPBX ION 68	260	EWTN
13	Local Access	261	TBN
14	WGBX PBS 44	262	Inspirational
15	Local Access	263	The Word
16	WNEU Telemundo 60	267	EWTN Español
17	WUNJ Univision	270	SonLife Network
18	WZNY M/TV 50	301	C-SPAN
19	WVDP ShopNBC	302	C-SPAN2
20	WYDN 48	303	C-SPAN3
21	WWFP Jewelry TV	305	CNN
22	WUFT TeleFuture 66	306	HLN
23	QVC	310	CNBC
24	HSN	311	MSNBC
25	WGN	315	Fox News Channel
27	NBC Plus	318	NECN
28	Sports Overflow	320	The Weather Channel
30	HSN2	322	ABC News Now
40	V-me	330	NASA TV
53	Euro	331	Pentagon Channel
54	France24	333	Travel Channel
83	Local Access	335	Discovery Channel
85	Catholic TV	340	History
93	WGBH Kids	345	TLC
94	WGBH World	362	Fox Soccer Channel
95	WGBH Create	363	ESPN
98	Local Access	364	ESPN2
99	Local Access	365	ESPN NEWS
101	BET	367	NESN
105	A&E	370	Comcast SportsNet
106	Bravo		
107	TBS		
108	TNT		
109	USA		
110	Spike TV		
111	FX		
112	Syfy		
115	El Nino		
116	truTV		
117	Comedy Central		
120	Animal Planet		
140	Realz		
141	FoxMovie Channel		
142	AMC		
143	Turner Classic Movies		
160	MTV		
165	VH1		
170	CMT		
190	QVC		
191	HSN		
192	Jewelry TV		
193	ShopNBC		
201	Lifetime Movie Network		
202	Lifetime		
205	WE		
211	SOAPnet		
220	American Life		

631	Animal Planet HD	658	TruTV HD
632	Comedy Central HD	660	Travel Channel HD
633	Cartoon Network HD	661	Discovery HD
637	ET HD	662	History HD
638	WE HD	663	TLC HD
639	Lifetime HD	667	AMC HD
640	Lifetime Movie Network HD	669	TV Land HD
641	ABC Family HD	670	National Geographic Ch. HD
642	Food Network HD	675	MTV HD
643	HGTV HD	676	VH1 HD
647	Disney Channel HD	677	CMT HD
648	Disney XD HD	680	ESPN-2 HD
649	Nickelodeon HD	681	ESPN HD
650	CNN HD	682	ESPN2 HD
651	CNBC HD	683	ESPN NEWS HD
652	MSNBC HD	685	Comcast SportsNet HD
653	Fox News HD		
655	The Weather Channel HD		
656	HLN HD		
658	Animal Planet HD		
660	Travel Channel HD		
661	Discovery HD		
662	History HD		
663	TLC HD		
667	AMC HD		
669	TV Land HD		
670	National Geographic Ch. HD		
675	MTV HD		
676	VH1 HD		
677	CMT HD		
680	ESPN-2 HD		
681	ESPN HD		
682	ESPN2 HD		
683	ESPN NEWS HD		
685	Comcast SportsNet HD		
853-897	Music Choice		

## RCN Premiere (Includes all Signature channels)

103	Centric	245	TeenNick
113	Chiller	246	Nick too
125	TYOre	247	Nicktoons
126	BBC America	248	Nick Jr.
128	GSN	249	Boomerang
129	Nat Geo Wild	252	Disney XD
130	Logo	255	The Hub
150	Encore	256	PBS Sprout
151	Encore Action		
152	Encore Drama		
153	Encore Love		
154	Encore Suspense		
155	Encore Family		
156	Encore Westerns		
158	IFC		
159	Sundance Channel		
161	MTV2		
162	MTV Hits		
163	MTV Jams		
164	TV3s		
166	VH1 Classic		
167	VH1 Soul		
171	CMT Pure Country		
178	Fuse		
245	TeenNick		
246	Nick too		
247	Nicktoons		
248	Nick Jr.		
249	Boomerang		
252	Disney XD		
255	The Hub		
256	PBS Sprout		
307	CNN International		
316	Fox Business Network		
325	BLOOMBERG TELEVISION		
326	Current TV		
336	OWN		
337	Investigation Discovery		
341	H2		
346	BIO		
348	Military Channel		
350	National Geographic Channel		
351	Science Channel		
375	Speed		
376	YES		
380	CBS College Sports		
381	The Golf Channel		
382	NBC Sports Network		
383	FUEL TV		
384	G4		
385	Go!TV (English)++		
386	HRTV		
387	TVG		
388	NHL		
389	NFL Network		
390	Tennis Channel		
391	MLB Network		
392	NBA TV		
393	Discovery en Español		
394	TV Chile		
395	TV Interaccional		
396	CNN en Español		
397	History en Español		
398	WUNI (Univision)		
399	WNEU (Telemundo)		
400	WUTT (TeleFuture)		
401	GaVasion		
402	Fox Deportes		
403	TBN Enlace		
404	EWTN Español		
405	V-me		
406	Carroamerica TV		
407	WAPA America		
408	Telemicro Interaccional		
409	Caracol TV		
410	Ecuavisa Interaccional		
411	Musica Choice Pop Latino		
412	Musica Choice Mexicana		
413	Musica Choice Urbana		
414	Musica Choice Tropicales		
415	Discovery Familia		
416	La Familia CosmoVision		
417	Disney XD (SAP)		
418	Boomerang (SAP)		
419	Semillitas		
420	Tele El Salvador		
421	Television Dominicana		
422	Pasiones		
423	Discovery en Español		
424	TV Chile		
425	TV Interaccional		
426	CNN en Español		
427	History en Español		
428	WUNI (Univision)		
429	WNEU (Telemundo)		
430	WUTT (TeleFuture)		
431	GaVasion		
432	Fox Deportes		
433	TBN Enlace		
434	EWTN Español		
435	V-me		
436	Carroamerica TV		
437	WAPA America		
438	Telemicro Interaccional		
439	Caracol TV		
440	Ecuavisa Interaccional		
441	Musica Choice Pop Latino		
442	Musica Choice Mexicana		
443	Musica Choice Urbana		
444	Musica Choice Tropicales		
445	Discovery Familia		
446	La Familia CosmoVision		
447	Disney XD (SAP)		
448	Boomerang (SAP)		
449	Semillitas		
450	Tele El Salvador		
451	Television Dominicana		
452	Pasiones		

## International

Digital TV / Internet / Phone



**A G R E E M E N T**

This Cable Television Renewal License entered into by and between the Board of Selectmen of the Town of Needham, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and RCN-BecoCom, LLC (“RCN” or the “Licensee”).

**W I T N E S S E T H**

WHEREAS, the Issuing Authority of the Town of Needham, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Needham; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act, on May 8, 2012, in order to (1) ascertain the future cable related community needs and interests of Needham, and (2) review the performance of RCN and its predecessors during its then-current license term; and

WHEREAS, the Issuing Authority and RCN engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for RCN’s continued operations and maintenance of its Cable Television System in the Town of Needham.

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

## **ARTICLE 1**

### **DEFINITIONS**

#### **Section 1.1---DEFINITIONS**

For the purpose of this Renewal License, the following words, terms, phrases and their derivations and abbreviations 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.

(1) Access: The right or ability of any Needham resident and/or any Persons affiliated with a Needham institution to use designated Public, Education and Government (“PEG”) facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations.

(3) Access Corporation: The entity, designated by the Issuing Authority from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.

(4) 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.

(5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

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(9) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(10) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town, 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 the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) DVD: The acronym for a Digital Video Disc player.

(15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Needham, Massachusetts.

(16) Downstream Channel: A channel over which Signals travel from the Cable System Headend or Hub Site to an authorized recipient of Programming.

(17) Drop or Cable Drop: The cable that connects an Outlet to feeder cable of the Cable System.

(18) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority, educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public.

(19) Effective Date of Renewal License (the "Effective Date"): July 10, 2012.

(20) FCC: The Federal Communications Commission, or any successor agency.

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(21) Government Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

(22) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said 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 received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. 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.

(23) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(24) Institutional Network ("I-Net"): The four (4) strand fiber-optic network for the exclusive use of the Issuing Authority, its designees and/or other Town Users, and which meets the requirements of Section 3.2 infra.

(25) I-Net Administrator: The Person in the Town, as designated by the Issuing Authority, with primary responsibility for the operation of the I-Net.

(26) Issuing Authority: The Board of Selectmen of the Town of Needham, Massachusetts.

(27) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

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(28) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Needham and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(29) Licensee: RCN-BecoCom, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(30) Normal Business Hours: Those hours during which most similar businesses in Needham 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.

(31) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(32) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned equipment to the Cable System.

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

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

(35) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(36) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(37) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

(38) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(39) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(40) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Needham residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

(41) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing.

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Reference herein to "Public Way" or "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.

(42) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(43) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(44) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(45) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(46) State: The Commonwealth of Massachusetts.

(47) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, Cable Television System.

(48) Subscriber Network: The 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(49) Town: The Town of Needham, Massachusetts.

(50) Town Counsel: The Town Counsel of the Town of Needham, Massachusetts.

(51) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(52) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(53) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(54) VCR: The acronym for videocassette recorder.

(55) Video Programming or Programming: 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**

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Needham, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Needham.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Needham within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Needham. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any applicable regulations of the Town and any special laws or Town by-laws and/or regulations enacted hereafter.

**Section 2.2---TERM OF RENEWAL LICENSE**

The term of this Renewal License shall commence on July 10, 2012 and shall expire on July 9, 2022, unless sooner terminated as provided herein.

**Section 2.3---NON-EXCLUSIVITY OF RENEWAL 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 Needham; 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 not be on terms more favorable or less burdensome than those contained in this Renewal License.

(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 consider and negotiate, in good faith, equitable amendments to this Renewal License.

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

**Section 2.4---POLICE AND REGULATORY POWERS**

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

**Section 2.5---REMOVAL OR ABANDONMENT**

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

**Section 2.6---TRANSFER OF THE RENEWAL LICENSE**

(a) Neither this 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 or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. 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.

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

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal 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 this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) 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 this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

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(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) 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 120 days of receipt of said application. After 120 days, the application shall be deemed approved.

(h) 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 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.6 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 effected, the Issuing Authority may revoke and terminate the 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

#### CABLE SYSTEM DESIGN

##### Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town abutting all streets in Town already served by the Licensee as of September 30, 2004 a minimum 750 MHz Subscriber Network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

(b) The Licensee shall transmit all of its Signals to Needham Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications contained in **Exhibit 1** attached hereto and made a part hereof. At all times of this Renewal License, the Licensee shall meet all applicable FCC technical standards.

##### Section 3.2---INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain, at its sole cost and expense, its multi-strand, single mode fiber-optic Institutional Network (the "I-Net") for the exclusive use of the Issuing Authority, its designees and/or other Town Users which I-Net has significant value to the Town.

(b) The I-Net shall be a star-topology fiber-optic network that directly connects the Needham Town Hall (as nucleus of the star) to all of the site locations listed in **Exhibit 2** ("I-Net Buildings"), attached hereto and made a part hereof. Some of said **Exhibit 2** sites were connected using a single pair of fiber strands; other **Exhibit 2** sites were connected using two (2) pairs of fiber strands. Maximum attenuation loss between each I-Net site location and the Needham Town Hall shall not exceed-8dB end-to-end at wavelength of 1300 nm.

(c) The Licensee shall continue to maintain and replace in a timely manner all equipment that is part of the I-Net without any charge(s) to the Issuing Authority, the Town and/or Subscribers. The Town shall maintain and replace any end-user equipment that it owns and operates.

(d) The I-Net shall continue to comply in all respects with the technical description of the Needham Institutional Network in this Section 3.2, including any equipment specified herein.

(e) Pairs of single-mode fiber optic strands shall interconnect each of the buildings and locations as specified in **Exhibit 2**, attached hereto. Any future Town and/or Needham school buildings shall be connected to the I-Net, upon request of the Issuing Authority, in accordance with Section 3.2(I) infra.

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(f) The I-Net shall continue to be capable of providing voice, video and data services between I-Net Buildings during the term of this Renewal License.

(g) Each pair of single-mode fiber cables shall continue to terminate at a Licensee-provided fiber patch-panel at each I-Net site location, and at the Needham Town Hall.

(h) The I-Net shall continue to be maintained by the Licensee as follows:

(1) The I-Net shall be maintained at all times in the downstream and upstream mode(s) to conform to FCC standards, if applicable; the Licensee shall document how its regular-monitoring procedures serve to achieve that result. Such documentation shall be made available to the Issuing Authority and/or its designee(s) upon reasonable demand.

(2) The Licensee's response to all I-Net outages or significant service degradation shall meet the same standards as its response to Subscriber Network outages, but in any case within two (2) hours of notification or when the Licensee knew of the outage or should have known of the outage, whichever is earlier.

(3) The Town shall identify, and provide to the Licensee, the name and a telephone number for the I-Net Administrator.

(4) For scheduled I-Net maintenance activities, and scheduled Subscriber Network maintenance activities that may impact the I-Net, whether initiated at the Town's request or by the Licensee, the Licensee shall provide a minimum of one (1) week notice to the I-Net Administrator, unless otherwise agreed to by the I-Net Administrator.

(5) For all Cable System maintenance activities likely to impact I-Net service, scheduled or otherwise, the Licensee shall notify the I-Net Administrator prior to the commencement of any such work.

(6) All requests for I-Net maintenance shall be coordinated by the I-Net Administrator.

(7) In the event that the Subscriber Network and the I-Net experience an outage simultaneously, it is the understanding of the parties hereto that the Licensee's first priority is to repair the Subscriber Network.

(i)The Town shall have the right hereto to use the I-Net for any non-commercial purposes whatsoever, including, but not limited to, carrying telephone, telecommunications services and/or Internet Service(s) from third parties for Town use on the I-Net for the Town's internal use only, without charges of any kind levied by the Licensee. Connectors will be SC/APC to allow video carriage as well as data and telephony.

(j) The Licensee shall supply the appropriate connector, as designated by the Issuing Authority, so as to allow the User(s) origination capability at the institutions specified by the Town during the term of the Renewal License.

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(k) Beyond the I-Net Drops and Outlets listed in **Exhibit 2**, as of the Effective Date, the Licensee shall provide, install and activate additional connections to designated I-Net Locations, listed in **Exhibit 3** attached hereto. **Exhibit 3** lists the number of fibers to be provided to each I-Net Location. The Licensee shall not charge the Town for the Drop and Outlet to the new Senior Center. The Access Corporation shall pay the Licensee for the Drop and Outlet to the PEG Access studio.

(i) Construction, installation and activation of additional designated Drops and Outlets shall be completed within sixty (60) days of designation by the Issuing Authority, for aerial Drops, and within one hundred twenty (120) days of designation by the Issuing Authority, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the I-Net Locations designated to receive a Drop or Outlet, prior to the installation of such Drop or Outlet. The Issuing Authority shall designate such officials in writing to the Licensee.

(l) Beyond the I-Net Drops/Outlets specified in **Exhibits 2 and 3** herein, upon the Issuing Authority's request, the Licensee shall provide additional I-Net Drops/Outlets for newly constructed or acquired buildings, at reasonable cost to the Town.

(m) The Licensee shall use its best efforts to work with the Issuing Authority and its designee(s) to meet the Town's reasonable needs in connection with the Town's use and development of the I-Net, including, but not limited to, making available to the Town a reasonable amount of professional consultation regarding the use and development of the I-Net, from its in-house personnel, on an annual basis, without charge(s) to the Town.

(n) Nothing in this Section 3.2, or elsewhere in the Renewal License, shall prevent the Issuing Authority from allowing the Access Corporation from using I-Net bandwidth.

(o) The Licensee shall continue to have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control and/or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net. Test results shall be promptly submitted to the I-Net Administrator.

(p) In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed within such seven (7) day period.

(q) There shall be no charges to the Issuing Authority, the Town and/or Subscribers for I-Net operational, maintenance, repair, replacement, and/or Drop/Outlet(s) installation costs. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to

externalize, line-item or otherwise pass-through any I-Net costs, incurred pursuant to this Renewal License, to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection, and/or interest paid on and allocation of any such costs, strictly in compliance with such applicable laws and/or regulations.

(r) If applicable and if requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized or passed-through I-Net costs, in sufficient detail to enable the Issuing Authority to understand how such new costs have been externalized or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

(s) The Issuing Authority, the Licensee, and the owner of the I-Net fiber infrastructure described herein have agreed to certain provisions regarding the status of the I-Net, which agreement is attached hereto as **Exhibit 4**.

### **Section 3.3---EMERGENCY ALERT OVERRIDE CAPACITY**

The Subscriber Network described in Section 3.1 herein shall comply with the FCC's Emergency Alert System ("EAS") regulations.

### **Section 3.4---PARENTAL CONTROL CAPABILITY**

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

**ARTICLE 4**

**CABLE SYSTEM LOCATION, MAINTENANCE  
AND OPERATIONAL STANDARDS**

**Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS**

(a) The area to be served is substantially the entire Town of Needham Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the Town or easements in the Town over which the Town has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s).

(b) The Licensee shall make its Cable System available to substantially all residents of the Town, unless legally prevented from doing so, subject only to the installation charges herein.

(c) The Licensee's obligation to extend its Cable System to Streets of the Town not already served by the Licensee as of the Effective Date of this Renewal License shall be limited to those Streets in which the Licensee's cost of construction is no greater than Five Hundred Dollars (\$500.00) per dwelling unit, unless prospective Subscribers within said Streets agree to pay all additional costs in excess of said \$500.00 amount.

(d) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred twenty-five feet (125') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 125' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 125' from the existing aerial Trunk and Distribution System and additions thereto.

**Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM**

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Needham. Poles, towers, if any, 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 Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local laws and regulations.

**Section 4.3---UNDERGROUND FACILITIES**

(a) In the areas of the Town having telephone lines and electric utility lines underground, 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 company, the Licensee shall likewise place its facilities underground at no cost to the Town, unless the Town makes public funds available to occupiers of the rights-of-way to aid in the cost of said underground project(s).

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade 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

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### **Section 4.4---TREE TRIMMING**

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

#### **Section 4.5---RESTORATION TO PRIOR CONDITION**

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

#### **Section 4.6---TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town at no cost to the Town, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

#### **Section 4.7---DISCONNECTION AND RELOCATION**

The Licensee shall, upon reasonable advance notice, without cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, 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(s) 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.

#### **Section 4.8---SAFETY STANDARDS**

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

#### **Section 4.9---PEDESTALS**

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing 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 DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals shall be shown on the construction maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

#### **Section 4.10---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 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 at its sole cost and expense.

**Section 4.11---RIGHT TO INSPECTION OF SYSTEM**

The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal license in order to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

**Section 4.12---CABLE SYSTEM AND I-NET MAPS**

(a) The Licensee shall file with the Issuing Authority or its designee(s) as-built maps of the Cable System and I-Net plants. If changes are made in the Cable System and/or the I-Net, upon request, the Licensee shall file updated as-built maps annually, not later than fifteen (15) days after any such request.

(b) Within thirty (30) days of the Effective Date of this Renewal License, the Licensee shall supply the Town with a full set of up-to-date Computer-Aided-Design/Computer-Aided Mapping (CAD-CAM) maps of the Cable System and the I-Net, for the Town's use, without charge(s) to the Issuing Authority and/or any Town department. The Licensee shall update and maintain said mapping on an annual basis throughout the term of this Renewal License. Said CAD-CAM maps shall separately show, among other things all of the Licensee's Cable System plant in the Town.

**Section 4.13---SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing 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.

**Section 4.14---COMMERCIAL ESTABLISHMENTS**

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

**Section 4.15---DIG SAFE**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

## **ARTICLE 5**

### **SERVICES AND PROGRAMMING**

#### **Section 5.1---BASIC SERVICE**

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable Television System serving the Town pursuant to applicable federal statute or regulation.

#### **Section 5.2---PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 5**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 5**, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Needham Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

#### **Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE**

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

#### **Section 5.4---VCR/DVR/DVD CABLE COMPATIBILITY**

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR, DVR or DVD controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, equipment which will allow VCR, DVR or DVD owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, DVR or DVD, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said equipment shall be available to all Subscribers in accordance with applicable law

(b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

**Section 5.5---CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; 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 Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

**Section 5.6---DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND  
PUBLIC SCHOOLS WITHOUT CHARGE(S)**

The Licensee shall provide a Cable Drop, an Outlet and monthly Basic Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority, including those listed in **Exhibit 6**, attached hereto and made a part hereof.

## **ARTICLE 6**

### **PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT**

#### **Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

The Access Corporation, as designated by the Issuing Authority, shall continue to be responsible for the provision of Public, Educational and Governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

#### **Section 6.2---PEG ACCESS CORPORATION**

The Access Corporation shall provide services to PEG Access Users and the Town, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
- (2) Manage PEG Access annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease PEG Access equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce quality PEG Access programming
- (5) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Corporation staff and volunteers;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and
- (8) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

#### **Section 6.3---PEG ACCESS CHANNELS**

(a) The Licensee shall continue to make available for use by the Issuing Authority and/or the Access Corporation three (3) Licensee-owned Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town and/or the Access Corporation and shall be subject to the control and management of the Issuing Authority and/or the Access Corporation.

(b) The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion; provided, however, that the Licensee shall provide the Town with ninety (90) days notice prior to any such change of the PEG Access Channel assignments.

**Section 6.4--QUARTERLY FUNDING FOR PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS PROGRAMMING**

(a) Starting on the Effective Date of this Renewal License, the Licensee shall provide the Access Corporation with annual funding in the amount of five percent (5%) of its Gross Annual Revenues, as defined in Section 1.1(22) supra, for the production of Public, Educational and Governmental Access Programming. Said 5% payments shall be made directly to the Access Corporation (i) on or before May 15<sup>th</sup> of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of October, November and December.

(b) The Licensee shall file with each of said five percent (5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 7**. If the Licensee's quarterly payments to the Access Corporation were less than five (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Access Corporation no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) supra.

(c) In no case shall said five percent (5%) payment(s) include (i) the equipment/capital funding required by Section 6.5 below; and/or (ii) applicable License Fee payments to the Town, the State and/or the FCC. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(d) In the event that the PEG Access Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments to the Issuing Authority pursuant to this Section 6.4(d) shall not be deemed to be part of the funding to be paid to the Access Corporation pursuant to this Section 6.4 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

**Section 6.5---PEG ACCESS EQUIPMENT/FACILITIES FUNDING**

(a) Within forty-five (45) days of the Effective Date of this Renewal License, the Licensee shall provide funding to the Access Corporation in the amount of Fifty Thousand Dollars (\$50,000.00).

(b) In no case shall said total \$50,000.00 equipment and facilities payments be counted against (i) the annual funding for PEG Access Programming required by Section 6.4 supra; (ii) any License Fee payment, required by Section 7.1 infra; and/or (iii) any other fees or payments required by applicable laws. The payment in paragraph (a) above shall be made directly to the Access Corporation.

(c) In the event that the equipment/facilities payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payment shall accrue from the date due and be paid to the Access Corporation at the annual rate of two percent (2%) above the Prime Rate. Any such late payments to the Access Corporation pursuant to this Section 6.5(c) shall not be deemed to be part of the funding to be paid to the Access Corporation pursuant to Section 6.5 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

**Section 6.6---EQUIPMENT OWNERSHIP**

The Town and/or the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 6.5 supra. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

**Section 6.7---ACCESS CORPORATION ANNUAL REPORT**

Upon the written request of the Licensee, the Issuing Authority shall provide the Licensee with a copy of the Access Corporation's annual Form PC submitted to the Division of Public Charities and the Form 990.

**Section 6.8---PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

**Section 6.9---PEG ACCESS CABLECASTING**

(a) In order that the Issuing Authority, its designee(s) and/or the Access Corporation can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Access Corporation from the PEG Access studio, located as of the Effective Date at 257 Chestnut Street, to the Cable System Headend or Hub, on the Licensee's I-Net made available, without charge, to the Issuing Authority, its designee(s) and/or the Access Corporation for their use.

(b) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or Hub to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority, its designee(s) and/or the Access Corporation for such electronic switching responsibility. Any manual switching shall be the responsibility of the Access Corporation or the Issuing Authority. The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall own, maintain, repair and/or replace any Headend or Hubsite Signal processing equipment. The Issuing Authority, its designee(s) and/or the Access Corporation shall own, maintain, repair and/or replace studio or portable modulators and demodulators. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the Town's or the Access Corporation's equipment shall be at the output of the Access Corporation's master control output.

**Section 6.10---CENSORSHIP**

Neither the Licensee, the Town or the Access Corporation shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

## ARTICLE 7

### LICENSE FEE PAYMENTS

#### Section 7.1---LICENSE FEE PAYMENTS

(a) 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, shall be calculated in compliance with applicable law(s).

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the Quarterly Funding for PEG Access Programming pursuant to Section 6.4 supra; and (ii) any License Fees that may be payable to the Town, the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town or the Access Corporation because of late payments; (ii) the equipment/facilities funding payments payable to the Issuing Authority and/or the Access Corporation pursuant to Section 6.5 supra; (iii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (iv) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) In the event that the License Fees herein required herein are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at rate of two percent (2%) above the Prime Rate. Any payments to the Town pursuant to this §7.1 shall not be deemed to be part of the License Fees to be paid to the Town and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

#### Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fees shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/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 License Fee 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 License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any 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 communications 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 System.

### **Section 7.3---RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Section 6.4 and/or Section 7.1 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days to provide the Issuing Authority 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). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority or the Access Corporation, such fee shall be paid 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. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required payment to the Issuing Authority or the Access Corporation, without interest charges of any kind.

### **Section 7.4---AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Needham.

### **Section 7.5---METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

## **ARTICLE 8**

### **RATES AND CHARGES**

#### **Section 8.1---RATE REGULATION**

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

#### **Section 8.2---NOTIFICATION OF RATES AND CHARGES**

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. 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 be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 8**.

#### **Section 8.3---PUBLICATION AND NON-DISCRIMINATION**

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. 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 8.4---CREDIT FOR SERVICE INTERRUPTION**

Pursuant to applicable law(s), 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.

**Section 8.5---SENIOR CITIZEN DISCOUNT**

The Licensee shall continue to provide senior citizens in Needham a discount of two dollars (\$2.00) per month off of the Licensee's Basic Service. To qualify for said discount, senior citizens must be (1) sixty-five (65) years of age or older and head of the household receiving one of the following: (i) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, or (iv) Veteran's Service benefits. Said discount shall apply to the full level of Basic Service; however, this discount may not apply to other discount package prices.

## ARTICLE 9

### INSURANCE AND BONDS

#### Section 9.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

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

(i) Such insurance shall commence no later than the Execution Date of this 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.

#### Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Fifty Thousand Dollars (\$150,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the 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 the 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 Section 11.1 and 11.2 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 that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

### **Section 9.3---REPORTING**

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

### **Section 9.4---INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, 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 or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

### **Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

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It is hereby understood and agreed that this policy (or 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.

## **ARTICLE 10**

### **ADMINISTRATION AND REGULATION**

#### **Section 10.1---REGULATORY AUTHORITY**

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

#### **Section 10.2---PERFORMANCE EVALUATION HEARINGS**

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

#### **Section 10.3---NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, 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 and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

**Section 10.4---EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

**Section 10.5---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, which cost shall be summarized by the Issuing Authority.

**Section 10.6---JURISDICTION**

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.

**ARTICLE 11**

**DETERMINATION OF BREACH-LIQUIDATED DAMAGES  
LICENSE REVOCATION**

**Section 11.1---DETERMINATION OF BREACH**

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 the 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.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) 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 the Licensee fails to respond to such notice of default and 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 and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;
- (ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (iii) Commence an action at law for monetary damages;

- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) Invoke any other lawful remedy available to the Town.

### **Section 11.2--LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(c) above.

(1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(2) For failure to fully operate and maintain the Institutional Network in accordance with Section 3.2 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access provisions in accordance with Article 6 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and **Exhibit 9** attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 5.6 herein and/or **Exhibit 6**, and/or the Institutional Network Drops in accordance with Section 3.2 herein and/or **Exhibit 2** and/or **Exhibit 3**, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

(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 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 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.

### **Section 11.3---REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

### **Section 11.4---TERMINATION**

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

### **Section 11.5---NOTICE TO TOWN OF LEGAL ACTION**

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

### **Section 11.6---NON-EXCLUSIVITY OF REMEDY**

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

**Section 11.7---NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the 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 the Renewal License.

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

## ARTICLE 12

### SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

#### Section 12.1---CUSTOMER SERVICE OFFICE

The Licensee shall have a customer service office that is reasonably convenient and proximate to the Town and for Subscribers that will be open during Normal Business Hours and accessible to Subscribers to make bill payments.

#### Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 9**, during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Needham Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, 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 standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall 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.

#### Section 12.3---CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service 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) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her

Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

#### **Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Needham residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business morning.

(c) The Licensee shall ensure that there are stand-by technician(s) 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 unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to promptly by technical personnel. For purposes of the 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 fifteen (15) days of receiving a request from a Subscriber to do so.

#### **Section 12.5---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**.

#### **Section 12.6---BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 8** and made a part hereof, as the same may exist or as may be amended from time to time:

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- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;
- (iv) Advance Billing and 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 12.7---COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of 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/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. 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 the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Needham with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, 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 any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

**Section 12.8--REMOTE CONTROL DEVICES**

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

**Section 12.9---EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering, or seeking entrance, 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 wear an employee identification card issued by the Licensee and bearing a picture of said employee.

**Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) 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 the policy.

**Section 12.11---PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service or other 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 12.12---MONITORING**

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for

any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

#### **Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION**

The Licensee and its agents and/or employees shall not, without giving Subscribers the opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

#### **Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act, 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.

#### **Section 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) The Licensee shall promptly 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

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about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

**Section 12.16---PRIVACY STANDARDS REVIEW**

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

## **ARTICLE 13**

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

#### **Section 13.1---GENERAL**

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, 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 Council for a determination of the validity of the Licensee's claim of a proprietary interest.

#### **Section 13.2---FINANCIAL REPORTS**

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

#### **Section 13.3---CABLE SYSTEM INFORMATION**

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

#### **Section 13.4---IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, 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 percent (90%) 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 percent (3%) of the time.

**Section 13.5---SUBSCRIBER COMPLAINT REPORT**

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 10**, to the Issuing Authority, or its designee(s), as required by the Cable Division.

**Section 13.6---INDIVIDUAL COMPLAINT REPORTS**

Subject to Section 12.7 supra, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

**Section 13.7---ANNUAL PERFORMANCE TESTS**

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

**Section 13.8---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 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 13.9---DUAL FILINGS**

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

**Section 13.10---ADDITIONAL INFORMATION**

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

**Section 13.11---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**

**EMPLOYMENT**

**Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY**

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

**Section 14.2---NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

## **ARTICLE 15**

### **MISCELLANEOUS PROVISIONS**

#### **Section 15.1---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 orally but only by an instrument in writing executed by the parties.

#### **Section 15.2---CAPTIONS**

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

#### **Section 15.3---SEPARABILITY**

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

#### **Section 15.4---ACTS OR OMISSIONS OF AFFILIATES**

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, 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 15.5---RENEWAL LICENSE EXHIBITS**

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

#### **Section 15.6---WARRANTIES**

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

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) 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 Effective Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Effective Date of this Renewal License that would interfere with its performance of the Renewal License; and

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

#### **Section 15.7--FORCE MAJEURE**

If by reason of Force Majeure either party hereto is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of either party hereto.

#### **Section 15.8--REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

**Section 15.9---SUBSCRIBER TELEVISION SETS**

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

**Section 15.10---APPLICABILITY OF RENEWAL LICENSE**

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

**Section 15.11---NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Needham, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492, with one (1) copy to the Town Counsel at an address to be provided to the Licensee by the Issuing Authority from time to time, and one (1) copy to the Cable Advisory Committee at the Needham Town Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice-President of Regulatory Affairs, RCN, 105 West First Street, South Boston, MA 02127, with one (1) copy to such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt:

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority or its designee(s) shall publish notice of the same, sufficient to identify its time, place and purpose, in an Needham newspaper of general circulation.

(d) Subject to subsection (c) above, all required notices shall be in writing.

**Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY**

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its 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 15.13---TOWN'S RIGHT OF INTERVENTION**

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

**Section 15.14---TERM**

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

-Town of Needham Cable Television Renewal License-  
July 10, 2012-July 9, 2022

**EXHIBITS**

**EXHIBIT 1**

**FCC TECHNICAL SPECIFICATIONS**

**TITLE 47—TELECOMMUNICATION  
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION  
PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE**

**§ 76.605 Technical standards.**

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system: (1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be  $4.5 \text{ MHz} \pm 5 \text{ kHz}$  above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of  $0.0133 (Z)$  millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of  $0.00662(Z)$  millivolts, where  $Z$  is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month

-Town of Needham Cable Television Renewal License-  
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interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of  $\pm 2$  decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this

standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed  $\pm 20\%$ .

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed  $\pm 10$  degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	Signal leakage limit (micro-volt/ meter)	Distance in meters (m)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to

writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

**EXHIBIT 2**

**I-NET BUILDINGS**

Each of the following sites must be directly connected to the Data Center located in the Needham Town Hall (at 1471 Highland Avenue) using pairs of 8-micron single-mode fiber optic cabling, as specified in the listings below.

**Public Schools**

Two fiber pairs (four fiber strands) required for each Public School location:

Broadmeadow School	120 Broadmeadow Street
Eliot School	135 Wellesley Avenue
High Rock School	77 Ferndale Road
Hillside School	28 Glen Gary Road
High School	609 Webster Street
Mitchell School	187 Brookline Street
Newman School	1155 Central Avenue
Pollard School	200 Harris Avenue
School Administration Building	1330 Highland Avenue
John J Daley Building	257 Webster Street

**Town Administration and Service Buildings**

Two fiber pairs (four fiber strands) required for each Town Administration and Service building location:

Public Library	1139 Highland Avenue
Police Station	99 School Street
Central Fire Station	88 Chestnut Street
Needham Heights Fire Station	707 Highland Avenue
Department of Public Works	470 Dedham Avenue
Public Service Administration Building:	500 Dedham Avenue
Stephen Palmer Senior Center	83 Pickering Street
Emergency Management Center	60 Dedham Avenue
Recycling and Transfer Station A	1407 Central Avenue
Recycling and Transfer Station B	1421 Central Avenue
Water Treatment Plant	Charles River Street
Rosemary Pool	Rosemary Street
Field House at Memorial Park	Highland Avenue at Rosemary Street
Ridge Hill Reservation Office	463 Charles River Street

*Exhibit 2: Page 2*

**Private Educational Institutions**

One fiber pair (two fiber strands) required for each Private Educational Institution location:

Saint Joseph School	90 Pickering Street
Saint Sebastian's	
Country Day School	1191 Greendale Avenue
The Walker School	1968 Central Avenue
Olin College	1735 Great Plain Avenue

**Pump Stations**

One fiber pair (two fiber strands) required for each Pump Station location:

Pump station buildings:

257 West Street  
274 Reservoir Street  
120 Kendrick Street  
1352 Great Plain Avenue  
21 Alden Road

Below-ground pump stations:

63 Reservoir Street  
41 Lake Drive  
20 Saint Mary's Street  
Richardson Drive (pole 16)  
Milo Circle (pole 4)  
Warren Street (pole 2)  
Captain Robert Cook Drive  
914 Charles River Street  
484 Dedham Avenue

**Water Towers**

One fiber pair (two strands) required for each water tower:

Dunster Road  
175 Hillcrest Road

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**EXHIBIT 3**

**ADDITIONAL I-NET BUILDINGS**

- (1)PEG Access Studio: 257 Chestnut Street (4 fiber strands)
- (2) New Senior Center: Hillside Avenue (4 fiber strands)

-Town of Needham Cable Television Renewal License-  
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**EXHIBIT 4**

**THREE-PARTY INSTITUTIONAL NETWORK AGREEMENT**

(See Attached)

-Town of Needham Cable Television Renewal License-  
July 10, 2012-July 9, 2022

TOWN HALL  
1471 Highland Avenue  
Needham, MA 02492

June \_\_, 2012

Thomas Steel  
Vice-President and Regulatory Counsel  
RCN-BecoCom, LLC  
105 West First Street  
South Boston, MA 02127

Neven Rabadjija  
Associate General Counsel  
NSTAR Communications, Inc.  
800 Boylston Street, 17<sup>th</sup> Floor  
Boston, MA 02199

RE: RCN Institutional Network in Needham

Dear Mr. Steel and Mr. Rabadjija:

I am writing to you as Chairman of the Board of Selectmen, statutory Issuing Authority for the Town of Needham, MA (the "Town"). The Board of Selectmen is expected to grant a Cable Television Renewal License to RCN-BecoCom, Inc. ("RCN") on or about July 17, 2012. The Selectmen are aware that the Town's Cable Advisory Committee has raised concerns about the status of the Institutional Network (the "I-Net") over the term of the new Renewal License. It is our understanding that while RCN is the Licensee in Needham and maintains and operates the I-Net, NSTAR Communications, Inc., a subsidiary of NSTAR, actually owns the fiber infrastructure; RCN itself has an indefeasible right-of-use ("IRU") of the multi-strand fibers comprising the I-Net. To that end, the Selectmen would like to have an agreement between the Town, RCN and NSTAR Communications on this matter, as memorialized below:

In the event that (i) RCN in any manner abandons the multi-strand fibers that comprise the Needham Institutional Network ("I-Net"), and (ii) the Renewal License, with an Effective Date of July 18, 2012, is not transferred to another party in accordance with said Renewal License, then said multi-strand fibers will continue to be made available by NSTAR Communications for use by the Town of Needham, for continued use by the Town of Needham as its I-Net, in accordance with the Renewal License.

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Thomas Steel  
Neven Rabadjija  
June \_\_, 2012

This agreement is made with the express understanding that while NSTAR Communications owns the fiber cable, and has certain maintenance obligations regarding the fiber cable as a whole (as long as it is being compensated for such maintenance, in accordance with its IRU agreement), NSTAR Communications does not, and will not (a) provide any "lit fiber" services or equipment; (b) provide any operational, diagnostic, repair or maintenance services with respect to specific strands of fiber; (c) provide any fiber or cable relocation (e.g. transfer from pole to pole), replacement, repair or reconfiguration (e.g. new laterals, or reconfiguration of connections) services, except if it chooses to do so, upon specific request and with full reimbursement of costs and overhead.

In other words, NSTAR Communications agrees hereby to simply provide a passive availability of the multi-strand fibers currently comprising the I-Net so long as the cable is in place, and not to provide an active service of the kind RCN may now provide under its existing or new Renewal License with the Town.

In addition, in the event of RCN's demise, if the IRU Agreement were not assumed by another carrier and continued, then NSTAR Communications reserves all rights, and accepts no limitation on its right to sell or re-use all or any part of the fiber network in its own best financial interest, including the multi-strand fibers reserved to the Town, but subject to the Town's continuing access to said multi-strand fibers, as specified herein, so long as the cable is in place.

I would appreciate it if you would indicate your agreement with the foregoing by signing below.

Thank-you for your assistance in this matter.

-Town of Needham Cable Television Renewal License-  
July 10, 2012-July 9, 2022

Thomas Steel  
Neven Rabadjija  
June \_\_, 2012

**The Town of Needham**

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BY:  
Chairman  
Board of Selectmen

**RCN-BecoCom, Inc.**

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BY: Thomas Steel  
Vice-President

**NSTAR Communications, Inc.**

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BY: Neven Rabadjija  
Attorney for NSTAR Communications, Inc.

**EXHIBIT 5**

**PROGRAMMING AND SIGNAL CARRIAGE**

The Licensee shall provide the following broad categories of Programming:

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

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Execution Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(See Attached)

**EXHIBIT 6**

**FREE DROPS AND MONTHLY SERVICE  
TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS**

The following public buildings and school buildings shall continue to receive a Drop and/or Outlet and the monthly Basic Service at no charge \*\*:

- |                                      |                              |
|--------------------------------------|------------------------------|
| (1) Fire Station:                    | 707 Highland Avenue          |
| (2) Fire Station:                    | 88 Chestnut Street           |
| (3) Senior Center:                   | 83 Pickering Street, Apt. B1 |
| (4) Senior Center:                   | 300 Hillside Avenue          |
| (5) Board of Selectmen:              | 1471 Highland Avenue         |
| (6) Town Manager:                    | 1471 Highland Avenue         |
| (7) DPW:                             | 470 Dedham Avenue            |
| (8) Housing Authority:               | 34 Seabeds Way               |
| (9) PSAB Community Development:      | 500 Dedham Avenue            |
| (10) PSAB Park & Recreation:         | 500 Dedham Avenue            |
| (11) Needham Public Library:         | 1139 Highland Avenue         |
| (12) Needham Police:                 | 99 School Street             |
| (13) Town Hall:                      | 1471 Highland Avenue         |
| (14) Emergency Management:           | 88 Chestnut Street           |
| (15) Senior Center:                  | 300 Hillside Avenue          |
| (16) Senior Center:                  | 83 Pickering Street          |
| (17) Rosemary Pool:                  | Rosemary Street at tracks    |
| (18) Memorial Park:                  | Highland Avenue at Rosemary  |
| (19) Water Treatment Facility:       | Charles River Street         |
| (20) Cricket Field House:            | Hillside Avenue              |
| (21) Daley Building:                 | 257 Rear Webster Street      |
| (22) Ridge Hill Reservation:         | 463 Charles River Street     |
| (23) Eliot School:                   | 135 Wellesley Avenue         |
| (24) Mitchell School:                | 187 Brookline Street         |
| (25) Hillside School:                | 28 Glen Gary Road            |
| (26) Broadmeadow School:             | 120 Broadmeadow Road         |
| (27) Needham High School:            | 609 Webster Street           |
| (28) Pollard School:                 | 200 Harris Avenue            |
| (29) Newman Junior High School:      | 1155 Central Avenue          |
| (30) High Rock School:               | 77 Ferndale Road             |
| (31) School Administration Building: | 1330 Highland Avenue         |
| (32) Needham Youth Commission:       | 1471 Highland Avenue         |
| (33) Walker School:                  | 1968 Central Street          |
| (34) Haddad School:                  | 90 Pickering Street          |
| (35) St. Sebastian School:           | 1191 Greendale Avenue        |
| (36) St. Josephs School:             | 90 Pickering Street          |
| (37) PEG Access Studio:              | 257 Chestnut Street          |

\*\* or such other address, without charge, as designated by the Issuing Authority.

**EXHIBIT 7**

**PEG ACCESS FUNDING  
GROSS ANNUAL REVENUES REPORTING FORM  
RCN-BECOCOM, INC.**

**TOWN OF NEEDHAM**

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue <sup>1</sup>	\$ [enter amount]
Other Unregulated Revenue <sup>2</sup>	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue \$ [enter total]

License Fee (5%) \$ [enter % of total]  
Fee-on-Fee (5%) \$ [enter % of %]

License Fee Due \$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized RCN Representative:

\_\_\_\_\_

Name:

Date:

**EXHIBIT 8**

**207 CMR 10.00**

**BILLING AND TERMINATION OF SERVICE**

**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 9**

**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.

-Town of Needham Cable Television Renewal License-  
July 10, 2012-July 9, 2022

(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 channels.

-Town of Needham Cable Television Renewal License-  
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**EXHIBIT 10**

**CABLE DIVISION FORM 500**

(See Attached)

-Town of Needham Cable Television Renewal License-  
July 10, 2012-July 9, 2022

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Address:

Address:

Contact:

Phone:

E-Mail:

Filing Year:

Number of Subscribers:

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					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond in Original Complaint					
Other:					



**Board of Selectmen  
TOWN OF NEEDHAM  
AGENDA FACT SHEET**

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**MEETING DATE: 7/10/2012**

<b>Agenda Item</b>	Hillside/Mitchell Pre-feasibility Update
<b>Presenter(s)</b>	Heidi Black, Chairman, School Committee George Kent, Chairman, PPBC Steve Popper, Director of Design and Construction

<b>1.</b>	<b>BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED</b>		
	Ms. Black, Mr. Kent, Mr. Popper, and representatives of the School Committee will update the Board of Selectmen on the status of the Hillside/Mitchell pre-feasibility study.		
<b>2.</b>	<b>VOTE REQUIRED BY BOARD OF SELECTMEN</b>	<b>YES</b>	<b>NO</b>
<b>3.</b>	<b>BACK UP INFORMATION ATTACHED</b>	<b>YES</b>	<b>NO</b>
	<b>(Describe backup below)</b>  a. Hillside/Mitchell Pre-feasibility Study Executive Summary b. Hillside/Mitchell Pre-feasibility Study forwarded electronically		



## EXECUTIVE SUMMARY

### The Process

Through the course of this study, Dore & Whittier Architects worked closely with the Working Group which included members from both the school district and town administration. These meetings were held to provide input and feedback on the information shared through each step of the process.

Concepts and options were developed based on the goals outlined in the Visioning Session and the information obtained from previous studies. Revisions were made through an interactive process and the results are presented herein. These options are intended to provide a framework and basis for the submission of the Statement of Interest (SOI) to the MSBA and are not to be considered a recommendation of one specific option or solution.

### Educational Framework Workshop

An Educational Framework Workshop held in February 2012 included a variety of stakeholders from the school, town and community at large. The workshop identified the educational values and goals related to early child and elementary school years and provided a foundation for decision-making as it relates to the Hillside and Mitchell Elementary Schools. The full report on the Educational Framework Workshop can be found in Section D of this report.

#### Framework Components reviewed include:

- Needham Public School Guidelines
- Guiding Principles for Educational Delivery and Facilities
- Effective Delivery of Programs & Services
- Efficient Delivery of Programs & Services
- School Size & Grade Structure
- Parent & Community Outreach

### The Workshop Highlights

Noted below are some of the goals and highlights that were developed during the Workshop and led to the guiding principles used in the development of the options presented. These principles were considered in the development of the conceptual design options in this report and should be considered as benchmarks in future studies and design options.

- Limit a new elementary school enrollment size to the 400-500 student range;
- Provide schools with the ability to have small learning communities;
- Provide schools with three to four sections per grade;
- Neighborhood elementary schools are preferred;
- Flexible and adaptable spaces should be created , and wireless technology should be available in all spaces;
- Explore the building options that would allow full-day kindergarten to be offered district-wide;
- Provide collaborative spaces for students and staff in school design;
- Provide programmatic connections within the building for ELL, Learning Centers, Specials, materials;
- Plan “learning areas” as “clusters” of interrelated spaces;
- Plan for parent and community use of building and improve outreach.

### Planning Assumptions - Forming the Basis for Conceptual Option Development

The Visioning Workshop highlights were presented to the Permanent Public Building Committee (PPBC) and the School Committee who, through a series of meetings and discussion, arrived at a consensus of Values or Goals which became the guidelines and basis for the development of the Concept Options.

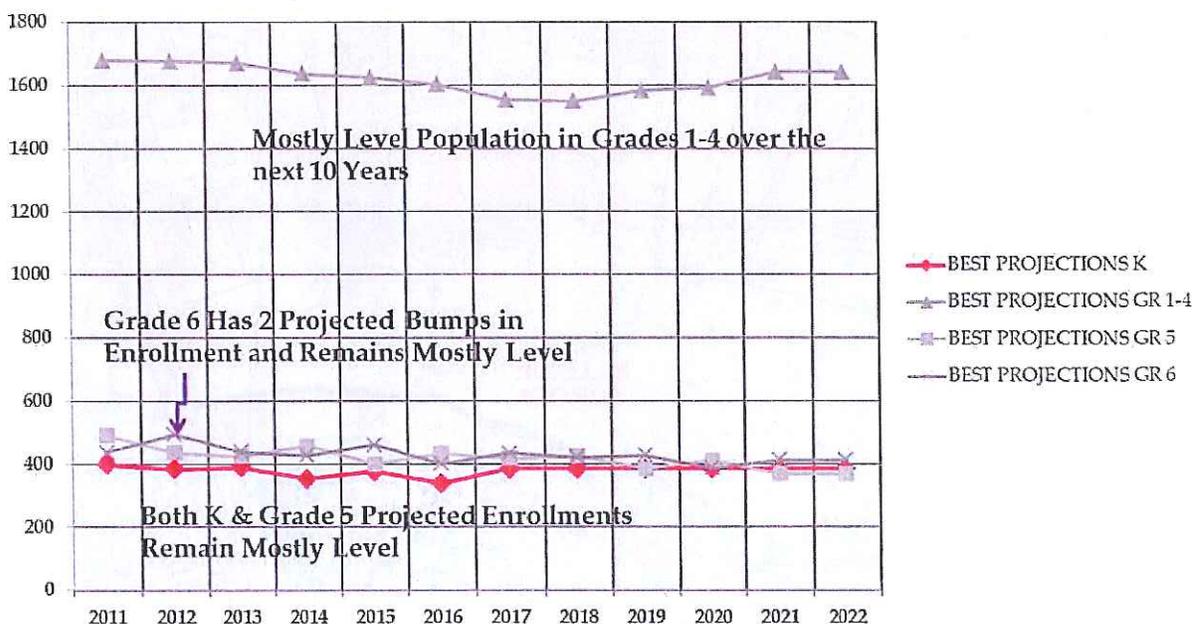
Those Goals are as follows:

- Focus is on addressing Hillside and Mitchell space and facility concerns;
- Plan for 21 students/classroom and use MSBA guidelines as the basis development of options;
- Use current enrollments for future capacity considerations;

- Elementary Schools should provide 3-4 sections per grade;  
3 sections per grade = 18 classrooms @ 21 students / cl = 378  
4 sections per grade = 24 classrooms @ 21 students / cl = 504
- School size should be in the range of approximately 400-500 students;
- Elementary schools should be neighborhood based;
- Reduce transportation requirements when possible;
- Minimize redistricting when possible;
- Facilities should have the ability to offer full-day kindergarten to all families;
- Minimize cost that will not be reimbursed or are considered temporary cost (i.e. Modular Classrooms).

### Enrollment Projections

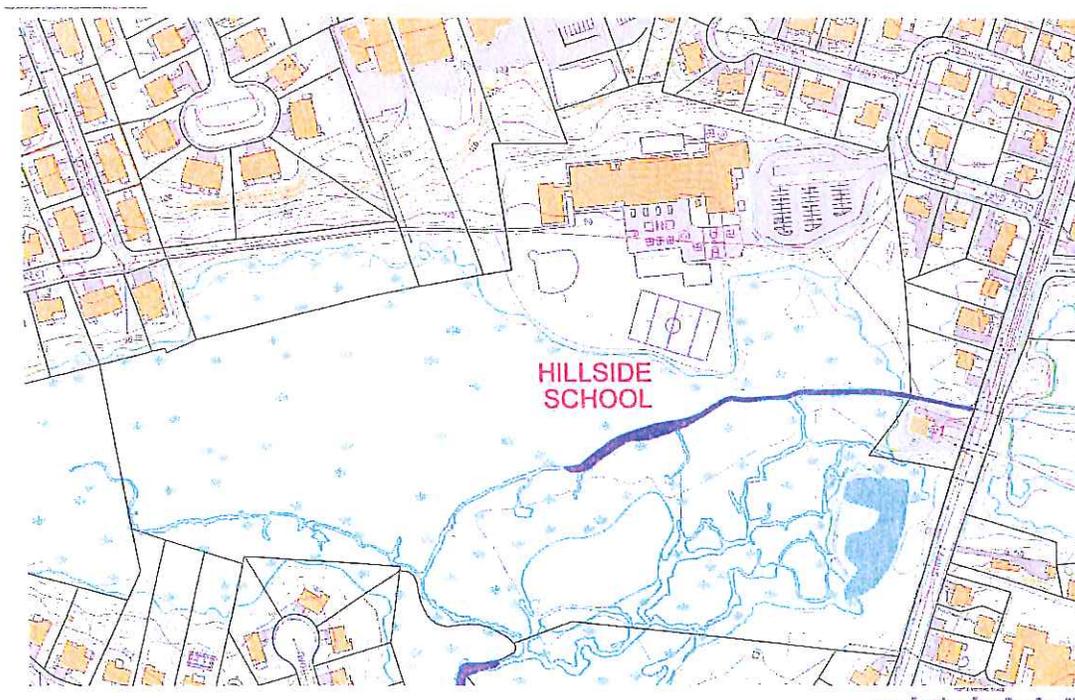
In developing the Conceptual Options, it was necessary to understand the district-wide enrollment projections and the effect that offering full-day kindergarten has on each elementary school in the district. The following chart shows the expected enrollment projections for the Town of Needham for the next ten years. These projections were prepared by the Future School Needs Committee working as an independent study group for the Needham Public School District. The graph indicates a level enrollment projection across grades with a few dips and bumps.



## Site Conditions for Consideration in Developing the Conceptual Design Options

### Hillside School - Site Overview

The Hillside School site, although larger than the Mitchell School site, is more restricted. Hillside School sits on a 24.6 acre site; however due to wetlands and buffer zone constraints only 5.8 acres of the site is usable for building, parking and playing fields. These wetlands controls and restricted site access limit the opportunity for building, parking and playfield expansion. Despite its neighborhood location, the school site is not conducive to walking which results in a large number of parent drop-offs and pick-ups. Including the Needham, Boston and after-school programs serving the Hillside School population, there are five school buses in the morning and six buses in the afternoon as well as three vans in the morning and seven vans in the afternoon that enter and exit the site. At mid-day, up to five vans access the site. These are in addition to the many parents who drop off and pick up their children daily. The inadequate parking area and limited vehicular access restricts the flow of traffic on-site and has created congestion both on and off the site, resulting in vehicular back up in the neighborhoods and on West Street. These traffic issues have created potential safety hazards for the Hillside School neighbors and students. Additional traffic, parking and site circulation issues are created as a result of special events held at the school, such as voting and school performances. These additional traffic concerns have led to the recommendation (with support from the Needham Police Department) that the Hillside School no longer be considered for use as a voting site.





Teacher & Visitor Parking at Hillside School

A significant consideration for the future use of this site as a school is the fact that it is being monitored by the Massachusetts Department of Environmental Protection (MADEP) for chemicals that seeped into the soil and groundwater in the mid 1980s. The existing Hillside School has been equipped with a ventilation system to mitigate the issue. The building, site, and ventilation systems are being monitored by a professional environmental management firm under the purview of the MADEP. This existing condition should not be considered a deterrent from using this site for additions to the existing building or for the construction of a new building. However, there are additional site procedures and building systems that are required for construction on a site that has had soil and ground water contamination. The cost factor for these atypical construction methods and additional building systems has been included in the estimated project cost presented in this report. Additional information regarding the environmental issues and the mitigation methods can be found in the Appendix of this report.

The inherent nature of the Hillside site, the topography, nearby wetlands and high water table has created an environment that is conducive to flooding. The Hillside School has experienced significant annual flooding in the crawl space beneath the lower level slab. This flooding has led to surface rusting of pipes and structural steel members located in the crawl space below the first floor level. This is not a safety concern at this time, but will need to be addressed in a future improvement project. The flooding has had an impact on the ability of the school to function properly at times. On several occasions, the flooding has required the closing of a major corridor, several classrooms and restrooms in the lower level of the school.

## Mitchell School- Site Overview

The Mitchell School site is a 12.5 acre site situated in a densely populated neighborhood with sidewalks, which makes it conducive to walking to school. The “walkability” of this site has reduced the number of students that need to be bused to the school. However, there are a large number of parents that drop off or pick up students. There are three vehicle entrances to the site:

- (1) One entrance at the rear of the school from a neighborhood side street for staff parking, and bus loop. There are two buses that pick up and drop off in this loop, one local bus and one METCO bus, and two vans that pick up in the afternoon for after school day care programs;
- (2) An entrance from Brookline Street into a parking lot that is used for parents, visitors, and additional staff parking;
- (3) A one-way entrance / exit driveway loop accessed from Brookline Street. This loop is used for parent pick-up and drop-off both in the morning and in the afternoon.

A total of 75 parking spaces are available on site. The lack of parking and queuing space in the driveway loop leads to a bottleneck and traffic congestion. In an effort to limit the on-street parking, parents double load the driveway at the end of the day. This prevents traffic from flowing through the loop. Additional cars queue along Brookline Street which creates a safety hazard as through traffic must pass in the lane of oncoming traffic.

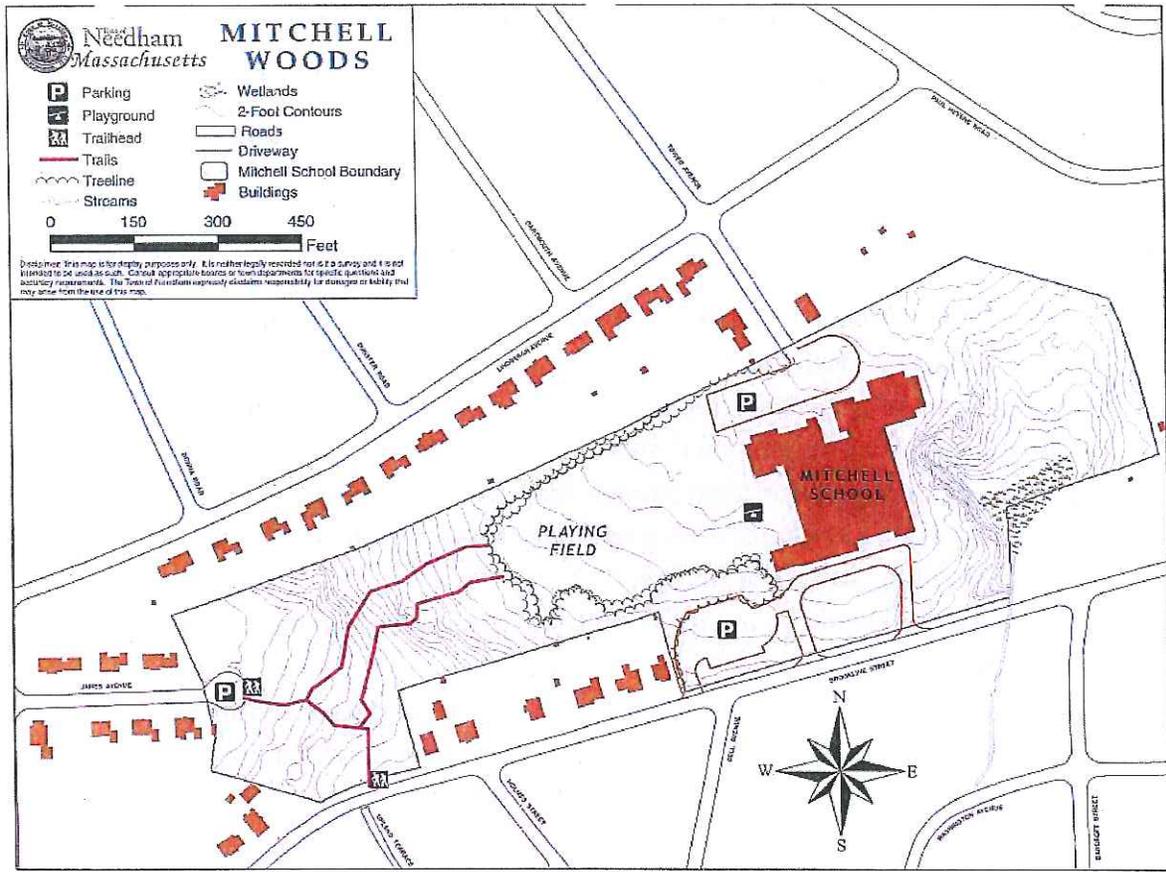


Doubled staking in driveway



Cars passing in oncoming traffic lane

The Mitchell School site is large enough for the current school population and provides open space for playfield and a large playground. The site is bordered by Mitchell Woods, a wooded path and steep hill walking site that is under the jurisdiction of the Conservation Commission, neighborhood homes to the north and south, and steep grade with wetlands on the east side of the property.



### Existing Building Conditions

In August 2011, Dore & Whittier Architects conducted a Comprehensive Building Assessment of the Hillside and Mitchell Schools. Both schools were found to be in great need of infrastructure repairs and upgrades. The Hillside and Mitchell Schools are similar in that both schools have not had a major addition or renovation in over 40 years, and neither school has sufficient infrastructure to provide a 21<sup>st</sup> century learning environment for their students. Classrooms are undersized, and there is a lack of dedicated or appropriate teaching spaces for one-on-one learning, music, or art. The existing buildings are in need of repairs and upgrades to building systems including mechanical, electrical, plumbing, fire protection, thermal protection and handicap accessibility. For a thorough understanding of the needs and the cost associated with these capital improvements, please refer to the previous D&W report, *Comprehensive Facilities Assessment Report* dated August 2011.

## Space Utilization and Educational Programming

Both the Hillside and Mitchell Schools were noted to have a number of space use constraints which were observed during the Site & Building Assessment and documented in the *Comprehensive Facilities Assessment Report* of August 2011.

A few examples common to both the Mitchell and Hillside schools were:

- Significant lack of administrative space and appropriate storage; copiers, paper and work spaces were located in the corridors;
- Significant lack of remedial/tutorial and special education spaces; small group instructional spaces were found in stairways, corridors, and converted storage rooms;
- Appropriate storage space; large storage items were found in stairways, hallways and electrical/mechanical rooms; each school has constructed and continues to build outdoor sheds for additional storage;
- Undersized classrooms, gymnasiums, and lunch rooms, art and music rooms (based on current MSBA guidelines);
- Spaces that were designed for a different use, such as closets and former office space, are being used for small group meeting space; the stage is used for music class, and the former teacher's work space is used for special education needs.

The following charts offer an overview of the size of a few existing core space and how they compare to the current MSBA guidelines for spaces of the same function. The MSBA square foot guidelines are based on student enrollment.

## Hillside School

square foot dimensions are based on the current enrollment of 435 students

Room type	Existing (sf)	MSBA Standard for gr. 1-5 (sf)	% over / under
Typical classroom 1959 wing	850	950	-11%
Typical classroom 1969 wing	820	950	-14%
Library / Media	2200	2600	-15%
Cafeteria	2175	3250	-33%
Art	815	1000	-19%
Music	1020	1200	-15%
Overall Student Capacity	47,000 sf 435 students	47,000 sf 261 students	-40%

## Mitchell School

square foot dimensions are based on the current enrollment of 477 students

Room type	Existing (sf)	MSBA Standard for gr. 1-5 (sf)	% over / under
Typical classroom 1949 wing	780	950	-18%
Typical classroom 1959 wing	870	950	-8%
Typical classroom 1969 wing	980	950	3%
Library / Media	2100	2800	-25%
Cafeteria	2400	3500	-31%
Art	470	1000	-53%
Music	625	1200	-48%
Overall Student Capacity	49,000 sf 477 students	49,000 sf 272 students	-42%

in a  
pace

## Options and Concepts

The options and concepts below include the use of the existing Hillside and Mitchell School sites, and the use of additional sites for new or temporary buildings. Two additional sites considered in the concept options are DeFazio Park and Cricket Field. Other sites could be considered in future options. These two sites were considered because of their location and proximity to existing schools and neighborhoods; however, neither of these sites is under the jurisdiction of the School Committee. A legal process will be required to transfer jurisdiction to the School Committee for the purpose of constructing a school. Parking and traffic implications along with play space and playing fields must be considered for each proposed option and site, for both temporary and long-term use. Also, the impact on students and neighborhoods during construction must be taken into account. Whether students remain on-site during construction or are bused to temporary structures, there will be an impact on their learning environment and a period of transition for families, students, teachers and staff.

DeFazio Park was considered for the potential location of a 6<sup>th</sup> grade school or a 5 / 6 School because of its proximity to the existing Pollard Middle School and playfields. In the conceptual options that include DeFazio Park (Option 3), the existing fields would serve as outdoor recreational space for a new school. This space would be shared with the Pollard Middle School during school hours. Cricket Field was considered a potential location for an elementary school due to its walkable neighborhood and proximity to the existing Hillside School district. It is noted that this was done without express approval of the Park and Recreation Commission. Although the Cricket Field site is not located in the current Hillside School district, it is assumed that with any of the options, some redistricting of students will occur.

As noted in greater detail in Section G of this report, there will be an impact on the availability of outdoor play space and sports fields with each option during the time of construction. In each of the options, the construction of permanent or temporary buildings for swing space will affect the field availability for sports programs at both the Town and the High School level. Neighborhood use of parks and playgrounds and the Park and Recreation Summer Program will be impacted by the loss of field space and playgrounds. It is the goal of each concept to replicate the number of fields, playgrounds and hard court play areas that currently exist. This is accomplished with each of the concept options, with the exception of options that include additions and renovations to the existing buildings.

Several possible conceptual design options were developed and presented to the Working Group, PPBC and School Committee. These concepts were based on the Comprehensive Facilities Assessment report completed in August 2011, the Enrollment Projections prepared by the Future School Needs Committee completed in November 2011, the Educational Framework

Workshop held in February 2012, and the Goals outlined above. Through a process that involved several meetings with a Working Group and Sub Committee, four primary options were considered for further development. These options are outlined below.

**OPTION 1: Hillside & Mitchell School Solutions on Two Sites**

Two 4 section schools

or

One Larger 5 Section School at Mitchell Site &

One Smaller 3 Section School at Hillside Site

**OPTION 2: Hillside & Mitchell School Solutions on One Site**

(990 students permanently on the Mitchell School Site)

One 8 Section School

or

Two 4 Section Schools

**OPTION 3: New 6<sup>th</sup> Grade Center for 438 6<sup>th</sup> grade students & redistrict all schools**

High Rock as Elementary: 3 sections per grade school / 420 students

Newman Elementary School: 5 sections per grade / 651 students

Broadmeadow Elementary School: 4 sections per grade / 525 students

Eliot Elementary School: 3 sections per grade / 420 students

**New** Mitchell Elementary School: 5 sections per grade / 546 students

**Hillside School** would no longer be required to serve the elementary school population and could be repurposed. This would leave the Hillside community without a neighborhood elementary school.

**OPTION 4: Provide District-Wide Grade Reconfiguration**

1. Create K-4 Elementary Schools across district
2. Add Full-Day K to Each Elementary School
3. Build a New 5 / 6 School at DeFazio Park
4. Keep 7/8 Pollard School

A number of considerations were developed for each of the above concept options, and each of these options were reviewed and compared to the Values and Goals established by the PPBC and School Committee. These considerations are highlighted in the Options Review Section of this Study (see section G).

Through this study and development of the conceptual options, the PPBC and School Committee reached a consensus that the following options did not match the needs or goals of the district. Those options are:

- **Option 2:** A permanent 990 student (8 sections per grade) school does not meet the educational programming goals of the district. Two schools of 450 students each was also proposed for this site. There are many reasons that the Mitchell School site is not thought to be appropriate for 990 students. The parking, site circulation, and reduction of sports fields and open play space all added to the decision to remove this option from the list of potential options to be considered.
- **Option 3:** This option included the study of a new Grade 6 school at two potential locations: the DeFazio Park (3A.1) and the Pollard School Site (3A.2). In reviewing the Pollard School site, it was concluded that two schools on the small Pollard Middle School site increased the parking, site circulation and traffic issues that already exist at this location. Additionally, the proximity to wetlands and steep grade limited the placement of a new building, parking and drive areas.
- **Option 4:** This option proposed the reconfiguration of grades across the district, combining 5<sup>th</sup> and 6<sup>th</sup> grades in a new building to be located at DeFazio Park. It also provided full day Kindergarten through 4<sup>th</sup> grade at Newman, Broadmeadow, Mitchell, Eliot and High Rock Schools. With this option, the existing Hillside School would no longer be needed as an elementary school and could be eliminated or repurposed. The School Committee and other members of the community who were involved in the Visioning Session noted the success of the 6<sup>th</sup> Grade School, the difficulty in redistricting all students, the impact of a 5 / 6 school on DeFazio Park site and the elimination of an elementary school in or near the Hillside School district as not being consistent with the Values and Goals outlined by the Committee.

The graphics associated with the remaining concept options are included in Section G of this study.

### **The Case for Grouping Hillside and Mitchell School Projects Together**

Through the course of this Pre-Feasibility Study and the development of options, it has become clear that in order to develop a number of viable concepts to meet the needs of the school district, as well as the best interest of the students, parents and taxpayers for the Town of Needham, a future MSBA Feasibility Study should include both the Hillside and Mitchell Schools together. A few reasons for this are:

**1. Both schools are in need of significant facility improvements:**

- a. Neither school has had a significant renovation or permanent addition in over 40 years;
- b. Both schools have equipment and building components that have reached the end of their useful life and are due for replacement with some of these having an effect on the learning environment and methods for delivery (i.e. technology);
- c. Both schools are in need of significant renovations to meet current building, energy, and handicap accessibility codes.

**2. Both schools are significantly undersized:**

- a. Both schools have significant space deficiencies and are approximately 40% below current MSBA standards for the number of students currently in attendance. See summary noted above;
- b. The space deficiencies in both schools have had an effect on programming and educational delivery to the Hillside and Mitchell students.

**3. Both schools have site constraints:**

- a. Limited parking, site circulation, wetlands and steep grades limit the location for construction staging and increase existing traffic and safety issues; the ability to move students off-site during construction will mitigate some of these issues, and there is a potential for cost savings if the temporary classroom solution served both construction projects.

**4. Time and Cost Savings:**

- a. Significant time savings could be recognized by grouping these two schools together in the MSBA process and the timeline to reach equity in the facilities and educational programs available to students would be reduced. There are 5 elementary schools in Needham and each of the other three has had a major renovation or has been newly constructed in the last ten years. As noted, Hillside and Mitchell Schools have not had renovations or additions in forty years. If only one of these schools is considered for additions / renovations / or new construction, the second school may not receive facility upgrades for another ten or more years creating a gross inequity of education facilities and the ability to deliver educational program in the Needham School district;
- b. As seen in the cost models (Section H), the creation of swing space has significant cost implications to the Town as it is a cost center that is not reimbursed by MSBA. Grouping of the projects will minimize duplication for creating swing space that would otherwise have to be made available for separate and discrete projects.

## Impact on Existing Field Space and Outdoor Recreation

Each of the options noted will have an impact on the existing outdoor recreation facilities available to the Town for sports programs, playgrounds and general open play space. With the exception of options that show Additions / Renovation to the existing schools, the open space and play fields have been restored or relocated in an effort to equal the number of fields and playgrounds that currently exist. In some cases, these fields are relocated to other sites, and in other options the fields are relocated or reconstructed on the same site. In all options, there would be an impact on playing fields during the construction period unless substitute fields are constructed elsewhere. The cost of replacing these fields and playgrounds in final projects has been included in each of the options, including site-specific constraints such as retaining walls, mitigation for high water tables, addition of buildings for restrooms where required and replacing play structures where the construction will interfere with the current location of these structures or play areas. In options that call for Additions / Renovations to the Mitchell school (i.e. 1A.1), the existing playground area would be relocated to the open field space, a multiuse field and diamond would be replaced on-site and the second existing diamond would have to be relocated to another site or the existing site would need to be expanded beyond its current boundaries. The existing play fields and playground would not be available for use during the time of construction and renovation.

In the Hillside School Additions / Renovation Option (1A.1) the proposed parking expansion and extension of the drive for service access to the far end of the building would encompass the existing hardtop play area, and extend into the existing multiuse field and diamond. The completed project would include relocation of the playground area and the reconstruction of a small multiuse field and small diamond. Some of this field area would extend into the far west corner of the site which would need some mitigation due to its proximity to the wetland.

Options that consider using Cricket Field as a permanent school site will use the Hillside school site to replace the playfields and playgrounds that exist at Cricket Field as well as the Park and Recreation building that is used for storage and for the summer community programs. A small diamond, small multiuse field and playground would remain at Cricket field to be used by students during school and by the neighborhood and Park and Recreation after school hours. However, it is important to note that the Park and Recreation Commission voted to ask that the Cricket Field site not be considered for use as a school site. See the Appendix for an excerpt of the meeting minuetts from Park and Recreation meeting of June 11, 2012.

## Cost Estimates

Cost Estimates were developed to correspond with each of the conceptual options. These cost estimates include the site-specific costs of each option, such as the impact to wetlands, storm water, hazardous materials remediation, demolition of existing buildings or partial building, option-specific costs such as site-specific remediation measures (Hillside), phasing and the use of temporary modular classrooms on alternative sites. The following is a summary of the cost estimates for each of the remaining conceptual options. A more detailed breakdown for each option is provided in Section H of this study.

<b>PRELIMINARY Estimated Project Costs Summary</b>					6.26.12
<b>Hillside &amp; Mitchell Elementary Schools - Prefeasibility Study</b>					
Needham Massachusetts					
<p>The following is a summary of Estimated Project Costs developed for the Hillside and Mitchell Elementary Schools. The options developed are conceptual in nature and therefore the estimated project costs are intended to provide a preliminary order of magnitude view at the potential project costs. Project costs consist of estimated site and building construction costs, design and construction contingencies, phasing, soft costs to cover the values of the design team, owner's project manager, investigative services, etc and fixtures, furniture and technology costs. The project costs <u>presented are in current 2012 dollars and may need to be adjusted for inflation depending on future construction timeframes.</u></p>					
Options:	# Sections	Pop	Estimated Costs	Subtotals	
<b>Option 1A: Two Separate Sites with Balanced Enrollments</b>					
Option 1A.1: Mitchel ES - Additions / Renovations	4	503	\$ 37,892,000		
Hillside ES - Additions / Renovations	4	487	\$ 46,539,000	\$ 84,431,000	
Option 1A.2a: Mitchell ES - New School	4	503	\$ 39,543,000		
Hillside ES - New School (w/ temp modulars)	4	487	\$ 46,046,000	\$ 85,589,000	
Option 1A.2b: Mitchell ES - New School	4	503	\$ 39,543,000		
Hillside ES - New School (w/ Mitchell as temp c	4	487	\$ 38,416,000	\$ 77,959,000	
Option 1A.2c: Mitchell ES - New School (w/ temp modula	4	503	\$ 46,123,000		
Hillside ES - New School (w/ temp modulars)	4	487	\$ 42,406,000	\$ 88,529,000	
Option 1A.3: Mitchell ES - Additions / Renovations	4	503	\$ 35,282,000		
Cricket Field - New School (replace Hillside)	4	487	\$ 39,746,000	\$ 75,028,000	
Or Mitchell ES - New School	4	503	\$ 38,143,000		
Cricket Field - New School (replace Hillside)	4	487	\$ 39,746,000	\$ 77,889,000	
<b>Option 2: Hillside and Mitchell Schools located on One Site</b>					
990 students located on one site					
Option eliminated from consideration					
<b>Option 1B: Two Separate Sites, Resize Populations</b>					
Option 1B.1: Mitchell ES - Additions / Renovations	5	612	\$ 43,907,000		
Hillside ES - Additions / Renovations	3	378	\$ 41,094,000	\$ 85,001,000	
Option 1B.2a: Mitchell ES - New School	5	612	\$ 43,982,000		
Hillside ES - New School (w/ temp modulars)	3	378	\$ 41,551,000	\$ 85,533,000	
Option 1B.2b: Mitchell ES - New School	5	612	\$ 43,982,000		
Hillside ES - New School (w/ Mitchell as temp c	3	378	\$ 34,201,000	\$ 78,183,000	
<b>Option 3: New 6th Grade School, High Rock becomes Elementary School, New or Renovated Mitchell</b>					
Option 3A: New 6th Grade School at DeFazio Field	20	438	\$ 45,099,000		
Option 3A.1: Mitchell ES - Additions / Renovations	5	546	\$ 44,111,000	\$ 89,210,000	
Or New 6th Grade School at DeFazio Field	20	438	\$ 45,099,000		
Option 3A.1: Mitchell ES - New School	5	546	\$ 45,136,000	\$ 90,235,000	
<b>Option 4: Create K-4 Schools District-wide/Add Full Day Kindergarten</b>					
Grade reconfiguration (K-4, 5/6 school, 7/8 school)					
Option eliminated from consideration					

## Conclusion

In conclusion, there are several viable options available for the Needham School District, but no option is without significant undertaking. There is no easy and obvious solution to the difficult site constraints, overcrowding, inefficient existing buildings and sites, and no easy resolution to the loss of field use during construction phasing. Each potential site has its own set of limitations and compromises. For example, Cricket Field is currently under the jurisdiction of the Park and Recreation Commission and DeFazio is under the jurisdiction of the Board of Selectmen, therefore making either of these sites a viable school venue would require significant collaboration, agreement, and / or compromise. The conceptual design options provided herein are meant as a starting point for the Town of Needham and its citizens to begin to consider the educational programs, school facilities and recreational spaces that will begin to shape the future of Needham Public Schools. The values and goals developed here will be used as guidelines for both the facilities and the educational programing that will be considered as Needham moves forward into the next step, developing a Statement of Interest (SOI) for the MSBA.



**Board of Selectmen  
TOWN OF NEEDHAM  
AGENDA FACT SHEET**

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**MEETING DATE:** 7/10/2012

<b>Agenda Item</b>	Public Information Session – NSTAR Right of Way Vegetation Management
<b>Presenter(s)</b>	Bill Hayes, NSTAR Senior Arborist Barry J. Salvucci, NSTAR Community Relations Representative

<b>1.</b>	<b>BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED</b>		
	Mr. Hayes and Mr. Salvucci will outline for the Board and other interested parties the Utility's right of way vegetation management program and work planned in Needham this summer.		
<b>2.</b>	<b>VOTE REQUIRED BY BOARD OF SELECTMEN</b>	<b>YES</b>	<b>NO</b>
<b>3.</b>	<b>BACK UP INFORMATION ATTACHED</b>	<b>YES</b>	<b>NO</b>
	<b>(Describe backup below)</b>  a. Clear Lines, Reliable Power Courtesy Notification Card b. Public Notice c. MAP		

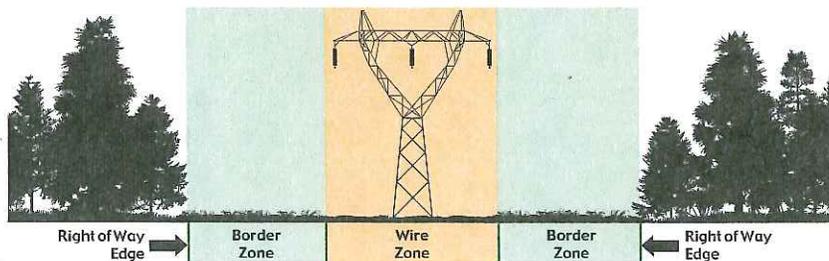
# Clear Lines, Reliable Power

## Courtesy Notification

To ensure electric service reliability and to help avoid service interruptions, NSTAR and its contractors will be conducting vegetation maintenance on its critical electric transmission right of way located nearby.

- Managing growth and removing trees near electric transmission lines helps eliminate safety hazards for the public and our employees, especially during severe storms.
- NSTAR vegetation standards require our crews and contractors to adhere to high industry standards as well as all State and Federal regulations.
- Strict Federal standards mandate utilities manage vegetation along transmission corridors to eliminate the potential for interruptions in electric service for your community as well as many other communities served by these lines.

### Right of Way (ROW)



ROW# \_\_\_\_\_ Contact: \_\_\_\_\_

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

Comments: \_\_\_\_\_

\_\_\_\_\_

[www.nstar.com](http://www.nstar.com)





TOWN OF NEEDHAM  
Town Hall  
1471 Highland Avenue  
Needham, MA 02492-2669

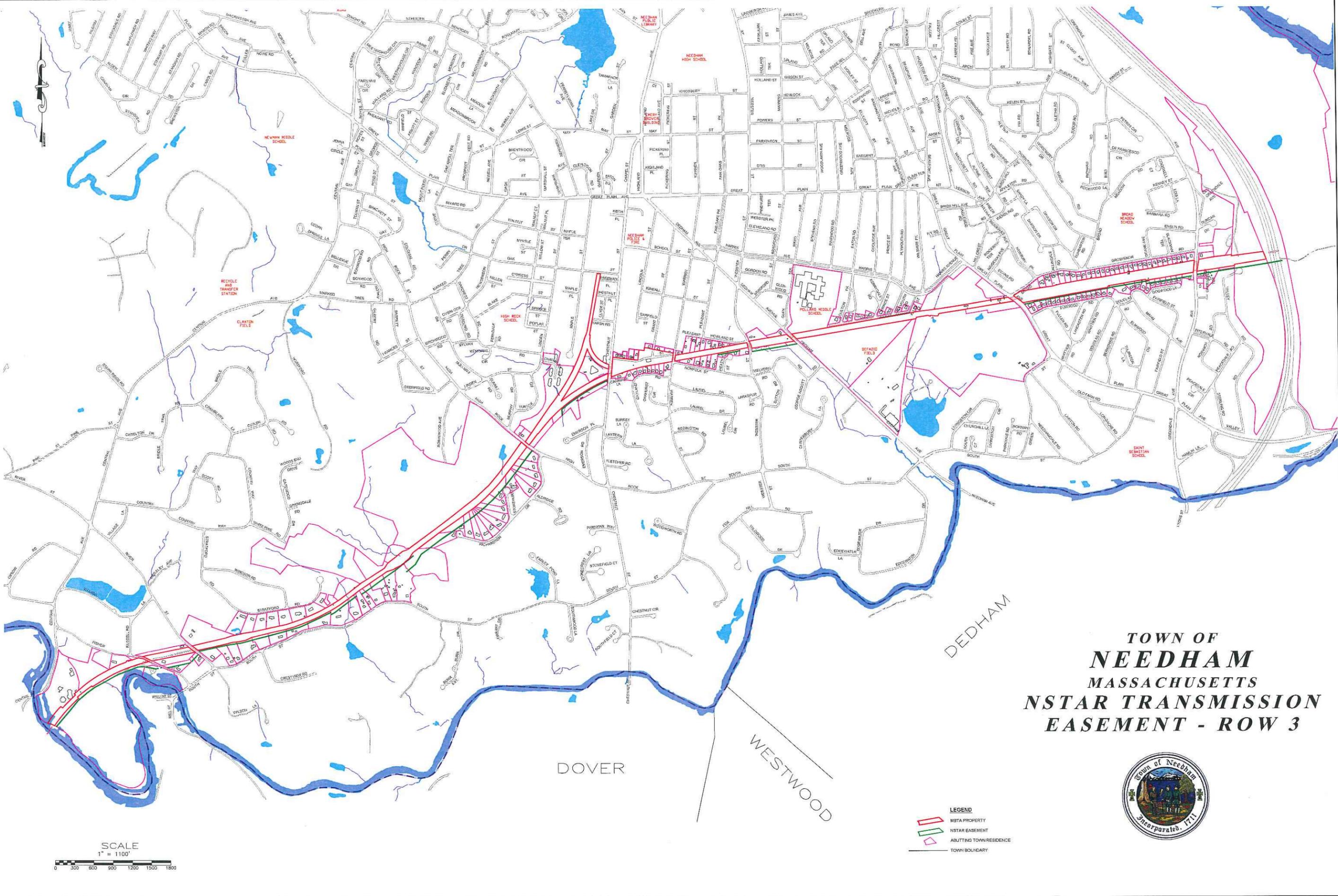
Office of the  
Board of Selectmen

TEL: (781) 455-7500  
FAX: (781) 449-4569

**Board of Selectmen to Hold Public Information Session  
Regarding NSTAR Right of Way Vegetation Maintenance Program**

The Board of Selectmen will hold a public information session at 7:45 p.m. on Tuesday, July 10, 2012 in Powers Hall located on the second floor at Town Hall. The purpose of the meeting is to allow representatives from NSTAR to outline their plans for managing growth, including the possible removal of trees, near the electric transmission lines within their Right-of-Way (ROW). NSTAR's electric transmission line in Needham generally follows the railroad tracks from the Dover line to the West Roxbury line.

Interested parties will have the opportunity to ask questions about the proposed work.



TOWN OF  
**NEEDHAM**  
MASSACHUSETTS  
**NSTAR TRANSMISSION  
EASEMENT - ROW 3**



- LEGEND**
-  META PROPERTY
  -  NSTAR EASEMENT
  -  ABUTTING TOWN RESIDENCE
  -  TOWN BOUNDARY

SCALE  
1" = 1100'  
0 300 600 900 1200 1500 1800



**Board of Selectmen  
TOWN OF NEEDHAM  
AGENDA FACT SHEET**

**MEETING DATE: 7 /10/2012**

<b>Agenda Item</b>	Sale of Alcohol for Consumption off Premises
<b>Presenter(s)</b>	Kate Fitzpatrick, Town Manager

<b>1.</b>	<b>BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED</b>		
<p>The Town Manager will discuss the timing of the ballot question for the sale of alcohol for consumption off-premises. If the Town's home rule petition is enacted in time, the Town may have the option of seeking to place the question on the November 2012 Presidential election ballot or the April, 2013 Annual Town Election ballot.</p>			
<b>2.</b>	<b>VOTE REQUIRED BY BOARD OF SELECTMEN</b>	<b>YES</b>	<b>NO</b>
<p>Suggested Motion: Contingent on approval by the Legislature and the Governor, that the Board vote to place the following question on the November 2012 Presidential election ballot: <b>OR</b> Contingent on approval by the Legislature and the Governor, that the Board vote to place the following question on the April, 2013 ballot:  "Shall the licensing authority in the town of Needham be authorized to grant licenses for both the sale of all alcoholic beverages in packages not to be drunk on the premises and the sale of wine and malt beverage in packages not to be drunk on the premises?"</p>			
<b>3.</b>	<b>BACK UP INFORMATION ATTACHED</b>	<b>YES</b>	<b>NO</b>
<p><b>(Describe backup below)</b> a. Home Rule Petition</p>			



Theodora K. Eaton, MMC  
*Town Clerk*

# TOWN OF NEEDHAM

*Office of the Town Clerk*

1471 Highland Avenue, Needham, MA 02492-0909

Telephone (781) 455-7510

Fax (781) 449-1246

Email: Teaton@needhamma.gov

## AT THE ADJOURNED ANNUAL TOWN MEETING

HELD ON WEDNESDAY, May 9, 2012

### UNDER ARTICLE 21

#### It was

**VOTED:** That the Town vote to authorize the Board of Selectmen to petition the General Court, in compliance with Clause (1), Section 8 of Article LXXXIX of the Amendments of the Constitution, to the end that legislation be adopted precisely as follows. The General Court may make clerical or editorial changes of form only to the bill, unless the Town Manager approves amendments to the bill before enactment by the General Court. The Town Manager is hereby authorized to approve amendments that shall be within the scope of the general public objectives of this petition.

AN ACT RELATIVE TO AUTHORIZING THE TOWN OF NEEDHAM TO AUTHORIZE THE SALE OF ALL ALCOHOLIC BEVERAGES NOT TO BE DRUNK ON THE PREMISES UNDER ARTICLE OF AMENDMENT XLIX.

**SECTION 1.** Notwithstanding section 11 of chapter 138 of the General Laws or any other general or special law to the contrary, the board of selectmen of the town of Needham shall cause to be placed on the ballot at a regular or special election the following question:-

"Shall the licensing authority in the town of Needham be authorized to grant licenses for both the sale of all alcoholic beverages in packages not to be drunk on the premises and the sale of wine and malt beverages in packages not to be drunk on the premises?"

Below the ballot question shall appear a fair and concise summary of the ballot question prepared by the town counsel and approved by the board of selectmen.

**SECTION 2.** If a majority of the votes cast in answer to that question is in the affirmative, the Town of Needham shall be taken to have authorized the granting of licenses for the sale of all alcoholic beverages not to be drunk on the premises and the sale of wine and malt beverages not to be drunk on the premises subject to the following:

The number of licenses shall be limited to six. Commencing on January 1, 2018 the number of licenses shall be limited to eight but at no time shall there be in effect more than six such licenses for the sale of all alcoholic beverages. The remaining licenses shall be limited to the sale of wines and malt beverages.

The licensing authority may establish the days and hours during which the license may operate.

Except as otherwise provided herein, such licenses shall be subject to the provisions of said chapter 138.

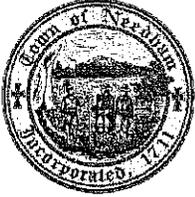
**SECTION 3.** This act shall take effect upon its passage.

YES 158

NO 59

A true copy  
ATTEST:

  
Theodora K. Eaton, MMC, Town Clerk



**Board of Selectmen  
TOWN OF NEEDHAM  
AGENDA FACT SHEET**

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**MEETING DATE:** 7/10/2012

<b>Agenda Item</b>	Transportation Infrastructure Funding
<b>Presenter(s)</b>	Board Discussion

<b>1.</b>	<b>BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED</b>		
At its meeting on June 26, 2012, the Board agreed to draft and sign a resolution relative to transportation and infrastructure funding. The Board will discuss the proposed resolution.			
<b>2.</b>	<b>VOTE REQUIRED BY BOARD OF SELECTMEN</b>	<b>YES</b>	<b>NO</b>
Suggested Motion: That the Board approve and sign the Resolution Concerning Transportation Funding in the Commonwealth.			
<b>3.</b>	<b>BACK UP INFORMATION ATTACHED</b>	<b>YES</b>	<b>NO</b>
<b>(Describe backup below)</b>  a. Proposed Resolution			

The Following Resolution was Adopted

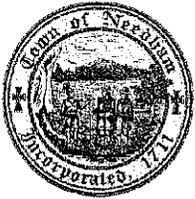
At the July 10, 2012 Meeting

Of the Needham Board of Selectmen

- Whereas** The transit, highway, road, bridge, and rail infrastructure of Eastern Massachusetts is an essential component for the economic health of the Commonwealth, and of all New England; and
- Whereas** Funding to adequately maintain transportation infrastructure under the control of the Commonwealth of Massachusetts and its authorities, and to upgrade and improve that infrastructure to meet emerging needs, has been inadequate for over a decade; and
- Whereas** Funding provided by the Commonwealth to municipalities through the Chapter 90 program, Metropolitan Planning Organization (MPO) discretionary funding, and related sources, to help maintain, upgrade, and improve local transportation infrastructure has also been inadequate during that time; and
- Whereas** The citizens of Needham and other communities have been adversely affected by the resulting deterioration of transportation infrastructure, MBTA fare increases, and reductions in MBTA services – including but not limited to Saturday service - and are likely to experience additional adverse impacts in the coming years unless the Commonwealth's regional transportation infrastructure needs are addressed on a planned and sustainable basis; and
- Whereas** Investing in transportation infrastructure is an investment in the future of our Commonwealth, our communities, and our Nation;

**Now be it hereby resolved** that the Board of Selectmen of the Town of Needham on behalf of the citizens of this community, call upon the Governor and the Legislature to address the structural operating and capital maintenance issues negatively affecting transportation operations and infrastructure throughout Massachusetts, and

**Be it further resolved** that the Board of Selectmen of the Town of Needham on behalf of the citizens of this community call upon the Governor and the Legislature to devise and implement a permanent and sustainable plan to invest in maintenance and operation of the transportation infrastructure of this state; so that infrastructure may meet local and regional transportation needs, act as a catalyst for economic development, support our stewardship of the environment, and promote the health and well being of all citizens of the Commonwealth of Massachusetts.



**Board of Selectmen  
TOWN OF NEEDHAM  
AGENDA FACT SHEET**

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**MEETING DATE: 7/10/2012**

<b>Agenda Item</b>	Polling Locations
<b>Presenter(s)</b>	Board Discussion

<b>1.</b>	<b>BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED</b>		
The Board will continue its discussion of polling locations.			
<b>2.</b>	<b>VOTE REQUIRED BY BOARD OF SELECTMEN</b>	<b>YES</b>	<b>NO</b>
Suggested Motion: That the Board vote to request that the Town Manager evaluate the number of precinct voting locations which can be accommodated at each available town-owned building.			
<b>3.</b>	<b>BACK UP INFORMATION ATTACHED</b>	<b>YES</b>	<b>NO</b>
<b>(Describe backup below)</b>			
a. Memo to the Board of Selectmen from Dan Matthews dated June 22, 2012			

BOS  
→ 147

To: Board of Selectmen  
From: Dan Matthews   
cc: Town Manager, Town Clerk, Superintendent of Schools  
Re: Voting Locations  
Date: June 22, 2012

This is to request that the Town Manager evaluate the number of precinct voting locations which can be accommodated at each available town-owned building. The Town Manager should consult with the Town Clerk, Superintendent of Schools, and affected departments in this process.

This evaluation should be done without regard to current polling location assignments, and should include facilities not currently used for voting, including Town Hall, Needham High School, and the new Senior Center.

Considerations should include: available space, voter convenience and accessibility, traffic and parking, and issues affecting other activities at that facility, and may include other matters. The benchmark voter turnout for these estimates should be a high-participation general election.

The town generally reconfigured its voting places about 30 years ago. Since that time, a number of circumstances and factors have changed, including the boundaries of the precincts themselves (see 1981 and 2012 maps attached). With several polls scheduled to be relocated for the 2014 election, it would be helpful to have this information.



**PRECINCT DIVISIONS FOR THE  
TOWN OF  
NEEDHAM, MASS.  
EFFECTIVE DECEMBER 31, 1964**

**POLLING PLACES ●**

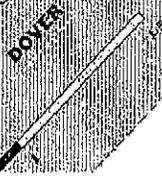
- PRECINCT A — Hillside School, 28 Glen Gary Road
- PRECINCT B — Hillside School, 28 Glen Gary Road
- PRECINCT C — Newman Jr. High, 1155 Central Avenue
- PRECINCT D — High Rock School, 77 Fernside Road
- PRECINCT E — Rollard Jr. High, 200 Harris Avenue
- PRECINCT F — Stephen Palmer Community Room, 83 Pickering Street
- PRECINCT G — Broad Meadow School, 120 Broad Meadow Road
- PRECINCT H — Broad Meadow School, 120 Broad Meadow Road
- PRECINCT I — Mitchell School, 187 Brookline Street
- PRECINCT J — Mitchell School, 187 Brookline Street

Revised OCTOBER, 1961



Legend

Polling Locations  
● Polling Station  
○ Polling Station  
□ Polling Station  
△ Polling Station





**Board of Selectmen  
TOWN OF NEEDHAM  
AGENDA FACT SHEET**

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**MEETING DATE: 7/10/2012**

<b>Agenda Item</b>	Adopt FY2013 – FY2014 Goals
<b>Presenter(s)</b>	Board Discussion

<b>1.</b>	<b>BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED</b>		
The Board will vote to adopt a set of goals for FY2013 – Fy2014.			
<b>2.</b>	<b>VOTE REQUIRED BY BOARD OF SELECTMEN</b>	<b>YES</b>	<b>NO</b>
Suggested Motion: that the Board vote to adopt its goals for FY2013 – FY2014 as shown on the attached document.			
<b>3.</b>	<b>BACK UP INFORMATION ATTACHED</b>	<b>YES</b>	<b>NO</b>
<b>(Describe backup below)</b>			
a. FY2013 – FY2014 Board of Selectmen Proposed Goals			

**FY2013-FY2014 Board of Selectmen Goals**  
**Adopted July 10, 2012**

**1. Maximize the use of Town assets and ensure that Town and School services are housed in buildings that provide suitable and effective environments.**

**Continuing Strategies**

- a. Monitor construction of Senior Center with expected opening in fall, 2013
- b. Update the Facility Master Plan, including renovation or replacement of the Hillside and Mitchell Schools, identification of office space for School Administration, and determining appropriate reuse, if any, of the Stephen Palmer Senior Ctr. Emery Grover and the Ridge Hill buildings.\*

**New initiatives**

- a. Evaluate and make changes as necessary to polling locations.
- b. Improve the DPW Complex beginning with the construction of garage bays.
- c. Redevelop 59 Lincoln Street and 89 School Street for additional parking to support public safety operations.

**2. Continue efforts to maintain and improve the vitality and economic success of the Town.**

**Continuing Strategies**

- a. Further review the Needham Center Zoning\*
- b. Expand the amount and accessibility of surface parking in Needham Center, including restructuring the permit parking system, in Needham Center, evaluating "buddy parking," and reconfiguring the Lincoln Street lot with the acquisition of 37-39 Lincoln Street.
- c. Improve the Needham Center streetscape and infrastructure including traffic signals.
- d. Develop regulations for the retail sale of alcoholic beverages in Needham prior to submitting a ballot question.
- e. Improve the streetscape and infrastructure of the NEBC.
- f. Complete the preferred renovation of Highland Avenue from Webster Street to the Charles River (State highway).
- g. Monitor implications of the add-a-lane project and assure that Needham's interests are addressed in the final design.
- h. Develop a consensus with Newton regarding transportation options along the Highland Avenue/Needham Street corridor.

**New Initiatives**

- a. Review the Town's sign by-law\*
- b. Review the Town's by-laws relative to outdoor displays, furniture, etc.
- d. Evaluate options, including incentives, to address the issue of empty storefronts in Needham Center
- e. Evaluate the need to develop a formal protocol for mobile food vendors.
- f. Encourage a review of the thresholds for site plan and special permit review, particularly in the downtown.

**3. Continue working toward energy efficient and environmentally sound operations for both the Town and its residents and businesses.**

**Continuing Strategies**

- a. Complete fleet inventory and develop a policy for purchasing fuel efficient vehicles
- b. Evaluate the generation of power through alternative or renewable energy sources, including solar power.
- c. Review and revise as necessary the Integrated Pest Management Policy.

### **New Initiatives**

- a. Adopt a plan based on EMG's, study for improving energy efficiency in town buildings.

## **4. Maintain and develop amenities that contribute to the desirability of Needham as a place to live and work.**

### **Continuing Strategies**

- a. Replace the Greene's Field play structure.
- b. Develop a shared use recreational rail trail from Needham Junction to the Dover line.
- c. Evaluate the future of Rosemary Pool and its site, in cooperation with the Park and Recreation Commission.\*
- d. Evaluate the impact of broadening the historical demolition delay By-law.
- e. Review and make recommendations, as necessary, relative to the creation of an off-leash dog area in Needham.

### **New Initiatives**

- a. Evaluate user fees and field maintenance fees in cooperation with the Park and Recreation Commission.\*
- b. Work with the Planning Board on re-evaluation of zoning provisions relating to residential construction.\*
- c. Develop a plan for recreation and open space improvements if proposed changes to the Community Preservation Act are approved.\*
- d. Develop a strategic plan for property acquisition including the financial impact and financial options.
- e. Oversee final cost certification of Charles River Landing project, participate in development of 40B guidelines, evaluate and make recommendations relative to 40B project proposals, review existing affordable housing units and ensure compliance with applicable laws and regulations.
- f. Evaluate and make recommendations, as necessary, relative to the future use of the NIKE site.\*
- g. Evaluate the need to regulate services offered in day spas.
- h. Implement amended hunting regulations.

## **5. Maintain and enhance the Town's Financial Sustainability**

### **New Initiatives**

- a. Review and amend as necessary the specialized stabilization policies; formalize fund targets.
- b. Review and amend as necessary the debt management policy with emphasis on the appropriate use of tax-levy supported ("3%") debt.
- c. Create a super committee to evaluate and make recommendations relative to the financial sustainability of the RTS.
- d. Implement a new financial software system for Town and School operations.
- e. Review current approaches to financing school playgrounds.

## **6. Evaluate Town Operations and Administration.**

- a. Evaluate Open Meeting Attendance/Remote Participation Options
- b. Evaluate and Update the Town's Website to enhance the level of customer service

\* The subject matter of this goal may involve significant responsibilities of another board in addition to responsibilities of the Board of Selectmen.



**Board of Selectmen  
TOWN OF NEEDHAM  
AGENDA FACT SHEET**

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**MEETING DATE: 7/10/2012**

<b>Agenda Item</b>	Committee Reports
<b>Presenter(s)</b>	Board Discussion

<b>1.</b>	<b>BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED</b>		
	<i>Board members will report on the progress and / or activities of their Committee assignments. An update on Minuteman High School will be discussed.</i>		
<b>2.</b>	<b>VOTE REQUIRED BY BOARD OF SELECTMEN</b>	<b>YES</b>	<b>NO</b>
<b>3.</b>	<b>BACK UP INFORMATION ATTACHED</b>	<b>YES</b>	<b>NO</b>
	<b>(Describe backup below)</b>		

Town of Needham  
Water Sewer Billing System  
Adjustment Form

DEPARTMENT OF PUBLIC WORKS

TO: TOWN TREASURER AND COLLECTOR  
cc: TOWN ACCOUNTANT, WATER AND SEWER SUPERINTENDENT

WHEREAS the appropriate divisions of the Department of Public Works have submitted to you the following commitment(s) on the dates listed below for the collection of water, sewer revenue and

WHEREAS certain inadvertent error(s) were made in said commitment(s), it is hereby requested that you abate these particular account(s) in the amount(s) stated below.

Water Sales:	\$0.00
Water Irrigation:	\$612.66
Water Admin Fees	\$0.00
Sewer Sales:	\$0.00
Transfer Station Charges:	\$0.00
Total Abatement:	\$612.66

Order #: 1143

Read and Approved: 6/28/2012

  
Assistant Director of Public Works

  
Director of Public Works

For the Board of Selectmen

Date: 7/10/2012

Town of Needham  
Water Sewer Billing System  
Adjustment Form

Prepared By:	Last Name	First Name	Customer ID#	Location ID#	Street Number	Street Name	Irrigation Water	Domestic Water	Sewer	Total	Reason	Corrected Last Read Y/N
JO	CONDOS	GREENDALE COMMONS	25185	24030	12-22	GREENDALE AVE	\$612.66	\$0.00	\$0.00	\$612.66	BP	Y

**Total:** \$612.66

ALSO, LET THIS SERVE AS AUTHORIZATION TO ABATE ANY PENALTY OR INTEREST WHICH HAS ACCRUED DUE TO THE NON-PAYMENT OF AMOUNTS AS STATED ABOVE.

**Legend:**  
 O.I. = O.I. reading slower than inside meter causing large bill when inside meter is read.  
 Leak = Leak in house or at spigot that caused loss of water, with proof of repair  
 TWN = Town Project caused damage to private property  
 Equip = Equipment Malfunction  
 UEW = Unexplained water loss  
 ACC = Accidental Water Loss  
 BP = Billing Period beyond 100 days

**Town of Needham  
Board of Selectmen  
Minutes for June 26, 2012  
Needham Town Hall**

6:45 p.m. Informal Meeting with Citizens:  
Sue Owen, representative of the group “Save Cricket Field”, asked the Board if there is any particular action that the group should be taking. There are currently 15 core members and 100 additional members who want to keep the momentum moving forward towards having Cricket Field removed from the list of potential sites for the new Hillside School. Ms. Owen was advised by Mr. Handel to let the process play itself out. Mr. Bulian stated that the School Committee has a difficult task ahead and advised the group to tone down their approach, but stay vigilant to the process and to work with the Chair of the School Committee. Mr. Wasserman stated that the School Committee must vet all options before going to the MSBA.

7:00 p.m. Call to Order:  
A meeting of the Board of Selectmen was convened by Chairman Gerald A. Wasserman. Those present were Daniel P. Matthews, John A. Bulian, Maurice P. Handel, Matthew D. Borrelli, Town Manager Kate Fitzpatrick, and Recording Secretary Sandy Cincotta.

7:00 p.m. Public Hearing – Verizon and NSTAR Petition for Damon Road:  
Ellen Joy, Verizon representative, appeared before the Board requesting permission to install one pole on the northeasterly side of Damon Road, Needham. This work is necessary in order to reduce the span between poles 1 and 2 bringing cables that are low to proper height.

Mr. Borrelli asked if the pole was a double pole. Ms. Joy responded that it is not, it is a new pole.

**Motion by Mr. Bulian that the Board of Selectmen approve and sign petition from Verizon and NSTAR to install one pole on the northeasterly side of Damon Road, Needham. This work is necessary in order to reduce the span between poles 1 and 2 bringing cables that are low to proper height.  
Second: Mr. Handel. Unanimously approved 5-0.**

Consent Agenda:

**Motion by Mr. Bulian that the Board of Selectmen vote to accept the Consent Agenda and Appointments as presented.**

**APPOINTMENTS**

1.	RTS Ad Hoc Super Committee	Richard Zimbone (term expires 12/31/12) Steve Rosenstock (term expires 12/31/12)
2.	Council on Aging	Ed Cosgrove (term expires 6/30/2014)

3.	New Years Needham Committee	Arthur Crocker (term expires 6/30/13) Kimberly McCollum (term expires 6/30/13) Louise Miller (term expires 6/30/13) Helen Newton (term expires 6/30/13) (Rabbi) Richard Nichol (term expires 6/30/13) Jonathan Yellin (term expires 6/30/13)
4.	Historical Commission	Jonathan Yellin (term expires 6/30/14)
5.	Design Review Board	Arthur Crocker – Alternate (term expires 6/30/14)
6.	Conservation Commission	Stephen Farr (term expires 6/30/2015)
7.	Regional Transportation Advisory Council	David Montgomery (term expires 6/30/13)

### CONSENT AGENDA

1.	In accordance with Section 20B (5) of the Town Charter, and upon the recommendation of the Town Manager and the Personnel Board, adopt a classification and compensation plan for fiscal year 2013.
2.	Accept \$525 donation made to the Needham Health Department's Coalition for Suicide Prevention from the Veterans of Foreign Wars. The money was raised at the Scotty Cusick Memorial Golf Tournament.
3.	Approve request from the Public Health Department for a 20(b) exemption to allow Dawn O'Halloran and Catherine Murray, Kindergarten After School Program employee and Broadmeadow School Cafeteria Worker respectively, to work as packer/drivers for the summer Traveling Meals Program; and allow Nancy Milliken, Eliot School Kitchen Manager, to work as a back-up packer/driver for the summer Traveling Meals program. Disclosure statements for each staff member are on file with the Town Clerk's office.
4.	Approve a Special One Day Wines & Malt Beverages Only license from Kathryn Lozano of the Charles River YMCA to hold a "Friends of the Y" event on Thursday, July 5, 2012 from 6:30 p.m. to 7:30 p.m. at the Charles River YMCA, 863 Great Plain Avenue, Needham.
5.	Approve minutes from May 16, 2012, May 22, 2012, June 12, 2012 and Executive Session minutes from June 12, 2012.
6.	Accept grant in the amount of \$5,500 made to the Newman Playground-A Cause for Play from Omni Spin Spinner/accessible playground equipment that was voted on and approved by the Needham Commission on Disabilities.
7.	Accept the following donations made to the Needham Health Department's Domestic Violence Action Committee fund: \$100 from Copley Motorcars Corporation; \$100 from Bird's Hill Pharmacy; \$25 from Lynne R. Weinstein; \$10 from Amy Sharff; \$50 from The Marin

Family; \$10 from Colin Coleman; and \$10 from Lois Duffy.					
8. Grant permission for the following residents to hold a block party:					
Name	Address	Party Location	Date	Rain Date	Time
Beth McCarthy	19 Davenport Road	Mills Road/Davenport Rd	8/18/2012		3-11PM

**Second: Mr. Handel. Unanimously approved 5-0.**

7:05 p.m.

Salt Shed Feasibility Study Update:

Rick Merson, Director of the Department of Public Works, James Fair, Weston and Sampson, Hank Haff, Project Manager and George Kent, Chair, Permanent Public Building Committee appeared before the Board to provide an update on the Salt Shed Feasibility Study. Mr. Fair showed a PowerPoint presentation that provided an overview of how the present design was created. Four possible sites within the Transfer Facility were reviewed and the “Seam Site” was selected based on a lower cost and that it would be more efficient to build. The initial project specification called for an initial budget of \$2.3M, storage of about 5,000 tons of salt, 10,800 SF of canopy area and a 800 SF operations building. At the April 30, 2012 PPBC meeting, Weston and Sampson was charged with identifying a core program that would fit within a \$1.5M budget. Mr. Fair said that the revised project would store 3,500 tons of salt, the canopy area would be reduced to 2,400 SF and the operations building would be removed from the project. The canopy would be listed as Bid Alternative Number 1. Test pits were performed on May 24 and boring tests were conducted on June 5<sup>th</sup>. Testing indicates that there will likely be additional environmental costs.

Mr. Fair explained that more tests would be required before the range of environmental costs could be tightened. Mr. Richard Merson, Director of the Department of Public Works stated that the cost of salt stays the same, regardless of how much is purchased each time and that the capacity of the new salt shed, while reduced from the initial project request is still greater than the current capacity of 1,200 tons.

Mr. Wasserman and Mr. Borrelli inquired about the location within the RTS and if future traffic pattern changes would interfere with operations. Mr. Merson answered that there is very little traffic that would travel to this area on a daily basis and the location would not be problematic for future traffic pattern changes.

Mr. Wasserman thanked the presenters for the update and stated that the Board looked forward to future updates.

7:30 p.m. Kate Fitzpatrick, Town Manager, appeared before the Board with 4 items to discuss:

Set Special Town Meeting Date

Ms. Fitzpatrick appeared before the Board to request that the Board call for a Special Town Meeting for October 29, 2012, due to fall holidays and activities.

Mr. Matthews made a motion to add “with a recommendation that the second night, if needed, be Tuesday, October 30<sup>th</sup>, due to scheduling conflicts”.

**Motion by Mr. Bulian that the Board call for a Special Town Meeting to be held on Monday, October 29, 2012, with a recommendation that the second night, if needed, be held Tuesday, October 30<sup>th</sup>, due to scheduling difficulties. Second: Mr. Handel. Unanimously approved 5-0.**

7:35 p.m. Abatement of Ambulance Bills and Police Details and Revised Abatement Policy  
Ms. Fitzpatrick, David Davison, Assistant Town Manager/Finance and Evelyn Poness, Town Treasurer/Collector appeared before the Board to present a list of dated police detail and ambulance receivables that are uncollectable for various reasons. The largest category is contractual allowances – this is the amount that the Town is not allowed to collect for contractual and regulatory reasons. Mr. Davison explained changes that would be included in a revised Town Write Off of Charges policy that would allow the Town to more efficiently address the Independent Auditor management comments.

Mr. Borrelli inquired about the Town’s ability to deny new permits if there are outstanding collections due to the Town. Mr. Davison said that for any amount more than one year overdue, the Town can prevent further permits. He further commented that we are still in the process of finalizing the procedure. Mr. Borrelli asked if the Town had considered outsourcing the task of tracking down the “unable to locate” receivables. Mr. Davison responded that these private agencies add on extra fees in order to collect a percentage of the money collected. He also informed the Board that the Town has just gone through the process of selecting an outside vendor to provide ambulance billing and collections.

Mr. Bulian made the following motions:

**Moved that the Board approve the recommendation to abate outstanding ambulance charges billed during the period of January 1, 2007 and December 31, 2010 totaling \$691,616.82 in accordance with the attached schedule in the amounts for the identified reasons.**

**That the Board approve the recommendation to write-off outstanding police detail receivables billed prior to January 2012 and deemed uncollectible or billed in error, in the amount of \$86,596.31.**

**That the Board approve the revised policy to Finance 2003-001, Write Off of Charges renamed Abatement and Write-Off of Committed Departmental Receivables, and authorize the Chair of the Board to sign attesting to the adoption of the policy.**

**Second: Mr. Handel. Unanimously approved 5-0.**

St. Mary Street Non-Exclusive Permanent Easement/MWRA

Ms. Fitzpatrick explained to the Board that the November 2, 2009 Special Town Meeting approved an easement between the Town and the Massachusetts Water Resources Authority (MWRA) to allow the MWRA to maintain water pipes and controls connecting its existing water distribution system to the Town's water distribution system. The easement is located on Town property at the St. Mary Street pumping station. The signing of the easement is the last step in the process.

**Motion by Mr. Handel that the Board vote to approve and sign the Non-Exclusive Permanent Easement to the Massachusetts Water Resources Authority.**

**Second: Mr. Bulian. Unanimously approved 5-0.**

School Use Fees

Ms. Fitzpatrick outlined for the Board the updated School Use Regulations and proposed fee schedule. She explained to the Board that fees had not been updated since 2004, except for custodial fees. A comparison survey with surrounding communities indicated that fees were out of line in some areas, and that the proposed fee increases were modest.

Mr. Wasserman asked if there was a discount for Priority 1 groups (e.g. Boosters, PTC's, organizations that helped to raise money for the schools). Ms. Fitzpatrick responded that there was no discount in place. Mr. Wasserman commented that this is an issue that should perhaps be discussed in the future.

**Motion by Mr. Matthews that the Board vote to adopt a fee schedule for use of School Facilities as follows:**

<u>Category</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
Full-size Gyms	\$10 per hour	\$13 per hour
Small Gyms	\$10 per hour	\$11 per hour
Auditorium	\$100 per day	\$100 per day
Cafeteria	\$100 per day	\$100 per day
Lecture Hall	\$10 per hour	\$10 per hour
Media Center	\$10 per hour	\$10 per hour
Parking Lot	Reserved	Reserved

**Note: Multi-week auditorium rentals are charged \$1 per ticket or the daily use charge for performances only, whichever is higher.**

**Second: Mr. Bulian. Unanimously approved 5-0.**

7:50 p.m.

Board Discussion

Transportation Infrastructure Funding

The Board invited Richard Creem, Chair of the Transportation Committee and Needham's representative to the MBTA Advisory Board, to join the Board for this discussion. Mr. Creem provided an update to the Board. In May, the MBTA Advisory Board reluctantly approved the MBTA's \$1.7B budget for FY2013, which included fare increases and service reductions – subject to his amendment declaring it to be the position of the Advisory Board that service reductions as a means of balancing the MBTA's budget are unacceptable. Mr. Creem stated that at best the budget is a one-year fix and, absent substantial structural changes and a permanent solution, the Town will face another painful round of fare increases and service reductions a year from now. The MBTA Advisory Board is recommending that each of its 175 community members adopt a resolution calling upon the General Court to develop a comprehensive, multi-faceted and sustainable solution to financing eastern Massachusetts transportation infrastructure and operating needs, both highway and public transportation. Mr. Creem concluded his update by requesting that the Board reserve an article in the Special Town Meeting warrant for this resolution.

After a discussion of projected ridership decreases, fare increases and ticket surcharges, the Board entered into a discussion about whether or not this proposed resolution was a matter for Town Meeting to take up, or if it was a matter for the Board of Selectmen.

Mr. Matthews suggested that the Board adopt the resolution. Mr. Wasserman suggested that Mr. Matthews and the Town Manager work on crafting a resolution that would be presented for a vote at the next meeting of the Board of Selectmen. The Board agreed.

Polling Locations

The Board discussed the request of the Needham Public Schools to relocate the polling location for Precincts A and B from the Hillside School, and the need to relocate the polling location for Precinct F once the Senior Center at Stephen Palmer is no longer in operation. The polling location for precincts C and D are proposed to relocate from High Rock back to Newman School once the construction is complete.

**Mr. Matthews made a motion for the Board vote to authorize the Town Manager to evaluate the number of precinct voting locations which can be accommodated at each available town-owned building.**

**Second: Mr. Handel.**

After a discussion about the timing of this task and the future impact of two new town-owned buildings, the Board agreed that it would wait until its next meeting

in July to vote on the motion. Mr. Matthews subsequently withdrew his motion until the next meeting.

#### FY2013-2014 Goals

The Board discussed the revised draft goals for FY2013-2014. The Board agreed that it liked the revised format separating Continuing Strategies and New Initiatives. The Board will vote on the Goals at its next meeting.

#### 2. Committee Reports

**Mr. Matthews made a motion to increase the official number of members on the New Years Needham committee to 11. He stated that the Committee may need to increase its membership by two after its first meeting. Because this is a time sensitive Committee, he did not want to cause any delay in its ability to move forward with its planning.**

**Second: Mr. Bulian. Unanimously approved 5-0.**

Mr. Wasserman updated the Board on the Minuteman Building Committee. He stated there has been some misinformation circulating that he wanted to clarify. The feasibility study includes enrollment as high as 800 and as low as supports only member-town students. The Capital Funding issue is still being discussed, nothing has been decided. The vote will be extended to all member towns. Mr. Wasserman further commented on the decision process for deciding how large the school should be. The law does not allow non-member towns to participate in capital costs. A meeting has been arranged with the Lt. Governor and Treasurer to talk about the State (MSBA) paying for the non-member capital costs. Mr. Wasserman explained that all of these issues need to be resolved over the next year.

8:40 p.m.

Executive Session (Exception 3 & 6)

**Motion by Mr. Handel that the Board of Selectmen vote to enter into Executive Session.**

**Exception 3 – To discuss strategy with respect to collective bargaining or litigation, if an open meeting may have a detrimental effect on the bargaining or litigation position of the public body and the chair so declares; and**

**Exception 6 – To consider the purchase, exchange, lease, or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. Not to return to open session prior to adjournment.**

**Second: Mr. Bulian. Mr. Wasserman polled the Board. Unanimously approved 5-0.**

**(The meeting adjourned at 9:15 p.m.)**

A list of all documents used at this Board of Selectmen meeting are available at:  
<http://www.needham.gov/Archive.aspx?AMID=99&Type=&ADID=>

CONTRACTUAL ADJUSTMENTS FISCAL YEAR 2009 THROUGH MAY, 2012

As of June 22, 2012

Month	Patient	Blue Shield	Welfare	Workers Comp	Legal	Private Insurance	Medicare	Tufts Senior	Other	Total
July, 2008	634.00	2,256.17	941.50			188.55	5,258.72	608.92		9,887.86
August	847.11	1,368.21	1,677.54			382.44	2,495.18	765.85		7,536.33
September	761.00	2,127.14	2,310.58			1,278.26	3,824.18	1,313.25	16.72	11,631.13
October	520.00	2,809.00				869.81	3,616.91	239.32		7,755.04
November		3,250.97	874.15			560.16	4,196.91	823.28		9,706.47
December	1,016.18	3,578.23				1,279.05	6,533.79	1,277.46		13,684.71
January, 2009	1,141.41	2,094.76	4,717.03	533.92		808.94	4,390.68	247.02		13,923.76
February	1,966.86	2,654.76	238.73			521.57	3,890.84	(26.38)		9,246.38
March	3,704.54	3,821.31	2,857.12	792.70		3,148.28	6,968.01	1,788.37		23,080.33
April	150.88	1,712.79	980.00			571.31	3,540.52	87.52		7,043.02
May	1,623.76	4,164.08	858.32	800.68		2,658.70	10,780.30	1,885.63		22,771.47
June		8,820.48	1,270.88	665.47		3,400.39	3,251.47	2,472.93		19,881.62
<b>Fiscal Year 2009 Total</b>	<b>12,365.74</b>	<b>38,347.90</b>	<b>16,725.85</b>	<b>2,792.77</b>	<b>0.00</b>	<b>15,667.46</b>	<b>58,747.51</b>	<b>11,483.17</b>	<b>16.72</b>	<b>156,147.12</b>
July, 2009	(799.83)	1,460.96	1,956.97	738.00	45.00	1,133.43	4,967.66	1,048.89	154.00	10,705.08
August	89.92	6,313.97	1,707.77	550.74		78.01	5,319.66	494.87		14,554.94
September	301.22	2,489.72	1,325.65	313.99		888.39	3,056.10	647.31	60.50	9,082.88
October	156.21	4,694.08	694.84			1,404.06	6,888.44	1,587.66		15,425.29
November	4.37	1,280.88	1,054.52			1,372.27	3,574.89	261.81		7,548.74
December	691.92	2,301.76	1,124.51	1,236.82		545.80	3,551.94	297.80		9,750.55
January, 2010	451.48	3,761.63	663.51	287.87		1,006.86	4,372.47	410.86	128.00	11,082.68
February		1,838.20	588.57			35.23	2,369.46	592.18		5,423.64
March	906.76	5,711.92	2,366.31	287.87		1,493.16	12,655.41	1,363.79	59.00	24,844.22
April	100.35	5,904.37	1,483.62	314.01	(7.00)	3,033.97	9,034.03	1,511.15		21,381.50
May	161.53	2,394.71	637.41			1,794.75	7,942.50	628.89		13,552.79
June		2,575.65	354.34	287.87		1,487.81	5,722.47	828.94	362.50	11,619.58
<b>Fiscal Year 2010 Total</b>	<b>2,063.93</b>	<b>40,727.85</b>	<b>13,958.02</b>	<b>4,017.17</b>	<b>38.00</b>	<b>14,273.74</b>	<b>69,455.03</b>	<b>9,674.15</b>	<b>764.00</b>	<b>154,971.89</b>
July, 2010	984.85	3,034.60	3,525.51			1,341.38	7,015.34	55.92		15,957.60
August	952.48	2,166.08	10,780.72	749.72		309.41	5,499.64	804.90	166.50	21,449.45
September	347.04	5,505.78	2,848.81	175.95		1,956.21	6,251.01	441.85	129.50	17,656.15
October	4,070.14	4,436.08	3,733.68	287.87	287.87	2,198.68	9,031.89	2,049.44	234.00	26,329.65
November	594.72	410.68	427.92	287.87		1,389.42	1,654.23	149.28	93.86	5,007.98
December	115.89	1,993.79	558.41			671.91	1,693.63	206.61		5,240.24
January, 2011		1,184.61	100.56			286.87	3,128.34	347.95		5,048.33
February	1,113.36	4,017.36	2,249.15	382.48		2,176.66	15,732.70	2,450.70	371.00	28,493.41
March	551.77	3,464.94	5,494.37			2,114.39	5,913.30	1,466.58	133.00	19,138.35
April	184.42	2,328.56	917.71	575.74	26.00	2,428.74	10,670.02	2,000.26	196.50	19,327.95
May	411.68	3,909.68	2,934.59	326.21		1,894.72	5,887.78	1,458.84	50.00	16,547.29
June	(34.51)	3,769.80	1,775.06			1,325.43	8,771.74	1,409.06	229.00	17,571.79
<b>Fiscal Year 2011 Total</b>	<b>9,291.84</b>	<b>36,241.96</b>	<b>35,346.49</b>	<b>2,785.84</b>	<b>313.87</b>	<b>18,093.82</b>	<b>81,249.62</b>	<b>12,841.39</b>	<b>1,603.36</b>	<b>197,768.19</b>

CONTRACTUAL ADJUSTMENTS FISCAL YEAR 2009 THROUGH MAY, 2012

As of June 22, 2012

Month	Patient	Blue Shield	Welfare	Workers Comp	Legal	Private Insurance	Medicare	Tufts Senior	Other	Total
July, 2011	157.68	2,267.78	3,686.99			1,304.38	6,452.22	940.98	161.50	14,971.53
August	1,312.46	2,145.40	828.17	287.87		2,288.07	7,161.61	737.03	229.50	14,990.11
September	862.53	3,081.72	1,355.13			1,718.30	5,869.31	2,109.07	269.50	15,265.56
October	12.83	1,885.37	1,090.60	587.81		820.54	6,497.58	2,154.86		13,049.59
November	379.53	3,406.72	3,817.93	299.94		2,043.19	7,322.97	1,324.00	178.90	18,773.18
December	621.29	2,259.96	387.70			2,054.61	4,493.59	1,476.40		11,293.55
January, 2012	1,412.42	2,655.80	3,952.96			704.43	8,420.99	931.02		18,077.62
February	482.81	4,306.28	1,550.62			1,441.16	5,844.51	1,376.14	219.50	15,221.02
March	958.91	2,658.68	2,298.78	287.87		1,739.81	11,866.25	393.32		20,203.62
April	856.07	1,883.40	1,476.78			1,329.04	9,836.52	1,514.38	365.50	17,261.69
May	491.42	2,215.12		575.74		1,908.13	479.72	525.65		6,195.78
June										0.00
<b>Fiscal Year 2012 Total</b>	<b>7,547.95</b>	<b>28,766.23</b>	<b>20,445.66</b>	<b>2,039.23</b>	<b>0.00</b>	<b>17,351.66</b>	<b>74,245.27</b>	<b>13,482.85</b>	<b>1,424.40</b>	<b>165,303.25</b>
<b>Other Amounts to be Written-Off</b>										<b>17,426.37</b>
<b>Grand Totals</b>	<b>31,269.46</b>	<b>144,083.94</b>	<b>86,476.02</b>	<b>11,635.01</b>	<b>351.87</b>	<b>65,386.68</b>	<b>283,697.43</b>	<b>47,481.56</b>	<b>3,808.48</b>	<b>691,616.82</b>

POLICE DETAILS  
 COLLECTOR OF TAXES  
 PREPARED 6/22/2012

CUST # TP NAME	FISCAL YEAR	BASE DETAIL	ADMIN FEES	PENALTY INTEREST	TOTAL	REASON FOR ABATEMENT
13517 ESM Corporation	2000	120.00			120.00	Unable to locate
13128 LoRusso Corporation		1,816.00	33.00	0.38	1,849.38	Unenforceable
13717 Merkert Enterprises		120.00			120.00	No longer an independent Co.
14148 Mike Wodeyla		170.00			170.00	unenforceable
<b>Total Fiscal Year 2000</b>		<b>2,226.00</b>	<b>33.00</b>	<b>0.38</b>	<b>2,259.38</b>	
14925 American Jewish Committee	2001	324.00			324.00	Letter returned addressee unknown
14820 Amtrack		516.50			516.50	Unenforceable
14772 DeLorenzo Constructions		120.00		2.98	122.98	Unenforceable
14477 Northeast Line Construction Corp		1,800.00			1,800.00	Unenforceable
14656 Rizzo Associates		240.00			240.00	Unenforceable
<b>Total Fiscal Year 2001</b>		<b>3,000.50</b>		<b>2.98</b>	<b>3,003.48</b>	
14418 Alexander Capital Corp	2002	480.00		5.58	485.58	No record in Secty of State Unable to locate
15524 A T & T Broadband		916.00	10.68	8.38	935.06	This is not a part of A T & T it ws set up as a one time company and no longer exists.
13808 Greymont Excavating		1,584.00	56.16		1,640.16	dissolved
15606 I W Harding Construction Co		5,795.50	823.40	3.86	6,622.76	Corporate Settlement w/Town
<b>Total Fiscal Year 2002</b>		<b>8,775.50</b>	<b>890.24</b>	<b>17.82</b>	<b>9,683.56</b>	
16636 Advanced Modular Construction	2003	244.00			244.00	Dissolved
17022 Riley Allen Constructions		272.00			272.00	unable to locate
14047 Rocket Communications		11,718.00		26.08	11,744.08	Dissolved
16647 S&R Construction		680.00			680.00	No longer in business
16305 Welch Cort		770.00			770.00	unable to locate
<b>Total Fiscal Year 2003</b>		<b>13,684.00</b>	<b>0.00</b>	<b>26.08</b>	<b>13,710.08</b>	
13462 D. Clifford Constructionin	2004	2,421.30	210.50		2,631.80	Unenforceable
16312 Franchi Equipment		504.00	50.40	8.96	563.36	Unable to locate
17525 Higgins Elizabeth		152.00	15.20		167.20	Unable to locate
16870 Riverdale Excavating		1,168.00	89.60		1,257.60	No record, Unable to locate
<b>Total Fiscal Year 2004</b>		<b>4,245.30</b>	<b>365.70</b>	<b>8.96</b>	<b>4,619.96</b>	
17532 Alpert Deborah	2005	152.00	15.20		167.20	Unable to locate
18586 Busa-Harris Construction		304.00	30.40		334.40	No longer in business
18444 Rubinstein Realty		418.00	41.80		459.80	Unable to locate
18124 Tri State Signal		8,956.50	927.00		9,883.50	Chpt 90 Ineligible
<b>Total Fiscal Year 2005</b>		<b>9,830.50</b>	<b>1,014.40</b>		<b>10,844.90</b>	
19299 Atlas Van Lines	2006	152.00	45.60		197.60	Unable to locate
18986 Bay State Piping		0.00	46.15		46.15	Admin fee town related work
19224 CR Construction		294.50	29.45		323.95	Company dissolved
19328 Hawkeye Construction		3,251.90	388.55		3,640.45	Dissolved
15663 Maverick Construction		1,208.00	82.80		1,290.80	Unable to locate
15855 Olin College		960.00	96.00		1,056.00	special circumstance
18368 Perdoni Brothers		304.00	60.80		364.80	Dissolved
19191 Paysnick Becky		252.00	25.20		277.20	Unable to locate
<b>Total Fiscal Year 2006</b>		<b>6,422.40</b>	<b>774.55</b>	<b>0.00</b>	<b>7,196.95</b>	
14510 Abedon Carol	2007	168.00	16.80		184.80	Unable to locate
19863 Coleman Construction		284.00	28.40		312.40	No such company on Secty State No longer in business
19935 G. Conway Inc		304.00	30.40		334.40	Company dissolved
19270 Great Plain Ventures		5,255.50	619.60		5,875.10	Company dissolved
16311 Musto Construction		456.00	108.30		564.30	Company dissolved
15386 North Star Communications		124.00	12.40		136.40	Unable to locate
19575 Paap Mary Lou		252.00	25.20		277.20	Unable to locate
14328 RCN		916.00	91.60		1,007.60	No response to communication
20208 Sexton Michael & Elinor		304.00	93.10		397.10	Unable to locate
<b>Total Fiscal Year 2007</b>		<b>8,063.50</b>	<b>1,025.80</b>	<b>0.00</b>	<b>9,089.30</b>	

POLICE DETAILS  
 COLLECTOR OF TAXES  
 PREPARED 6/22/2012

CUST # TP NAME	FISCAL YEAR	BASE DETAIL	ADMIN FEES	PENALTY INTEREST	TOTAL	REASON FOR ABATEMENT
19359 BETA Group	2008		2,720.00		2,720.00	Admin fees town related work
20740 Essex Builders Corporation		452.00	45.20		497.20	Unable to locate
20840 EST Associates		2,060.00	206.00		2,266.00	special circumstance
21059 GW Corporation		1,723.00	92.00		1,815.00	Not in Secty st data unable to locate
16902 Heritage Builders		1,198.00	185.80		1,383.80	No longer in business
21061 Northeast Pipe works			1,056.00		1,056.00	Admin fees town related work
20725 Riley Tree		160.00	16.00		176.00	special circumstance
21162 Woodall, Joe and Son		1,982.00	196.20		2,158.20	Unable to locate
<b>Total Fiscal Year 2008</b>		<b>7,555.00</b>	<b>4,517.20</b>	<b>0.00</b>	<b>12,072.20</b>	
19914 CEI Boston LLC	2009	210.00	21.00		231.00	unable to locate
21161 Cougier Construction, J		336.00			336.00	No longer in business
20741 Denapoli JW		3,182.00	318.20		3,500.20	No response to communication
17722 Lewis Tree		308.00	30.80		338.80	No response to communication
21243 NDJ Corporation		0.00	68.80		68.80	Admin fees town related work
21182 Rezendes KR		336.00	33.60		369.60	Unable to locate
<b>Total Fiscal Year 2009</b>		<b>4,372.00</b>	<b>472.40</b>	<b>0.00</b>	<b>4,844.40</b>	
13642 Bevilaqua Paving	2010	483.00	36.70		519.70	letter returned addressee unknown
21884 Blume & Sons		1,176.00	117.60		1,293.60	addressee unknown
21907 Marchese and Sons		168.00	16.80		184.80	letter returned addressee unknown
15057 NEL Corporation			1,074.00		1,074.00	Unable to locate
18483 Republic ITC			72.80		72.80	admin fees while doing work for town
<b>Total Fiscal Year 2010</b>		<b>1,827.00</b>	<b>1,317.90</b>	<b>0.00</b>	<b>3,144.90</b>	
22767 Brox Industries	2011		33.60		33.60	under contract admin fees
20230 Metro Sign		140.00	14.00		154.00	Unable to locate
22289 MRC Contracting		168.00	16.80		184.80	Unable to locate
17923 PW Baker Construction		2,742.50	267.40		3,009.90	No longer in business
22650 Webman Richard		441.00	44.10		485.10	Unable to locate
<b>Total Fiscal Year 2011</b>		<b>3,491.50</b>	<b>375.90</b>	<b>0.00</b>	<b>3,867.40</b>	
22576 Northern Lights	2012	168.00	16.80		184.80	Unable to locate
23355 Road Safe			16.80		16.80	under contract no admin fees
672 Sheraton Needham Hotel		1,379.20	16.80		1,396.00	special circumstance
23075 Steadfast Construction		140.00	14.00		154.00	Unable to locate
21623 Watertown Real Estate		462.00	46.20		508.20	letter returned addressee unknown
<b>Total Fiscal Year 2012</b>		<b>2,149.20</b>	<b>110.60</b>	<b>0.00</b>	<b>2,259.80</b>	
<b>Grand Total</b>		<b>75,642.40</b>	<b>10,897.69</b>	<b>56.22</b>	<b>86,596.31</b>	

<b>Board of Selectmen</b>
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<b>Policy Number:</b>	Finance 2003-001
<b>Policy:</b>	Abatement and Write-Off of Committed Departmental Receivables
<b>Date Approved:</b>	June 24, 2003
<b>Date Revised:</b>	June 26, 2012
<b>Approved:</b>	 Chairman, Board of Selectman

***Introduction:***

An effective asset management program includes activities that enable the Finance Department to accurately reflect the value of Town receivables and other assets and ensure that limited resources are not devoted to the recovery of uncollectible receivables. The timely identification of probable and estimable losses is an essential element in appropriately measuring the value of the Town's assets. Therefore, the write-off process is a critical component of the Town's financial management activities.

***Policy:***

The policy of the Town of Needham is that the collection of committed departmental charges may be written-off with advance approval of the Board of Selectmen and in accordance with the procedures established by the Finance Department of the Town. The department responsible for the collection of such charges shall provide a written request to the Assistant Town Manager/Director of Finance with an explanation as to why collection of the charge should be written-off. The Assistant Town Manager/Director of Finance shall make the determination as to whether the request should be considered by the Board of Selectmen, unless authority for such action is vested with another board, committee, department, or other authority. Charges written-off will be charged against the appropriate fund balance.

This policy also allows for administrative abatement of certain departmental receivables. Committed ambulance and emergency medical service charges that are uncollectible due to contractual allowances or restrictions will be deemed abated by administrative action. Committed departmental charges billed in error may be abated by administrative action. Administrative abatements, other than contractual allowances/restrictions, must be approved by the Town Manager in writing before the abatement is approved.

***Guidelines:***

A write-off of a charge does not cancel the debt. The Town may continue to attempt to collect the charge. Although a write-off disposes of the asset from an accounting perspective, it does not necessarily dispose of the receivable from a management perspective. The Town can concurrently write-off and close-out a receivable, or it can write off and retain a written-off (i.e.,

inactive) receivable for possible recovery action. Any amounts subsequently collected will be credited to the proper fund.

Any charge that has been abated shall be considered a final disposition of the charge.

For the purposes of this policy, the word "charge" or "charges" shall also include assessments, charges, fees, rates, and any applicable interest and /or penalties thereon.

The Finance Department establishes requirements for the periodic review and identification of department receivables deemed to be uncollectible. Such receivables may include ambulance services, service details, other custodial details, items outstanding for an extended period of time, delinquent balances held in suspense accounts, or un-reconciled items in the Town's general ledger.

***Procedures:***

In accordance with this policy, the Assistant Town Manager/Director of Finance is authorized to establish, revise and update procedures for the submission of write-off or abatement of a charge. The Board of Selectmen will not act on any write-off or abatement request that has not been submitted in accordance with such procedures.

At least annually, departments must review and provide, if applicable an estimate of write-offs in a format as determined by the Finance Department, which is subject to review by the Assistant Town Manager/Director of Finance for consistency with the Policy and procedures.

Write-off recommendations must be made by the department manager in writing with the reason(s) for the recommendation to the Assistant Town Manager/Director of Finance upon the determination that the department and/or the treasurer/collector office, despite its best collection efforts, cannot collect the receivable. Such circumstances occur when:

- The receivable is legally without merit;
- The receivable cannot be substantiated by evidence;
- The cost of collection actions will exceed anticipated collection amounts;
- The debtor cannot be located;
- It is not possible to collect any substantial amount; or
- Statutory requirement(s) exists to terminate collection actions.

Write-offs may also be appropriate when:

- The general ledger and/or subsidiary record account balances are insupportable;  
or
- The auditors have identified the need to adjust the records (e.g., audit findings) and management has agreed with the auditors.

Write-offs occur after the Board of Selectmen has approved the write-off, and the Finance Department removes the corresponding amount of an uncollectible, un-reconciled, or unsubstantiated receivable from the Town's general ledger.

Abatements occur after the abatement has been approved and posted by the Finance Department against the accounts.

*Investment Real Estate*

June 28, 2012

**Hand Delivered**

Devra G. Bailin  
Economic Development Director  
Town of Needham  
500 Dedham Avenue  
Needham, MA 02492

***Re: Gift to the Town of Needham for the Branding and Marketing of  
New England Business Center***

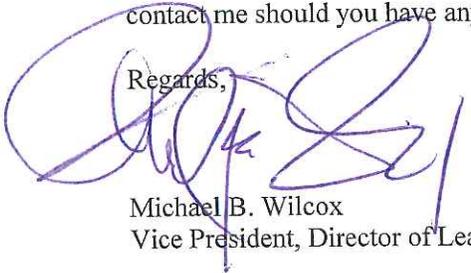
Dear Devra,

I am pleased to present to you and the Town of Needham the enclosed checks totaling \$17,000.00, which were raised by developers and owners located within the New England Business Center for the purpose of rebranding this commercial business district. Please accept this gift on behalf of these donors, who have conditioned their gifts subject to the Town of Needham hiring KHJ Brand Activation to perform consulting services as further outlined in the attached proposal.

It is understood that KHJ will work closely with the Council of Economic Advisors ("CEA") to provide branding and marketing services with the intention of producing positive economic impacts for the New England Business Center, including renaming of the district (complete with a new logo) and producing sign design concepts for the entrance and other areas within the park. This is intended to be an open process, working specifically with the Branding and Marketing Subcommittee of the CEA, which will hold advertised public meetings to facilitate participation by the community and local officials in the decisions regarding this branding effort.

Bulfinch is pleased to have played an active role in raising these funds with the other vested shareholders doing business within the New England Business Center and, along with the other contributors, looks forward to participating in a productive process with the Town of Needham to further enhance the real estate opportunities in this commercial district. Please do not hesitate to contact me should you have any questions or wish to discuss further.

Regards,



Michael B. Wilcox  
Vice President, Director of Leasing

Enclosures

G:\Michael W\Needham CEA\Needham Gift Letter 6-28-30.doc



**NEW ENGLAND  
BUSINESS CENTER**

PROPOSAL FOR  
MARKETING AND  
BRANDING SERVICES

JUNE 27, 2012





Michael B. Wilcox  
V.P., Director of Leasing  
The Bulfinch Companies, Inc.  
First Needham Place  
250 First Avenue, Suite 200  
Needham, MA 02494

June 27, 2012

Dear Mike:

Thank you for giving us the opportunity to submit our proposal. It was nice speaking with you last week and learning more about this project. To reiterate some of the points from our presentation on Wednesday, KHJ is a full-service brand activation, marketing and advertising firm:

- 26 years of experience
- Dedicated team of nearly 40 passionate professionals
- Full-service, in-house capabilities (we do not rely on freelance assistance for projects)
- Depth of experience in the real estate, hospitality, health care, finance and insurance industries
- Extensive experience in all aspects of real estate branding
- Unique local experience: we have created the "CENTER128" brand for Normandy Real Estate Partners, after completing an extensive research project on the positives and negatives of that particular site within the New England Business Center

In lieu of an RFP to respond to, we made some assumptions on the scope and direction of the project. We propose to first create the brand strategy and identity for the park and then communicate the new brand at first through a visible, park-wide signage campaign. There are many other communication tools that could be utilized, but we feel this will be an effective first phase in the rebranding effort.

If you have any questions regarding our proposal, please don't hesitate to contact me at 617-241-8000 (ext. 150) or via email at [mpanagako@khj.com](mailto:mpanagako@khj.com).

Best Regards,

A handwritten signature in blue ink, appearing to read 'M. Panagako', with a long horizontal stroke extending to the right.

Michael Panagako  
Senior Strategist – Real Estate



**PROPOSED SCOPE OF WORK**



## Proposed Deliverables

### Brand Strategy

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Scope:

**Strategy Session:** KHJ will hold an initial kick-off strategy session with major stake-holders. At this meeting, we will discuss the vision and long-term goals for the park and discuss competing town/site marketing materials, where available.

**Positioning Opportunity:** KHJ will work with stake-holders to establish the 'positioning opportunity' – this is the unique selling attribute that will serve as the overall campaign theme for the rebranding.

**Key Messaging:** Using the approved positioning opportunity, KHJ will create a document that states the overall property positioning, along with key supporting messages for each target audience: prospective office tenants, current office tenants, town residents, media retailers, etc.

\*Note, there is typically a large research phase within this process that KHJ is waiving due to our extensive research on the area on behalf of Normandy Real Estate Partners, a stake-holder within the New England Business Center.

Timing:

2-3 weeks

Proposed fee:

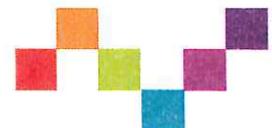
\$4,000

## DEVENS

*A Project of MassDevelopment*



*KHJ worked with MassDevelopment to position and create the "Devens" community brand upon the closing of the military base in 1996.*



**Brand Identity**

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Scope:

**Property name:** KHJ will present up to 10 potential names for the property. From this presentation, we will follow up with iterations and edits on up to 2 finalists to help guide the decision-making process.

**Positioning line:** The positioning line will be the brand distilled into a single, memorable statement that will be communicated publicly. KHJ will present up to 7 positioning lines and work with the client to further refine and edit chosen option.

**Property logo:** KHJ will then propose up to 5 initial logo options. After initial presentation, KHJ will work with client to further edit and refine chosen option.

Timing:

Name: 1-2 weeks

Positioning line & logo (concurrently): 1-3 weeks

Proposed fee:

\$7,500



*KHJ has created iconic real estate logos for major real estate developments throughout New England.*



**Park entrance and way-finding signage**

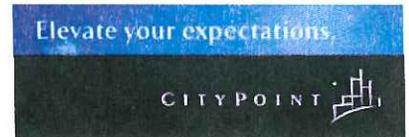
**Scope:** KHJ will present concepts for entrance signage to the park, Route 128-facing signage, and a system for way-finding signage throughout the park.

This includes the cost for design and layout of up to three signage concepts. KHJ will work with the client to refine and edit the chosen signage concept.

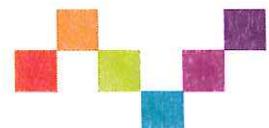
This proposal does not include the cost of laying out each individual sign or the production of any signage. Upon approval of the signage concept, a signage vendor will be retained to produce and install signage – this proposal is for signage design concepts only.

**Timing:** 2-4 weeks (underway concurrently with other projects)

**Proposed fee:** \$5,500



*KHJ rebranded Waltham's Prospect Hill "CityPoint". As part of the repositioning of this dated business park, we utilized the frontage on Route 128 to introduce the new name. Way-finding signage throughout the park enforced the contemporary and urban attributes of the new brand.*



## Budget Summary

Project:	Expected timing:	Estimated fee:
• Brand strategy: <i>positioning &amp; messaging</i>	2-3 weeks	\$4,000
• Brand identity: <i>name, logo, positioning line</i>	2-5 weeks	\$7,500
• Signage campaign	2-3 weeks	\$5,500
<b>Projects total:</b>		<b>\$17,000</b>

**Note:**

- Estimate excludes miscellaneous expenses and out-of-pocket costs, photography (both stock photos and custom), travel expenses and sales tax which will be billed over and above estimate.
- Estimate excludes the cost of illustrations, renderings and custom graphics such as site plans, parking plans, neighborhood plans, etc. If you already have these marketing assets, KHJ may be able to re-color and lightly re-format (change text styles, etc) the existing plans for no additional fee.
- All design and copy projects include three major rounds of design revisions with additional rounds estimated at KHJ hourly rates. All copy projects include three major rounds of copy revisions with additional rounds estimated at KHJ hourly rates.
- Estimates are valid for 30 days and may vary +/- 15%.

**Signed:**

KHJ: Michael Panagako, Senior Strategist 6/27/12

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

