



Select Board

Meeting Packet

October 21, 2025

Colleen M. Brierley
Register of Probate
MT - 10/09/2025

TOWN OF MILTON

NOTICE OF PUBLIC HEARING
Select Board

Local Licensing Authority for the Town of Milton

The Milton Select Board, as the Local Licensing Authority, will hold a Public Hearing on Tuesday, **October 21, 2025 at 7:05 PM** in the Paul Kelly Community Room at the Council on Aging located at 10 Walnut Street in Milton. The in-person/hybrid hearing is the request of **10 Bassett St. LLC** doing business as Marbella, 10 Bassett Street, Milton, MA, for a liquor license to expose, keep, for sale, and to sell alcoholic beverages to be consumed on the premises by patrons. Members of the public may access the meeting: **1)** attend in person; **2)** watch the meeting broadcast live on Milton Access TV; **3)** use the Zoom application to view or participate in the meeting at this link:

<https://us02web.zoom.us/j/89823330369?pwd=T9kATJvDaWKKajEbrIM32YdcllwTq2.1>

4) dial into the meeting by calling **1-929-205-6099** and entering Webinar ID: **898 2333 0369** and Passcode: **461193**. The meeting location and Zoom link will be posted on www.townofmilton.org on the Public Meeting Calendar at least 48 hours before the meeting. Comments will also be accepted by mail to Milton Select Board, Milton Town Hall, 525 Canton Ave, Milton, MA 02186 or email to: Idenapoli@miltonma.gov.

Milton Select Board
Benjamin D. Zoll, Chair
Winston A. Daley, Vice Chair
Meghan E. Haggerty, Secretary
Richard G. Wells, Jr., Member
MT - 10/09/2025

TOV

THE BO

As constituted unde
Laws of Massachus
of the General Bylaw
a Public Hearing on:

Nov

A

(Conducted pursuant
Meeting Law, Gen. L
CMR 29.01 et seq.)
in: **+1-929-205-6099**
password: **813532**, o
at this link:

<https://us02web.zoom.us/j/89823330369?pwd=T9kATJvDaWKKajEbrIM32YdcllwTq2.1>

Upon the Application
Ridgewood Road c
seeking a Special Per
addition totaling appro
property is located in a
Whereas the proposed
basement height of 6
story as defined in the
IX, Section 275-9.1(A)
permit was denied. All
Application and plans c
to public inspection.

V

MEMORANDUM

TO: Select Board

CC: Nicholas Milano, Town Administrator

FROM: Edward J. Corcoran *EJC*

DATE: October 9, 2025, revised October 16, 2025

SUBJECT: Application for Liquor License by 10 Bassett LLC d/b/a Marbella

Attached please find a distillation of a set of emails that were received by the Fruit Center from direct abutters in response to a mailing from the Fruit Center/Marbella team in June and a neighbor meeting hosted by the team and me in the proposed restaurant space at the Fruit Center on July 30. Also attached is a plan of the neighborhood taken from the Town's GIS site. I have colored in yellow those neighbors who provided email responses. This distillation was submitted to the Board of Appeals for consideration at the hearing on September 9.

Also attached are copies of emails that were sent directly to the Board of Appeals prior to the hearing on September 9 and which were read into the record by the Chair at the start of the hearing.

Finally, attached is a copy of the Decision of the Board of Appeals dated October 6, which has been filed with the Town Clerk and which is expected to become final on October 27*.

We look forward to the hearing on the Marbella liquor license application on October 21.

*Note that the original memo contained a typo indicating that the date the Decision would become final was October 20. The correct date is October 27.

EXHIBIT A

**NEIGHBOR COMMENTS RECEIVED BY MICHAEL MIGNOSA IN
RESPONSE TO MAILING AND NEIGHBOR MEETING OF JULY 30, 2025**

Email feedback received by Michael Mignosa from neighbors on latest Marbella Proposal (July 2025)

Annemarie Fagan – 98 Antwerp

Look good to me Mike! I wish you success in your application process

Paul Lanza – 97 Antwerp

Hi Mike,

This looks good, I like the layout of the space. As always, we support your plans and hope this can move forward. Let me know if you need anything from me.

Elaine Haughn – 84 Antwerp

Hi Michael,

I received the packet today and want to thank you for the redesign and the change of hours. I appreciate you and your team's patience and pivoting to your current design. I'm sure the store owners appreciate the morning and lunch hours to increase their foot traffic.

Hopefully I can connect with you to have a tour.

Thank you again,

Elaine Haughn

Karen O'Connell – 84 Antwerp

Hi Michael, thank you for reducing the hours of operation! Your latest proposal looks good.

Much appreciated!

Brianne Smith – 90 Antwerp

Hi Michael,

Apologies for the delay as we were away last week. I just reviewed your proposal yesterday and want to share with you that we support your endeavor. We hope this all works out for you and wish you all the best!

Rosemarie Foley – 42 Franklin

Michael - Thank you for the thorough review and for listening to all. It was extremely well done and informative. I appreciate all efforts made. Thank you again. Rosemarie

Carol Joyce-Harrington – 41 Franklin

Thanks Michael, I've reviewed the package, sorry for delay. I was happy to see and clearly stated the reduction in operating hours to 9pm (customers gone and out 7 days) and the lights out for staff by 930-945. The rest in your package I'll leave for others to comment on. My concern however is still one that is an unknown until the restaurant kitchen is installed and online...specifically food smells from its kitchen exhaust. Nothing was mentioned in your letter or in the powerpoint section 'concerns' regarding this. I and many of my neighbors who directly abut or are located across from this kitchen on Franklin, Bassett and Church Sts., would want to know, that even with the Electrostatic Precipitator(s, #?) installed in the restaurant's kitchen, what steps will be taken should smells related to the restaurant, start permeating the neighborhood. What's the plan to test, etc.? You know yourself how much tweaking you've had to do and continue to do just for your own FC commercial kitchens to get this EP technology

formula right. The restaurant's potential exhaust production during breakfast, lunch and dinner is still a big unknown and a big concern for many of us. This potential issue, as the property owner, falls to you to fix, adjust, tweak, etc. etc. I personally have no trust in your lessee's nonchalant past commentary on the matter. It's a safety and environmental issue for his customers and his staff as well, not just the neighbors. I would suggest potential improperly addressed food smells could also impact your other businesses located at 10 Bassett as well. Hope you take this under consideration and add it to your proposal when addressing the 'concerns' section of your powerpoint to the Town. It would be greatly appreciated. Thanking you in advance. Cjh

Maureen Finn – 61 Franklin

Hi Michael - thanks for the follow-up. I reviewed the revised proposal and appreciate the changes that were made to address the concerns of the neighbors.

Mary Ranton – 54 Franklin

Hi Michael

First I don't see any mention of the smell that we have lived with for years!

We still do not agree with your hours of operation you seem to not think much of this being a residential neighborhood. We listen to the noise all day long 7 days a week. Now you want to go into the evening hours which we look forward to.

Pat Connelly – 41 Wood

I fully support the new plan and I supported the original plan.

MapsOnline Site

Printed on 08/25/2025 at 08:45 AM

320 ft

The data shown on this site are provided for informational and planning purposes only. The Town and its constituents are not responsible for the misuse or misrepresentation of the data.

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to Diagnosis

EXHIBIT B

EMAILS RECEIVED BY BOARD OF APPEALS

William Donnelly

From: Elaine Haughn <Elaine@eliteenvelope.com>
Sent: Tuesday, August 19, 2025 1:50 PM
To: William Donnelly
Subject: 10 Bassett Street - Meeting 9/9/25

Follow Up Flag: Follow up
Flag Status: Flagged

[External Email- Use Caution]

8/19/25

Dear Mr. Donnelly –

My name is Elaine Haughn, I reside at 84 Antwerp Street.

I have written a few letters over the last 11 months to both the ZBA and Planning Board pertaining to the proposed restaurant at 10 Bassett Street. I've watched and attended the meetings.

My stance has been against what has previously been proposed. Recently Mike Mignosa has shared the new layout and hours with some of the residents and also provided a tour of the area. He took the time for a question and answer period, as well.

With their new changes to the layout of the bar in a small area on the side where The Plate was and dropped down to a maximum of 12 seats, and increasing the seating for the restaurant especially in the new 2nd story area, I would like to say this is a much better and agreeable plan. It seems to be more of a family driven atmosphere.

The closing time of a hard 9:00pm of the restaurant is more acceptable and I feel shows the group is listening to the surrounding neighbors. I know there is no ideal situation when changes are inevitable, however with the different Board Members listening to the immediate neighbors and with Mike Mignosa going back to his team and redesigning, I feel the hours of operation are much better. I'm hoping the hard close at 9:00pm stays true and doesn't go beyond that time.

Mike talked about changing the restaurant to more family friendly and not a fancier type restaurant. Again, he's showing he's listening and working with the neighbors. As a long time neighbor, I appreciate that and always have.

Please accept this letter as my support for their newest design plan and hours for 10 Bassett Street's restaurant.

I appreciate the support shown to the neighbors from all the Board Members and all time and effort the members of the Board of Appeals and Planning Board have put into this one project over the months.

Please share my letter with the Boards.

Thank you and kind regards,

Elaine Haughn
84 Antwerp Street

William Donnelly

From: carol joyce-harrington <caroljoyceharrington@gmail.com>
Sent: Monday, September 8, 2025 5:13 PM
To: William Donnelly
Subject: 10 Basset St Milton Marketplace application

[External Email- Use Caution]

I'm writing today to let the ZBA know that we have worked and met with Michael Mignosa on his reapplication for a restraint at the Fruit Center location. We and several of our Franklin St neighbors, who are direct abutters, are pleased with the efforts he has made to curb the food smells generated by his commercial kitchen and the insurance of the same technology in the new restraint. (Side note for consideration: I would suggest other restraints in the area be held to that same standard as the smells from Novara at approx 8:30 pm in the eves were strong enough to have neighbors close their windows or abandon a nice night on their decks. The town should establish a 'restraint czar' to set policies for and monitor these establishments, the Town being 99% residential is sorley lacking in any restraint oversight expertise) Finally in regards to the Fruit Center venue, residents are also pleased at the rollback of the 9pm (lights out employees gone) closure time and the fact that the venue will have a more relaxed and family friendly menu. I will leave any other matters brought by the ZBA or other town residents (ie the hallway, seating and alcohol issue) to the board. The Mignosa Family have been our neighbors for decades and have worked with us to fix any problems and addtess any concerns we may have had and I'm sure Michael will continue to do so going forward. He owns the property and if the Welch Group falters it is up to him to hold them accountable including a shutdown, penalties etc. Thank you for your time. Carol Joyce-Harrington 41 Franklin St, Milton, MA 02186

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

William Donnelly

From: Nancy Doyle <nancy@thenutshellmilton.com>
Sent: Monday, September 8, 2025 11:03 AM
To: William Donnelly
Subject: Letter of Support - Fruit Center 2nd floor Restaurant

Follow Up Flag: Follow up
Flag Status: Flagged

[External Email- Use Caution]

TO: Members of the Zoning Board of Appeals C/o William Donnelly - Town of Milton

I am writing in support of the most recent plan for the restaurant, Marbella, on the second floor of The Fruit Center.

As the owner of The Nutshell and Toy Chest, the longest tenant of The FruitCenter Marketplace for over 20 years - I am asking for an approval of this latest restaurant concept for our community. With the plan to be open for business for breakfast & lunch, and casual Fare for dinner, this is the perfect compliment to other businesses in the building as well as East Milton Square. Not only will the local community benefit, but my business and the other retail business, Shop the Cue will benefit tremendously. We have been without a third retail business/restaurant for over a year and our businesses have suffered.

We look forward to welcoming the new establishment and working together to help each other thrive.

Please do not hesitate to let me know if you have any questions.

Best Regards,
Nancy Doyle, Owner
The Nutshell and The Toy Chest at The Nutshell
10 Bassett Street
Milton, MA 02186
Email: nancy@thenutshellmilton.com

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https://gdsprotect.cloud-protect.net/app/report_spam.php?mod_id=11&mod_option=logitem&report=1&type=easyspam&k=k1&payload=53616c7465645f01f52bf005fa1172b276c86532ee23647b527dfee6e29d5ba49a3ff4413bdd1f22235ca2cec4cf5b2682c711e231f939abea1342a3a4663a3261e096ff9a278cf20e6da14d731de1dca2dc7819e85b075881f862e9fdb1feba4219e222cdb0de4aa935790a2df5f9c8da174f2f0b61b5b0b745ff53b64e4c93c4e49185fed7d222d1e71a69e38f0ecdd2271fe4f60b739efa44e5957d248

William Donnelly

From: kpiccolo@stagathaparish.org
Sent: Monday, September 8, 2025 1:06 PM
To: William Donnelly
Subject: Board of Appeals

[External Email- Use Caution]

Good afternoon, I am writing in support of the new plan proposed by the Mignosa family and their team for a family-friendly restaurant on the second floor of the Fruit Center Market.

From what I understand, the restaurant will operate during breakfast, lunch, and early dinner hours - an approach that feels well-suited to the setting and more considerate of neighborhood feedback. I also appreciate the thoughtful relocation of the bar area to better integrate it into the overall restaurant layout, making it more cohesive or a possible function venue.

The Fruit Center is a vital anchor for the commercial vitality of this part of town, and I believe this addition will enhance the space. I encourage you to approve the application and support this positive development.

Regards,

Kerry Piccolo

Ms. Kerry Piccolo
Interim Director of Advancement & Marketing
Saint Agatha School
440 Adams Street, Milton, MA 02186
617-696-3548 x 208
617-869-9726 - text
www.stagatha.org

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William Donnelly

From: Conroy, Bridget <bridget.conroy@nemoves.com>
Sent: Friday, September 5, 2025 3:22 PM
To: William Donnelly
Subject: Support of the Fruit Center restaurant plans

[External Email- Use Caution]

To whom it may concern,

I am writing as a of the Milton Chamber of Commerce as well as a longtime resident East Milton to support the new plan put forward by the Mignosa family and their team for a new, family-friendly restaurant on the second floor of the Fruit Center Market. I understand that the restaurant is planned to operate for breakfast, lunch and dinner. The Fruit Center is an important anchor to the commercial success of this part of town. I encourage you to approve the application for the restaurant addition.

Thank you,
Bridget Conroy



BRIDGET CONROY

Real Estate Professional
60 Adams Street | Milton, MA 02186
C. 617-308-8073
<https://bridgetconroyrealestate.com/>
Corporate Relocation Certified Agent
[Client Testimonials](#)

WIRE FRAUD IS REAL. Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions.
Additionally, please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication. Real estate agents are independent contractor sales associates, not employees. Owned by a subsidiary of Realogy Brokerage Group LLC. ☐

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William Donnelly

From: Lisa Lisa <traverseins2022@outlook.com>
Sent: Thursday, September 4, 2025 1:42 PM
To: William Donnelly
Subject: Milton Fruit Center meeting

Follow Up Flag: Follow up
Flag Status: Flagged

[External Email- Use Caution]

Dear Board: I would like to voice my opinion in regards to the upcoming Fruit Center project. As a resident for over 50+ years of the Town, as well a Business Owner, and member of the Chamber of Commerce. I wish to strongly support this proposal.

Knowing the owners of the Fruit Center, I have found them one of the Towns greatest assets. Not only due they keep the property in fabulous shape but also employ a large number of residents which gives a nice feeling of local ownership and employee stability and loyalty.

Thank you for allowing this note in favor.

Paul J Traverse
26 Hurlcroft Rd
Milton Ma 02186

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William Donnelly

From: Christopher <christopherfiorentino@gmail.com>
Sent: Thursday, September 4, 2025 1:07 PM
To: William Donnelly
Subject: Marbella permit

Follow Up Flag: Follow up
Flag Status: Flagged

[External Email- Use Caution]

Good afternoon,

It's my understanding that the board will be reviewing the revised plan for Marbella in the near future. This afternoon, I had a chance to see the floor plan at the Milton Chamber of Commerce meeting. While I was in favor of the original plan, it appears that the proprietors have made great efforts towards considering the wishes of the town as well as the immediate neighbors.

As a person who lives within a short walk of the proposed restaurant, and a person who routinely visits Novarra and Abby Park, I certainly hope that this permit is approved without any additional delay.

Sincerely,

Chris Fiorentino

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William Donnelly

From: Carolyn Cahill <cahill.carolyn@gmail.com>
Sent: Monday, September 8, 2025 9:58 PM
To: William Donnelly
Subject: New Restaurant

[External Email- Use Caution]
To Whom It May Concern,

As a resident of Milton and member of the Milton Chamber of Commerce I am reaching out to show my support for the Mignosa family's proposal for a new family friendly restaurant on the second floor of the Fruit Center Marketplace.

I appreciate that the plan focuses on breakfast, lunch, and dinner service, which feels like the right fit for this location and responds well to what neighbors have been asking for. I also think the redesign creates a private function/meeting space our town so desperately needs.

The Fruit Center has long been a key part of the success of our local business community, and we believe this addition will only strengthen that role. I encourage you to approve the application and help bring this new restaurant to Milton.

Thank You,
Carolyn

Carolyn Cahill
40 Essex Rd
Milton Ma 02186

c: 781.801.4834
cahill.carolyn@gmail.com

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William Donnelly

From: Kevin Smith <ksmith@bestofcareinc.com>
Sent: Monday, September 8, 2025 10:11 AM
To: William Donnelly
Subject: Support for New Restaurant in East Milton

Follow Up Flag: Follow up
Flag Status: Flagged

[External Email- Use Caution]

Good Morning,

I am sending this email on behalf of the Milton Chamber of Commerce - as well as own personal accord as a Milton resident and local business owner.

We are writing as members of the Milton Chamber of Commerce, many of whom have small businesses in the East Milton commercial district, to support the new plan put forward by the Mignosa family and their team for a new, family-friendly restaurant on the second floor of the Fruit Center Market.

We understand that the restaurant is planned to operate for breakfast, lunch and early dinner, which is more appropriate to the setting and more responsive to requests from neighbors. We also think that the relocation of the bar area to make more integral to the operation of the restaurant is a great change.

The Fruit Center is an important anchor to the commercial success of this part of town. We encourage you to approve the application for the restaurant addition.

Best,

Kevin

Kevin Smith
CEO
Best of Care, Inc.
(617) 845-5342
www.bestofcareinc.com
[LinkedIn Profile](#)

Sent from my iPhone

William Donnelly

From: Falconi Companies <falconicompanies@gmail.com>
Sent: Monday, September 8, 2025 10:18 AM
To: William Donnelly
Subject: New Restaurant - YES!!

Follow Up Flag: Follow up
Flag Status: Flagged

[External Email- Use Caution]

I am writing as a member of the Milton Chamber of Commerce to support the new plan put forward by the Mignosa family and their team for a new, family-friendly restaurant on the second floor of the Fruit Center Market. I understand that the restaurant is planned to operate for breakfast, lunch and early dinner, which is more appropriate to the setting and more responsive to requests from neighbors.

The relocation of the bar area to is a great change. This will be a great addition to the Fruit Center and a great meeting place during the day for lunch. Abby

Park and Novara have been a great addition to East Milton; so, I think the new restaurant will be, too!

The Fruit Center is an important anchor to the commercial success of this part of town.

We encourage you to approve the application for the restaurant addition.

Thank you,
Jeanne

--

Always working hard to please all our residential and commercial tenants!

Jeanne F. Schmidt, CFO
Falconi Companies
253 Centre Street, Quincy, MA 02169-7525
617-696-6090
www.falconicompanies.com

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EXHIBIT C

DECISION OF BOARD OF APPEALS DATED OCTOBER 6, 2025

TOWN OF MILTON

**Decision of the Board of Appeals as constituted under Chapter 40A
of the General Laws of Massachusetts and**

Section 3.1 of Chapter 275

of the General Bylaws of the Town of Milton

**Upon the Application of Michael V. Mignosa and Mark E.
Mignosa, Trustees of the Antwerp Street Realty Trust**

Dated July 10, 2025

I. Procedural Background

A public hearing was held on September 9, 2025 by remote participation by Zoom video and teleconference in accordance with applicable law and pursuant to notice duly given according to law and the Rules of the Milton Board of Appeals (the "Board") upon the application of Michael V. Mignosa and Mark E. Mignosa, Trustees of the Antwerp Street Realty Trust (the "Applicant"), dated July 10, 2025 (the "Application").

The Applicant seeks from the Board an amendment ("Amendment") to a Variance first issued by the Board dated December 17, 1982 and recorded with the Norfolk County Registry of Deeds in Book 6120, Page 24 (as amended, the "Variance") as detailed in a "Table of Relief" set forth in this Decision below. The Application concerns property owned by the Applicant located at 10 Bassett Street, Milton, Massachusetts (the "Premises"). The Premises is located partially in a Residence C zoning district and partially in a Business zoning district and is the site of the enterprise commonly known as the Milton Marketplace.

Present at the hearing and forming the Board were Jeffrey B. Mullan, Acting Chair, Christopher Hart, Member and Kathleen M. O'Donnell, Chair. The members of the Board are familiar with the Premises and the surrounding environs. The Applicant was represented at the hearing by Edward J. Corcoran, Esquire.

II. The Public Hearing

- *Preliminary Matters*

Prior to the start of the public hearing, the Applicant submitted the following materials that collectively are considered a part of the Application:

- Three copies of an application and three copies of the plan of proposed improvements at the Premises;
- A table of relief included below; and
- A memorandum outlining the justification for the proposed Amendment.

Also included as supplementary materials was a memorandum from Attorney Corcoran

JM
Kendall
CD

with a GIS map of the surrounding neighborhood with a distillation of emails from abutters in response to a mailing to abutters in June and a meeting held in the proposed restaurant space on July 30, 2025. With the exception of one respondent who was opposed to the plan, the emails were substantially supportive of the proposed plan. There were also communications forwarded directly to the Board received from parties who generally supported the Application.

Copies of all of these materials are in the Board's file, available for public inspection, and are documents on which the Board relies in reaching this Decision. Acting Chair Mullan began the hearing by noting for the record that the Board has in possession and was aware of these materials, and read at least parts of most of these communications to the audience.

Acting Chair Mullan noted that at a hearing on an application filed with Board in December, 2024 concerning the Premises (the "December Application"), the Board confirmed that the Applicant was in compliance with the many conditions set forth in the Variance. At that earlier hearing, the Applicant withdrew without prejudice its request to modify the Variance to accommodate changes that were then proposed for the restaurant space. The Applicant now returns to the Board with this request.

- *Presentation by the Applicant*

Following the conclusion of these preliminary matters, Attorney Corcoran provided testimony on behalf of the Applicant. Attorney Corcoran presented an overview of the new plan and with a comparison to a restaurant plan that was part of the December Application that was filed with the Board in December 2024, but which was withdrawn without prejudice at the close of that hearing.

Mr. Corcoran testified that the new plan was substantially responsive to questions and concerns raised by neighbors during the prior hearing. The testimony included materials in support of each of the items on which relief was sought as detailed in the following table that is reproduced exactly as presented in the Application:

10 Bassett Street Application to Board of Appeals Table of Relief Requested

<i>Amendment to Variance (275-3.1) Conditions</i>	<i>Permitted</i>	<i>Requested</i>
<i>Restaurant Hours</i>	<i>6:30 am - 9 pm, Mon-Sat</i> <i>Sun 6:30 am - 6 pm (2014 Decision which amended 1992 amendment to 1983 Variance)</i>	<i>8 am - 9 pm, daily</i>

SM/CH
CH

<i>Restaurant Seating</i>	<i>70 seats (2014 — The Plate)</i>	<i>99 Seats: all 29 in new 2nd Floor Seating area plus currently permitted 70</i>
<i>Determine Sufficiency Of Parking</i>	<i>no previous determination</i>	<i>for 99 seats, at ratio of 2.5 seats/parking space = 40 required available spaces: 77*</i>

- *Additional Testimony*

During the public hearing, the Board heard testimony from two supporters and from a person who had questions about the Application. Those supporting the Application offered testimony that the Applicant's plans were an improvement to the plan as previously proposed as well as appreciation for the Applicant's installation of "AirMaid" air treatment systems which has substantially eliminated the emission of odors from the operation of the commercial kitchen at the Marketplace and are expected to address odors from the new restaurant kitchen as well.

III. The Decision

Following the presentation and at the conclusion of the related testimony, the Board discussed the application for the amendment to the Variance in open session.

Taking into account the full record of the Application and all of the testimony offered at the hearing, the Board determined that the operation of the proposed new restaurant in accordance with the New Restaurant Plan (dated 07/08/2025), including the change in hours of operations, would not be substantially more detrimental than conditions as currently operated at the Marketplace. The Board also found that there is adequate parking within the total of the parking spaces located at the Premises to accommodate the increase in seating dedicated to the restaurant.

The Board determined that that the relief would be appropriate and reasonable and would result in no material change related to compliance with the standard for a variance in Massachusetts. Accordingly, the Board determined:

1. That the hours of operation will be modified to 8:00 am to 9:00 pm on a daily basis;
2. That the number of seats that may be used for the restaurant may be increased from 70 to 99; and
3. That the number of parking spaces on site is sufficient to provide parking for the new restaurant, as well as parking for existing operations of the Marketplace.

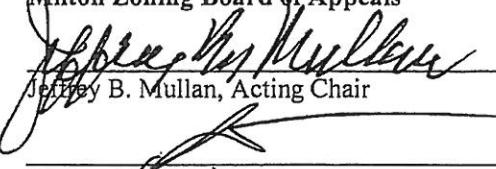
In all other respects, the Board ratifies and confirms the terms of the Variance, including the provision that the Variance, as modified here, may be amended or altered or others may be imposed at any time and from time to time by the Board after notice and hearing.

*JW Kond
CAs*

FINAL

Accordingly, the Board, by unanimous vote hereby issues an Amendment to the Variance consistent with the terms of this Decision as of this 6th day of October, 2025.

Milton Zoning Board of Appeals


Jeffrey B. Mullan, Acting Chair


Christopher Hart, Member


Kathleen M. O'Donnell, Chair

AMENDMENT TO VARIANCE
FROM THE TERMS OF THE ZONING BYLAWS AND

TO: Michael V. Mignosa and
Mark E. Mignosa,
Trustees of the Antwerp
Street Realty Trust
Milton, MA 02186

This Amendment is issued in response to your application dated July 10, 2025 (the "Application"). You seek from the Board an amendment ("Amendment") to a Variance first issued by the Board dated December 17, 1982 and recorded with the Norfolk County Registry of Deeds in Book 6120, Page 24 (as amended, the "Variance") as detailed in a "Table of Relief" set forth in the enclosed Decision.

The Application concerns property owned by the Applicant located at 10 Bassett Street, Milton, Massachusetts (the "Premises"). The Premises is located partially in a Residence C zoning district and partially in a Business zoning district and is the site of the enterprise commonly known as the Milton Marketplace.

The Board hereby amends the Variance as follows:

1. The hours of operation will be modified to 8:00 am to 9:00 pm on a daily basis;
2. The number of seats that may be used for the new restaurant may be increased from 70 to 99; and
3. The number of parking spaces on site is sufficient to provide parking for the new restaurant, as well as parking for existing operations of the Market Place.

In all other respects the terms of the Variance are ratified and confirmed consistent with the provisions of the enclosed Decision.

Milton Zoning Board of Appeals

Jeffrey B. Mullan, Acting Chair

Christopher Hart, Member

Kathleen M. O'Donnell, Chair

LIQUOR LICENSE 10 BASSETT LLC

Select Board Presentation
October 21, 2025

The team

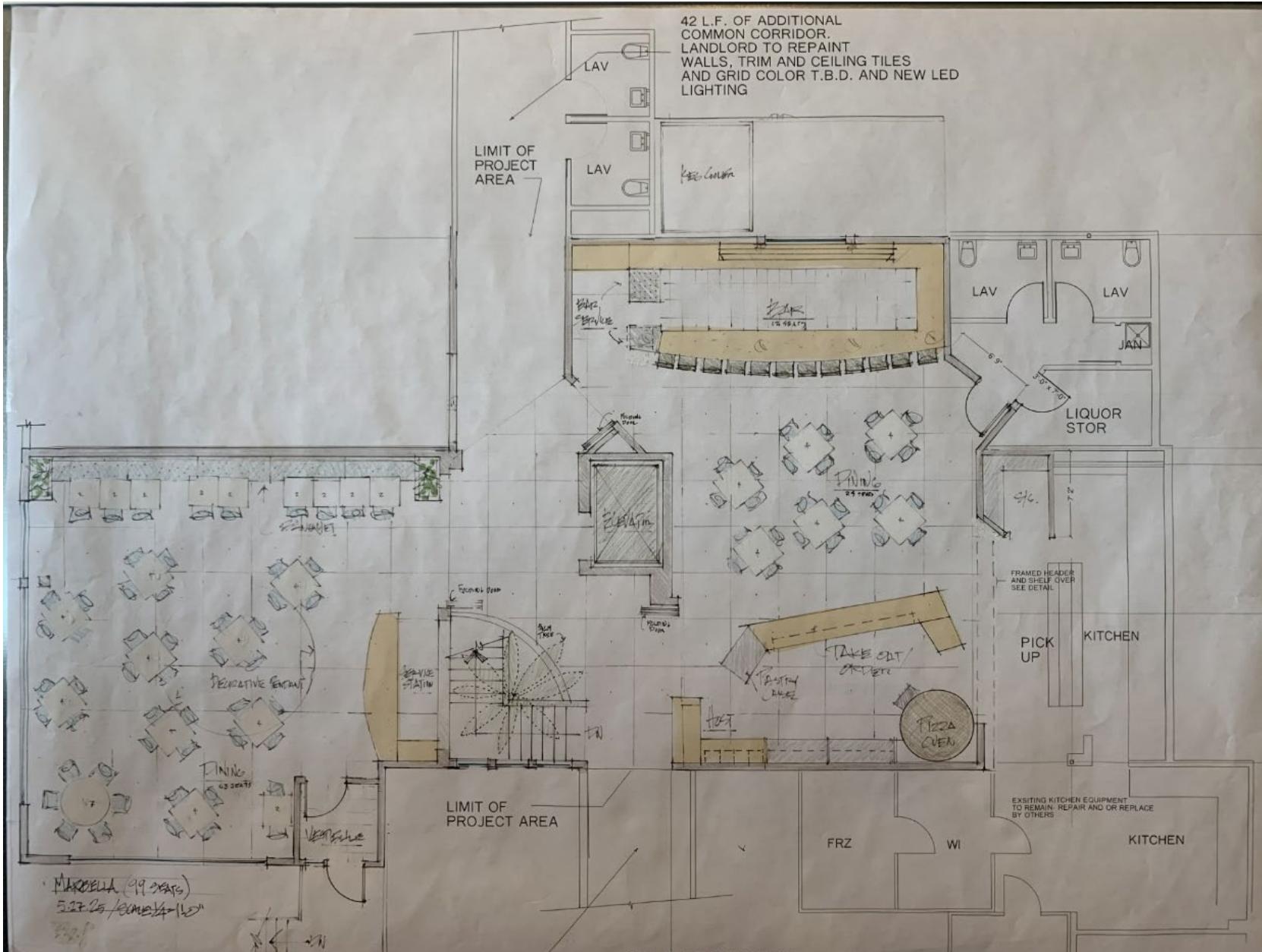
- 10 Bassett LLC
 - Vance Welch
 - Ajay Sadhwani
 - Amanda Albee
- The Fruit Center
 - Michael Mignosa, Trustee
 - Mark Mignosa, Trustee
- V. Welch and A. Sadhwani currently operate Abby Park and Novara with full liquor licenses
- Amanda Albee will be the general manager of the new restaurant

The original restaurant plan – issues/concerns



- It was not family/neighborhood friendly
- It was perceived to be a bar – not a restaurant
- It was not going to serve breakfast
- It was going to stay open late
- Odors would emanate from the kitchen – exasperating an existing problem

The New Restaurant Plan

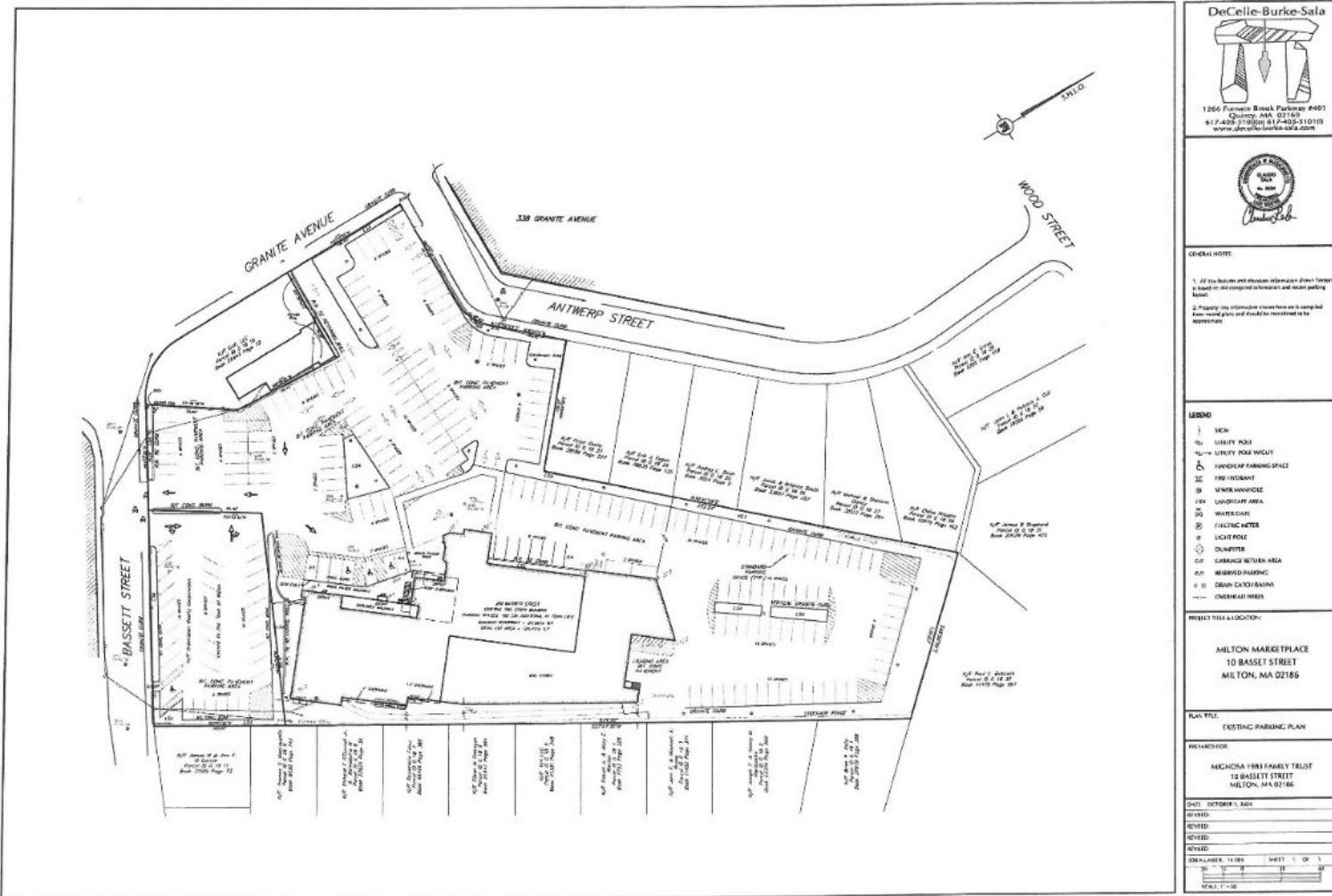


- Family and neighborhood friendly
- Open for breakfast, lunch and early dinner – 8:00 am to 9:00 pm daily
- Bar is integral to the restaurant – it does not stand alone
- Food and alcohol service to the new seating area by servers only
- AirMaid system has been installed to address odors

The AirMaid System

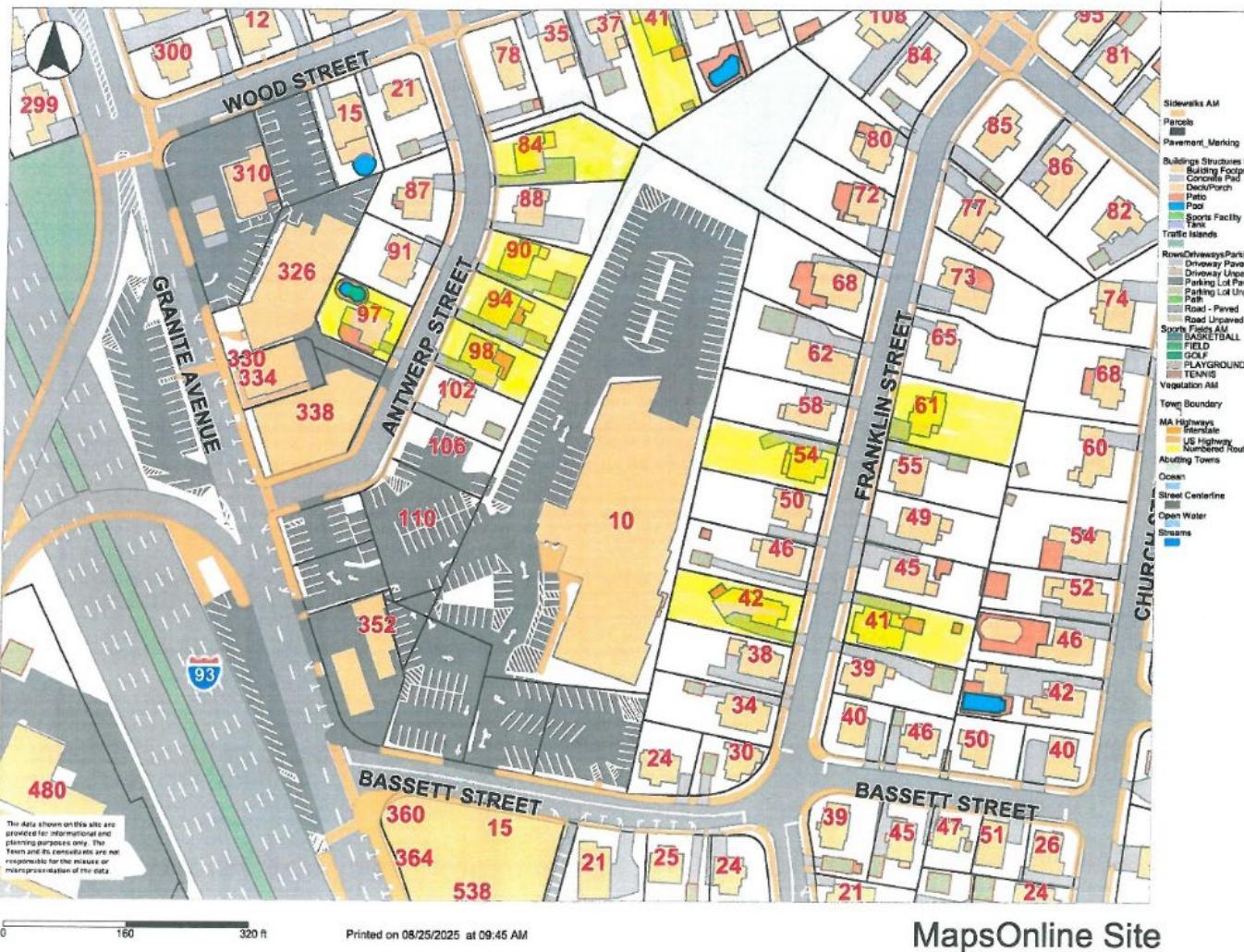
- State of the art air cleaning system – installed spring 2025
- Two installations per kitchen – store-based food preparation and new restaurant
- Current commercial kitchen – prepares ~1200 items per day for both the Milton and Hingham locations
- Output is approximately 4x the output required for the new kitchen
- The new system is handling the odor output of the existing kitchen
- Neighbors report a significant improvement
- Anticipate that the units for the new kitchen will be more effective based on much less output

Parking requirements and availability



Total spaces ~199
Retail = 4 spaces/1,000
sf
~31,000 sf = 122 spaces
Restaurant =
determination of
adequacy
Remaining spaces to
serve restaurant = 77
Recognized ratio – 1
per 2.5 seats = 40
spaces
Restaurants uses have
been accommodated
for 40+ years

The immediate neighborhood – 54 households



- Letters describing the proposals mailed in June
- Invitation to neighbor meeting to be held in the new space on July 30
- Emails from abutters in response to each provided to the Board

Relief Granted by Board of Appeals

Amendment to Variance (275-3.1) Conditions	Permitted	Requested
Restaurant Hours	6:30 am – 9 pm, Mon-Sat 6:30 am – 6 pm, Sun	8 am – 9 pm, daily
Restaurant seating	70 seats	99 seats – all 29 new 2 nd floor seating area seats plus currently permitted 70 seats
Determine Sufficiency of Parking	No previous determination	For 99 seats, at ratio of 2.5 seats/space = 40 required Available spaces = 77

Relief requested

- A liquor license to “expose, keep, for sale, and to sell alcoholic beverages to be consumed by patrons on the premises” of a new restaurant located at 10 Bassett Street
- The relief requested is consistent with the terms and conditions of a decision of the Board of Appeals dated October 6, 2025 (following a hearing on September 9, 2025)

Thursday, October 2, 2025

Thursday, O

NOTICES

ON

APPEALS

40A of the General
Article XIII, Chapter 275
of Milton will hold

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ID: 811 6966 2170,
Zoom online meeting

Maura Dudas of 188
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an In-Law Temporary
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III. A.9 Chapter 10 of
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ection.

M. Donahue King, Esq.
Zoning Administrator
- 09/25 & 10/02/2025

TOWN OF MILTON

LEGAL NOTICE

TOWN OF MILTON CABLE TELEVISION LICENSE RENEWAL PROCEEDING

The Town of Milton Select Board, as cable television licensing authority under MGL 166A, s. 1, will hold a public cable license renewal hearing on **October 21, 2025 at 8:30 p.m.** at Milton Council on Aging, Paul Kelly Meeting Room, 10 Walnut Street, Milton as part of the Town's RCN Cable Telecom Services of Massachusetts (a/k/a Astound Broadband) cable television license renewal process. In addition to the in person public hearing at Milton Council on Aging, interested persons may participate remotely through an electronic platform by desktop, laptop, tablet or phone via the following link or number(s) as follows:
Virtual Meeting link: <https://us02web.zoom.us/j/89823330369?pwd=T9kATJvDaWKKajEbrIM32Ydc1lwTq2.1>
Phone one-tap: 1-929-205-6099

The RCN license is due to expire October 31, 2025. The purpose of the hearing is to allow the public an opportunity to comment on local cable needs and the proposed renewal license prior to the Issuing Authority's taking up possible final action (approval or denial) on the proposed renewal. Public comment is invited. For further information and copies of renewal records, contact Nicholas Milano c/o of Town Administrator's Office, Town Hall. A copy of the proposed renewal license is available for review at the Office of the Town Clerk. By order of the Select Board as License Issuing Authority.

MT - 10/02 & 10/09/25

The following
General Byla
under Article
Meeting that
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published her
General Law
available for
Clerk. Claims
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be made with
second public

Article 39 of Meeting held thereunder.

VOTED. The
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§275-12.4 Site

A. Purpose
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B. Applicability
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Board ("Board"):

PLACING A LEGAL

11 emails@miltontimes.com

-Town of Milton Cable Television Renewal License-
November 1, 2025

**CABLE TELEVISION
RENEWAL LICENSE**

GRANTED TO

RCN TELECOM SERVICES OF MASSACHUSETTS, LLC

THE SELECT BOARD

**TOWN OF MILTON,
MASSACHUSETTS**

NOVEMBER 1, 2025

EXHIBITS

FCC Technical Standards	Exhibit 1
Free Drops and Monthly Service to Public Buildings and Schools	Exhibit 2
Gross Annual Revenues Reporting Form for Capital Funding	Exhibit 3
PEG Access Origination Locations	Exhibit 4
Gross Annual Revenues Reporting Form for Annual Funding	Exhibit 5
207 CMR 10.00	Exhibit 6
FCC Customer Service Obligations	Exhibit 7
Cable Division Form 500	Exhibit 8

-Town of Milton Cable Television Renewal License-
November 1, 2025

AGREEMENT

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

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Milton, 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 Milton; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing on April 22, 2025 pursuant to Section 626 of the Cable Act, in order to (1) ascertain the future cable related community needs and interests of Milton, 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 Milton.

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 Milton resident and/or any Persons affiliated with a Milton 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

-Town of Milton Cable Television Renewal License-
November 1, 2025

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.

(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 Milton, 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, its designee(s) and/or educational institutions for the presentation of non-commercial educational programming and information to Subscribers.

(19) Effective Date of Renewal License (the “Effective Date”): November 1, 2025.

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

(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 Subscribers.

(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.

-Town of Milton Cable Television Renewal License-
November 1, 2025

(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) Issuing Authority: The Select Board of the Town of Milton, Massachusetts.

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

(26) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Milton 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.

(27) Licensee: RCN Telecom Services of Massachusetts, LLC or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(28) Normal Business Hours: Those hours during which most similar businesses in Milton 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.

(29) 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.

(30) 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.

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

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

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

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

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

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

-Town of Milton Cable Television Renewal License-
November 1, 2025

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

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

(39) 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, parkways, bulkheads, piers, dedicated public utility easements, and public grounds having compatible easements and all other publicly owned real property having compatible easements within or belonging to the Town, now or hereafter existing. 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.

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

(41) 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.

(42) 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.

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

(44) State: The Commonwealth of Massachusetts.

(45) 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.

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

(47) Town: The Town of Milton, Massachusetts.

(48) Town Counsel: The Town Counsel of the Town of Milton, Massachusetts.

-Town of Milton Cable Television Renewal License-
November 1, 2025

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

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

(51) 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.

(52) VCR: The acronym for videocassette recorder.

(53) 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

(a) 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 Select Board of the Town of Milton, 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 Milton.

(b) 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.

(c) 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 Milton 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 Milton. 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.

(d) 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 November 1, 2025 and shall expire on October 31, 2035, 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 Milton; 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 and conditions proportionately 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 proportionately 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 and conditions proportionately 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 proportionately 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

-Town of Milton Cable Television Renewal License-
November 1, 2025

By executing this 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.

-Town of Milton Cable Television Renewal License-
November 1, 2025

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.

(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 a minimum 750 MHz Subscriber Network. Said Cable System shall be fully capable of carrying at least one hundred ten (110) video channels in the downstream direction.
- (b) The Licensee shall transmit all of its Signals to Milton 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 throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 3.2---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 3.3---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) Subject to paragraph (b) below, the area to be served is the entire Town of Milton. 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 only be required to provide Cable Service to homes in underground areas in the Town that can be constructed by the Licensee for an amount not to exceed One Thousand Dollars (\$1,000.00) per home, as measured from the Licensee's nearest Cable System plant.

(i) In the event that any home in an underground area in the Town can be connected to the Licensee's Cable System for an amount not to exceed One Thousand Dollars (\$1,000.00) and the customer requests such connection, the Licensee shall complete the connection expeditiously, but in no event later than thirty (30) days from the request from the homeowner for service.

(ii) In the event that any home in an underground area in the Town cannot be connected to Licensee's Cable System for an amount not to exceed One Thousand Dollars (\$1,000.00) after a customer requests such connection, the Licensee shall not be required to provide a connection to such home; provided, however, that the Licensee shall still be required to provide such connection to a home in the event that the homeowner agrees to pay for any connection costs in excess of the One Thousand Dollars (\$1,000.00) that the Licensee is required to expend pursuant to this Section 4.1(b).

(iii) In the event that a homeowner agrees to pay for any such additional costs, the Licensee shall provide said homeowner with a detailed estimate of what such additional costs will be. If the homeowner agrees to pay such additional costs, the Licensee shall complete the connection expeditiously, but in no event later than thirty (30) days from the request from the homeowner for service.

(c) 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 fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 150' 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 150' 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 Milton. 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 MAPS

The Licensee shall provide, upon written request, not more than once annually, the Issuing Authority or its designee with strand maps of the Cable System plant. If changes are made in the Cable System that effect the accuracy of such strand maps, the Licensee shall file updated strand maps not more than once annually.

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) In accordance with Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming. Programming decisions 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 Milton 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 2**, attached hereto and made a part hereof.

Section 5.7---INTERNET SERVICE TO THE TOWN

(a) The Licensee shall provide monthly high-speed Internet service to the Town for the entire term of this Renewal License at its sole cost and expense, without charge(s) of any kind to the Town. Said Internet service shall be connected to one point of presence in the Town chosen by the Issuing Authority. Said Internet service shall have a minimum download capacity of 110 mgbts and an upload capacity of 15 mgbts.

(b) The Licensee shall also provide the Town with a separate domain with the same five (5) static IP addresses as exist on the Effective Date of this Renewal License.

(c) In no case shall the value of said Internet service, described herein, be counted against (i) the PEG Access equipment/facilities funding pursuant to Section 6.5 infra; and/or (ii) the PEG Access/Cable-Related Funding pursuant to Section 7.1 infra and/or (iii) any License Fee payment, required by Section 6.4 infra, and/or (iv) any other fees or payments required herein and/or by applicable law.

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 subject to applicable law;
- (3) Purchase, maintain and/or lease PEG Access equipment, with the funds allocated for such purposes in Section 6.5 below subject to applicable law;
- (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) standard definition Licensee-owned Downstream Channels for PEG Access purposes, currently on Channels 3, 13 and 15, 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) No later than the Effective Date of this Renewal License, the Licensee shall activate and provide an additional high definition PEG Access Channel, for Government Access Programming, beyond the standard definition PEG Access channels referenced in paragraph (a) above, for transmission of high definition Signals produced by the Access Corporation. The Licensee shall be able to receive at the Headend from the Access Corporation high definition signals and shall ensure that those high definition signals are retransmitted in the downstream direction to high definition Subscribers on bandwidth so designated to carry high definition programming created by the Access Corporation.

(c) Prior to the activation of the high-definition PEG Access Channel referenced above, the Licensee shall also provide equipment for the interconnection of said channel to the Headend. Said equipment shall be provided, owned, installed, maintained and repaired by the Licensee at its sole cost and expense, but located at the PEG Access studio. Said equipment shall have a value of Ten Thousand Dollars (\$10,000.00). There shall be no charge(s) to the Issuing Authority, the Town, the Access Corporation and/or Subscribers for said equipment.

(d) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, referenced in paragraphs (a) & (b) above, without the advance, written notice to the Issuing Authority and/or its designee(s).

(e) The Licensee shall provide the Issuing Authority and/or the Access Corporation with the capability to transmit Milton PEG Access Programming to Subscribers on an on-demand basis.

Section 6.4---ANNUAL SUPPORT FOR PEG ACCESS PROGRAMMING

The Issuing Authority shall provide the Access Corporation with annual funding for PEG Access Programming from the Cable-Related/PEG Access Funding, pursuant to Section 7.1 infra. Said funding shall be made available to the Access Corporation on a quarterly basis.

Section 6.5---PEG ACCESS EQUIPMENT/FACILITIES FUNDING

-Town of Milton Cable Television Renewal License-
November 1, 2025

(a) The Licensee shall provide the following two (2) separate funding sources to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority in writing, for PEG Access equipment/facilities purposes:

(1) A total of Fifty Thousand Dollars (\$50,000.00). The Licensee shall provide such funding on an annual basis, no later than July 1st of each year of this Renewal License, in the amount of Five Thousand Dollars (\$5,000.00) each year; provided, however, that the first year's payment shall be made within thirty (30) days of the Effective Date; and

(2) One half of one percent (.5%) of the Licensee's Gross Annual Revenues as defined in Section 1.1(22) *supra*, payable on a quarterly basis. Said payments shall be made directly to the Issuing Authority on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th 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 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

(i) The first .5% equipment/facilities payment under this Renewal License shall be made on or before February 15, 2026 for the previous period from the Effective Date through December 31, 2025.

(ii) Subsequent .5% payments under this Renewal License shall be made on the dates in paragraph (a)(2) above.

(iii) The Licensee shall file with each of said .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 3**. If the Licensee's quarterly payments to the Issuing Authority were less than .5% of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority 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*.

(iv) In no case shall said .5% payment(s) include the Cable-Related/PEG Access funding required by Section 7.1 infra.

(b) In no case shall the equipment/facilities funding payments herein be counted against (i) any License Fee payment, required by Section 7.1 infra; and/or (ii) any other fees or payments required by applicable laws.

(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 Issuing Authority and/or the Access Corporation at the annual rate of two percent (2%) above the Prime Rate. Any such late payments to the Issuing Authority pursuant to this Section 6.5(c) shall not be deemed to be part of the funding to be paid to the Issuing Authority 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, its designee(s) and/or the Access Corporation, as determined by the Issuing Authority, 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---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 6.8---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 Town and/or the Access Corporation from any Origination Location listed in **Exhibit 4** to the Cable System Headend or Hub, on the Licensee's existing fiber-optic link 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 Town, 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 6.9---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 Public Access Programming on the Cable System, except as otherwise required or permitted by applicable law. Notwithstanding Access Corporation shall operate and manage Educational and Government Access Programming, the Issuing Authority reserves the right to exercise ultimate control over the cablecasting of Educational and Government Access Programming.

ARTICLE 7

LICENSE FEE PAYMENTS

Section 7.1---CABLE-RELATED/PEG ACCESS FUNDING

(a) The Licensee shall make License Fee payments to the Issuing Authority equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(22) *supra*, less applicable fees, payable on a quarterly basis. Said payments shall be made directly to the Issuing Authority on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th 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 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

(i) The first 5% payment under this Renewal License shall be made on or before February 15, 2026 for the previous period from the Effective Date through December 31, 2025.

(ii) Subsequent 5% payments under this Renewal License shall be made on the dates in paragraph (a) above.

(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 5**. If the Licensee's quarterly payments to the Issuing Authority were less than five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority 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 the PEG Access equipment/facilities funding required by Section 6.5 *supra*. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(d) In the event that the Cable-Related/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 7.1(d) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.1 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 7.2---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 Cable-Related/PEG Access Funding pursuant to Section 7.1 above; 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 §7.2 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Sections 7.1 and/or 7.2 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 7.3---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 7.4---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 6.5 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, 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 PEG Access payment to the Issuing Authority, without interest charges of any kind.

Section 7.5---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 Milton.

Section 7.6---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 6**.

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 Milton a minimum discount of two dollars (\$2.00) off of the Licensee's Basic Service charge. To qualify for said discount, senior citizens must be (1) sixty-five (65) years of age or older and head of the household and (2) receiving one of the following: (i) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, or (iv) Veteran's Service benefits, or (v) residence in subsidized housing. Said discount shall apply to the full level of Basic Service; provided, however, that 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) for injury or death to two (2) or more persons in any one occurrence. .

(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 continue to 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 Twenty-Five Thousand Dollars

(\$25,000.00). 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(s), 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 with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee's ability to defend the claim or action. .

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

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liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this 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(s) 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.

(d) The Licensee shall notify its Subscribers of all such performance evaluation hearings by periodic announcements between the hours of seven (7) p.m. and nine (9) p.m., for five (5) consecutive days preceding each such hearing.

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, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.
 - (2) 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.
 - (3) For failure to comply with the PEG Access provisions in accordance with Sections 6.3, 6.5, and/or 6.8 herein, Four Hundred Dollars (\$400.00) per day, for each day that any such non-compliance continues.
 - (4) For failure to comply with the technical standards, pursuant to Section 3.4 herein, and **Exhibit 1** attached hereto, Four Hundred Dollars (\$400.00) per day that any such non-compliance continues.
 - (5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.4 infra, and **Exhibit 7** 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 Sections 3.1, and/or 5.6 herein and/or **Exhibit 4**, 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 provide free Internet Service(s) to Public Buildings and Schools in accordance with Section 5.10 herein, Three Hundred Dollars (\$300.00) per day that Such Internet Services are not provided as required.

(8) 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

In the event that the Town or the Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and

(iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

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 IN MILTON

(a) For the entire term of this Renewal License, the Licensee shall operate a customer service office in Milton or in a municipality contiguous to the Town of Milton, for the purpose of, among other things, (i) receiving customer payments; (ii) returning or exchanging equipment; and (iii) answering inquiries and resolving Complaints. Said office shall be open on a full-time basis during Normal Business Hours, as defined herein.

(b) In the event that the Licensee no longer operates a customer service office in Milton or in a municipality contiguous to the Town of Milton, the Licensee shall forthwith establish and commence operating a full-time customer service office in the Town of Milton, but in no case later than one hundred twenty (120) days after ceasing to operate such an office in a municipality contiguous to the Town.

(c) There shall be no charges to the Issuing Authority and/or the Town in connection with the operation of said customer service office in the Town.

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 7**, 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 Milton 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 Milton residents who request Service within five (5) 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 7**.

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 6** and made a part hereof, as the same may exist or as may be amended from time to time:

- (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 Milton 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---LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to the quality of Signals transmitted over the Cable System. Upon a showing of a number of Complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the Cable System, the Issuing Authority shall provide the Licensee an opportunity to demonstrate that its Signals meet or exceed FCC technical standards. In the event that the Licensee is unable to demonstrate such compliance, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to correct said Signal quality deficiencies within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 12.10---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 12.11---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 12.12---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 12.13---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 12.14---DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers an 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 12.15---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 12.16---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 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 12.17---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 Counsel 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 8** to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.6---INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 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 Select Board, Town of Milton, Town Hall, 525 Canton Avenue, Milton, Massachusetts 02186 , with one (1) copy to the Town Counsel, and one (1) copy to the Cable Advisory Committee at the Milton 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 and General Manager, RCN-BecoCom, LLC, 956 Massachusetts Avenue, Arlington, Massachusetts 02476. 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 shall publish notice of the same, sufficient to identify its time, place and purpose, in an Milton newspaper of general circulation.

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

Section 15.12---NO RE COURSE 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

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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.

E X H I B I T S

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) 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 CEA-542-B: "Standard: Cable Television Channel Identification Plan," (Incorporated by reference, *see* § 76.602).

(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 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 ± 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. The amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall not be less than 43 decibels. For class I cable television channels, the requirements of this section are applicable only to:

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

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

(iii) 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 ± 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	

(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 TV interface device rules under part [15 of this chapter](#).

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,

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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]

EXHIBIT 2

**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. Milton Town Hall: 525 Canton Ave.
2. Milton Police Headquarters: 40 Highland St.
3. Milton Central Fire Station: 515 Canton Ave.
4. Milton Atherton Fire Station: 815 Blue Hill Ave.
5. Milton East Milton Fire Station: 525 Adams St.
6. Milton Public Library: 476 Canton Avenue
7. DPW Yard: 629 Randolph Ave.
8. Milton Senior Center: 10 Walnut St.
9. Milton High School: 25 Gile Rd.
10. Pierce Middle School: 451 Central Avenue
11. Collicott School: 80 Edge Hill Rd.
12. Glover School: 255 Canton Ave.
13. Cunningham School: 44 Edge Hill Rd.
14. Tucker School: 187 Blue Hills Pkwy.
15. East Milton Library: 334 Edgehill Road.

** or such other buildings and/or addresses, without charge, as designated by the Issuing Authority.

EXHIBIT 3

**EQUIPMENT/FACILITIES FUNDING
GROSS ANNUAL REVENUES REPORTING FORM
RCN TELECOM SERVICES OF MASSACHUSETTS, LLC**

TOWN OF MILTON

Period: [enter period of which payment is based]

	<u>Totals</u>
Totals by Service:	
Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]
Totals by Non Service:	
Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	<u>\$ [enter amount]</u>
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]
Total Gross Revenue	\$ [enter total]
Equipment Funding Fee (.5%)	\$ [enter % of total]
Fee-on-Fee (.5%)	<u>\$ [enter % of %]</u>
Equipment Funding Fee Due	<u>\$ [enter total due]</u>

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:

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Date:

EXHIBIT 4

PEG ACCESS ORIGINATION LOCATIONS

(1) PEG Access Studio.

EXHIBIT 5

**CABLE-RELATED/PEG ACCESS FUNDING
GROSS ANNUAL REVENUES REPORTING FORM
RCN TELECOM SERVICES OF MASSACHUSETTS, LLC**

TOWN OF MILTON

Period: [enter period of which payment is based]

	<u>Totals</u>
Totals by Service:	
Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]
Totals by Non Service:	
Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	<u>\$ [enter amount]</u>
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	<u>\$ [enter subtotal]</u>
Subtotal:	\$ [enter subtotal]
Total Gross Revenue	\$ [enter total]
License Fee (5%)	\$ [enter % of total]
Fee-on-Fee (5%)	<u>\$ [enter % of %]</u>
License Fee Due	<u>\$ [enter total due]</u>

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 6

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 7

FCC CUSTOMER SERVICE OBLIGATIONS

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

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Notifications to subscribers--

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

(1) Products and services offered;

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

- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

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

(ii) Billing--

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

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

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

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

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

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

(4) Definitions--

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

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

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

-Town of Milton Cable Television Renewal License-
November 1, 2025

EXHIBIT 8

CABLE DIVISION FORM 500

(See Attached)

-Town of Milton Cable Television Renewal License-
November 1, 2025

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Address:

Address:

Contact:

Phone:

E-Mail:

Average Resolution Time:

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

Manner of Resolution:

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

Advertising/Marketing

Total
Complaints

Avg
Resolution
Time (see
code above)

A.

B.

C.

Appointment/Service call

Total
Complaints

Avg
Resolution
Time (see
code above)

A.

B.

C.

Billing

Total
Complaints

Avg
Resolution
Time (see
code above)

A.

B.

C.

Customer Service

Total
Complaints

Avg
Resolution
Time (see
code above)

A.

B.

C.

Defective Notice

Total
Complaints

Avg
Resolution
Time (see
code above)

A.

B.

C.

Equipment

Total
Complaints

Avg
Resolution
Time (see
code above)

A.

B.

C.

Installation

Total
Complaints

Avg
Resolution
Time (see
code above)

A.

B.

C.

Reception

Total
Complaints

Avg
Resolution
Time (see
code above)

A.

B.

C.

Service Interruption

Total
Complaints

Avg
Resolution
Time (see
code above)

A.

B.

C.

Unable to Contact

Total
Complaints

Avg
Resolution
Time (see
code above)

A.

B.

C.

Failure to Respond to Original Complaint

Total
Complaints

Avg
Resolution
Time (see
code above)

A.

B.

C.

Other:

SIGNATURE PAGE

In Witness Whereof, this Cable Television Renewal License is hereby issued by the Select Board of the Town of Milton, Massachusetts, as Issuing Authority, this _____ day of 2025, and all terms and conditions are hereby agreed to by RCN Telecom Services of Massachusetts, LLC.

**The Milton Select Board,
as Issuing Authority**

Approved as to form

Chairman

William August, Epstein & August LLP
Municipal Cable Counsel

Secretary

Member

RCN Telecom Services of Massachusetts, LLC

By:

Title:

Town of Milton 2025



Special Town Meeting

Monday, October 27, 2025

Milton High School Auditorium

7:30 p.m.

WARRANT

INCLUDING THE REPORT OF THE WARRANT COMMITTEE
AND RECOMMENDATIONS ON ARTICLES
as required by Chapter 75, Section 1, of the General Bylaws of Town

PLEASE BRING THIS REPORT TO TOWN MEETING

October 2025 Special Town Meeting Warrant

Commonwealth of Massachusetts, SS
County of Norfolk

To any of the constables of the Town of Milton in said County:

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Milton, qualified to vote in Town affairs, to meet at the Milton High School Auditorium at 25 Gile Road in said Milton on Monday, the twenty-seventh day of October, 2025, next at 7:30 o'clock in the evening, then and there to act upon the following Articles to wit:

Articles 1-9

And you are directed to warn said inhabitants qualified as aforesaid to meet at the times and places and for the purposes herein mentioned by posting attested copies of the Warrant in each of the Post Offices of said Town fourteen days at least before the twenty-seventh day of October. Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk, on or before the thirteenth day of October 2025.

Given under our hands at Milton this of 7th day of October, 2025.

**Benjamin D. Zoll
Winston A. Daley
Meghan E. Haggerty
Richard G. Wells, Jr.**

A True Copy: Attest

William J. Neville

Constable of Milton

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In compliance with the American with Disabilities Act, this Warrant can be made available in alternative formats. The October 27, 2025, Special Town Meeting, if requested, will be offered by assisted listening devices or an interpreter certified in sign language. Requests for alternative formats should be made as far in advance as possible.

Should you need assistance, please notify the SELECT BOARD at 617-898-4843 or 617-696-5199 TTY.

Smoking and other tobacco use is prohibited in school facilities and outside on the school grounds by MGL Chapter 71, Section 37H, “An Act Establishing the Education Act of 1993.” This law applies to any individual at any time.

Strong fragrances cause significant adverse reactions in some people, such as migraine headaches. Products with strong fragrances include personal care products such as perfume, cologne, fragranced hair products, after shave lotion, scented hand lotion, etc. Attendees at Town Meeting are requested to avoid wearing products with strong fragrances. As an accommodation to persons with such adverse reactions, and to allow safe and free access to the auditorium, the lobby and restroom, attendees at Town Meeting who are wearing products with strong fragrances, or who think they may be wearing products with strong fragrances, are requested to sit away from the sections nearest to the lobby entrance.

MESSAGE FROM THE TOWN MODERATOR

Welcome to the 2025 October Special Town Meeting!

Milton routinely holds Special Town Meetings for the purpose of addressing certain articles prior to the next Annual Town Meeting.

During this October Special Town Meeting, there are nine (9) articles for your review and consideration. Articles 1-3 were submitted by the Select Board. Article 4 was submitted by the Climate Action Planning Committee. Article 5 was submitted by the Master Plan Implementation Committee. Article 6 was submitted by the School Building Committee. Articles 7-8 were submitted by the Select Board. Article 9 was submitted by the Planning Board.

The Warrant Committee has reviewed each article. If applicable, any Warrant Committee recommendations and comments not included in this Warrant will be available on the Town Meeting website prior to October 27 and hard copies will be provided at Town Meeting. Please carefully review each article and direct any questions to the submitting party prior to Town Meeting.

Please note that, upon the advice of Town Counsel, the Warrant Committee's recommendations have been streamlined. Specifically, where the Warrant Committee recommends the Town adopt the article as printed in the Warrant, the Warrant so states briefly. If the Warrant Committee recommends changes to the article, the changes are presented to clarify the difference to the reader.

As is customary, I will co-host a show with our Warrant Committee Chair, Jay Fundling on Milton Access TV and available on YouTube, prior to Town Meeting. During this show, we will discuss the articles in detail.

The October Town Meeting will proceed subject to the rules that were approved at the Annual Town Meeting and printed in the Annual Town Meeting Warrant. Please review these rules carefully, as the rules will not be repeated during Town Meeting.

In keeping with the rules set forth in the Annual Warrant, proposed amendments are to be submitted to the Moderator prior to Town Meeting. Specifically, such amendments should be submitted to the Moderator at or before 3:00 PM on Thursday, October 23, 2025, to afford adequate time for review by the Moderator, Town Counsel, Submitting Board or Committee and/or the Warrant Committee, as appropriate. Proposed amendments submitted after 3:00 PM on October 23 may or may not be permitted, at the discretion of the Moderator.

In addition, as is customary, all presentations must be pre-approved, and presentations and requests to present are to be submitted to the Moderator prior to Town Meeting. Accordingly, requests to present and copies of presentations should also be provided to the Moderator by no later than 3:00 PM on Thursday, October 23, 2025. Presentation requests and presentations submitted after 3:00 PM on October 23 may or may not be permitted, at the discretion of the Moderator.

Should you require any accommodation, please do not hesitate to reach out to the Moderator.

You may contact the Moderator directly with any questions, concerns, or requests at edillon@miltonma.gov.

Town Meeting will be governed by Volume 4 of Town Meeting Time.

I look forward to seeing you in person at Town Meeting beginning on Monday, October 27, 2025 at 7:30 PM at the high school.

Sincerely,

/s/ Elizabeth S. Dillon

Elizabeth Dillon, Town Moderator

REPORT OF THE WARRANT COMMITTEE FOR THE 2025 OCTOBER SPECIAL TOWN MEETING

Greetings to the Honorable Select Board, Town Meeting members and Residents of the Town of Milton:

The Warrant Committee herein presents to the Town Meeting recommendations for action on Articles submitted to the Special Town Meeting convening on Monday, October 27, 2025. There are nine articles for this Special Town Meeting. These Articles address a variety of issues that concern the Town beyond the typical zoning matters we historically address at this meeting. There are five articles submitted by the Select Board, one article submitted by the Climate Action Planning Committee, one article submitted by the Master Plan Implementation Committee, one article submitted by the School Building Committee and one article submitted by the Planning Board.

The Warrant Committee has reviewed all articles and suggests the Town take action on all nine articles.

Please note that Article 7 and Article 8 contain amendments adopted by the Warrant Committee, so the recommendation in bold print does not exactly match the original article in plain print. The Warrant Committee's recommendation in bold is the motion before Town Meeting and the place where Town Meeting will begin its discussion.

Article 1 is an appropriation article to pay for the cost of the upcoming special election on November 4, 2025.

Article 2 provides the Town the ability to deny a permit to someone who is not current with their financial obligations to the town.

Article 3 establishes a Fund which can accept voluntary contributions in order to assist elderly and disabled residents with taxes. This article also establishes a Committee to operate this fund.

Article 4 directs the Town to reduce greenhouse gas emissions. This article is primarily to give guidance to the Town, rather than to require certain actions.

Article 5 allows the work of the Master Plan Implementation Committee to continue, whose term would otherwise expire this year.

Article 6 extends the term of the so-called “Land Swap” passed by Town Meeting in 2023. The Town’s acceptance into the Massachusetts School Building Authority’s grant program is expected to provide financial benefits to the Town, but will result in a slower project timeline. This article adjusts the time frame of the land swap to be in line with the revised time frame of the project.

Article 7 revisits an article passed by Town Meeting in February 2025. In that article, Town Meeting approved the consumption of alcoholic beverages in Town owned buildings, subject to the Select Board’s approval, among other restrictions. This follow-up article extends that permission to Town

owned outdoor spaces. The current article has additional restrictions that the prior article did not have, incorporating suggestions from concerned residents.

Article 8 establishes a bylaw regarding light trespass. This is intended to make sure that residents can enjoy their homes and property without undue light interference after dark.

Article 9 is proposed by the Planning Board. This article would expand the bylaw which allows the Town to require payments to offset the impact of new development on traffic.

Throughout the Warrant you will see the Warrant Committee's recommendations printed in bold. While these recommendations are an important part of the Warrant Committee's job, they are not the most important part.

More important than telling you what the Warrant Committee recommends is telling you why we recommend it. You – the legislative body of the Town, representing all Town voters – will make the ultimate decision on all of these articles. The Warrant Committee endeavors to provide you, through our written comments and our presentations before Town Meeting, the reasons why we made the decisions we did, along with enough information to make your decision on our recommendation.

You may agree with some of our recommendations, and you may disagree with others. But if we have provided you with enough information to efficiently and confidently make your decision, then the Warrant Committee will consider its job done.

The Chair wishes to express his appreciation to the members of the Warrant Committee for the many hours of work required to prepare this Warrant. The Warrant Committee also extends thanks to the Town Administrator, Mr. Nicholas Milano, the Select Board, the Planning Board, and all the other departments throughout the Town for their continued assistance in our mandate. The Chair is especially grateful for the assistance of the Warrant Committee Clerk, Karen Bosworth.

Jay Fundling, Chair
Macy Lee, Secretary
Nicole Boyson Rukstalis
Elaine Craghead
Jamesley Dasse
Lorraine Dee
Grace Doherty
Lawrence Johnson
Andrew Koh
Brian McGuire
LeeMichael McLean
Julia Maxwell
Ronald Sia
Nicholas Tangney
Cecile Yang
Karen Bosworth, Clerk

ARTICLE 1 To see if the Town will vote to amend the appropriations voted at the 2025 Annual Town Meeting for the twelve-month period beginning July 1, 2025, by increasing the amount appropriated under Article 10 for the Election & Registration Budget by \$60,000 from \$127,674 to \$187,674, as follows:

ELECTION & REGISTRATION	FY2026 Original	Amendment	FY2026 Revised
Salaries & Wages	65,944	42,000	107,944
General Expenses	61,730	18,000	79,730
Total Election & Registration	127,674	60,000	187,674

which sum shall be appropriated from funds certified by the Department of Revenue as free cash; and to act on anything relating thereto.

Submitted by the Select Board.

RECOMMENDED that the Town vote to amend the following appropriation voted by the 2025 Annual Town Meeting for the twelve-month period beginning July 1, 2025 under Article 10 as referenced in the table below:

ELECTION & REGISTRATION	FY2026 Original	Amendment	FY2026 Revised
Salaries & Wages	65,944	42,000	107,944
General Expenses	61,730	18,000	79,730
Total Election & Registration	127,674	60,000	187,674

And that to meet said appropriation the sum of \$60,000 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: This article proposes amending the “Election & Registration” appropriation passed at the 2025 Annual Town Meeting to increase the total amount by \$60,000. This \$60,000 will be taken from free cash in order to fund a special town election on November 4, 2025 to fill the vacant Select Board seat for the remainder of its term (through April 2027). The original appropriation at the 2025 Annual Town Meeting of \$127,674 did not factor in the cost of this unanticipated special election.

The proposed increase of \$60,000 was calculated using the cost of the February 2024 special election, which saw higher turnout than usual. Any unused or reimbursed funds from the “Election & Registration” appropriation will go back into the general fund and will be available to be transferred to another department at the end of the year with approval of the Select Board and the Warrant Committee.

If this amendment is not approved, the funds will need to be allocated from another part of the town budget.

ARTICLE 2 To see if the Town will vote to accept Massachusetts General Laws Chapter 40, Section 57 and amend the General Bylaws by inserting the following new Chapter ## - Denial, Revocation or Suspension of Local Licenses and Permits:

§ ##-1. Authority.

Any Town board, officer or department or other local licensing or permitting authority may deny any application for, or revoke or suspend a building permit, or any local license or permit including renewals and transfers issued by any board, officer, department for any person, corporation or business enterprise, who has neglected or refused to pay any local taxes, fees, assessments, betterments or any other municipal charges, including amounts assessed under the provisions of section twenty-one D or with respect to any activity, event or other matter which is the subject of such license or permit and which activity, event or matter is carried out or exercised or is to be carried out or exercised on or about real estate whose owner has neglected or refused to pay any local taxes, fees, assessments, betterments or any other municipal charges.

The Tax Collector or other municipal official responsible for records of all municipal taxes, assessments, betterments and other municipal charges, hereinafter referred to as the tax collector, shall annually, and may periodically, furnish to each department, board, commission or division, hereinafter referred to as the licensing authority, that issues licenses or permits including renewals and transfers, a list of any person, corporation, or business enterprise, hereinafter referred to as the party, that has neglected or refused to pay any local taxes, fees, assessments, betterments or other municipal charges, and that such party has not filed in good faith a pending application for an abatement of such tax or a pending petition before the Appellate Tax Board.

§ ##-2. Revocation or suspension of license.

The licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers of any party whose name appears on said list furnished to the licensing authority from the Tax Collector or with respect to any activity, event or other matter which is the subject of such license or permit and which activity, event or matter is carried out or exercised or is to be carried out or exercised on or about real estate owned by any party whose name appears on said list furnished to the licensing authority from the Tax Collector; provided, however, that written notice is given to the party and the Tax Collector, as required by applicable provisions of law, and the party is given a hearing, to be held not earlier than fourteen days after said notice. Said list shall be *prima facie* evidence for denial, revocation or suspension of said license or permit to any party. The Tax Collector shall have the right to intervene in any hearing conducted with respect to such license denial, revocation or suspension. Any findings made by the licensing authority with respect to such license denial, revocation or suspension shall be made only for the purposes of such proceeding and shall not be relevant to or introduced in any other proceeding at law, except for any appeal from such license denial, revocation or suspension. Any license or permit denied, suspended or revoked under this section shall not be reissued or renewed until the license authority receives a certificate issued by the Tax Collector that the party is in good standing with respect to any and all local taxes, fees, assessments, betterments or other municipal charges, payable to the Town as the date of issuance of said certificate.

§ ##-3. Payment agreements.

Any party shall be given an opportunity to enter into a payment agreement, thereby allowing the licensing authority to issue a certificate indicating said limitations to the license or permit and the

validity of said license shall be conditioned upon the satisfactory compliance with said agreement. Failure to comply with said agreement shall be grounds for the suspension or revocation of said license or permit; provided, however, that the holder be given notice and a hearing as required by applicable provisions of law.

§ ##-4. Waiver.

The Select Board may waive such denial, suspension or revocation if it finds there is no direct or indirect business interest by the property owner, its officers or stockholders, if any, or members of his immediate family, as defined in section one of chapter two hundred and sixty-eight A of the General Laws in the business or activity conducted in or on said property.

§ ##-5. Exceptions.

This Section shall not apply to the following licenses and permits:

- a. open burning, M.G.L. Ch. 48, §13
- b. bicycle permits; M.G.L. Ch. 85, §11A
- c. sales of articles for charitable purposes, M.G.L. Ch. 101, §33
- d. child work permits, M.G.L. Ch. 149, §69
- e. licenses for clubs and associations dispensing food or beverage, M.G.L. Ch. 140, §21E
- f. dog licenses, M.G.L. Ch. 140, §137
- g. fishing, hunting, trapping license, M.G.L. Ch. 131, §12
- h. marriage licenses, M.G.L. Ch. 207, §28 and
- i. theatrical events and public exhibition permits, M.G.L. Ch. 140, §81

And to authorize the Town Clerk to assign or amend chapter and section numbers and titles; and to act on anything relating thereto.

Submitted by the Select Board.

RECOMMENDED that the Town vote to approve the article as printed in the Warrant.

COMMENT: The intent of this article is to ensure that individuals, corporations, and businesses meet their financial obligations to the Town before receiving or renewing the benefit of municipal licenses and permits. This bylaw would give Milton's boards and departments the authority to deny, suspend, or revoke local licenses and permits if an applicant or permit holder has neglected or refused to pay local taxes, fees, assessments, betterments, or other municipal charges. The measure also provides for due process, including written notice and the opportunity for a hearing, and allows for payment agreements.

This statute serves as a fair and effective tool for protecting the Town's revenue base. It balances enforcement with flexibility, granting the Town Treasurer the authority to offer payment agreements at his/her discretion, and allowing the Select Board to waive enforcement in limited circumstances where there is no conflict of interest.

The Warrant Committee believes this bylaw will strengthen the Town's ability to collect overdue municipal charges while treating taxpayers consistently, fairly, and equitably.

ARTICLE 3 To see if the Town will vote to accept the provisions of Massachusetts General Laws Chapter 60, Section 3D to establish an “Aid to Elderly and Disabled Taxation Fund” and a “Taxation Aid Committee” to consist of the Chair of the Board of Assessors, the Town Treasurer, and three residents to be appointed Select Board; and to act on anything relating thereto.

Submitted by the Select Board.

RECOMMENDED that the Town vote to approve the article as printed in the Warrant.

COMMENT: The proposal to establish this Fund stemmed from concerns regarding the ability of Milton’s elderly and disabled residents to pay increased taxes following the April 2025 Proposition 2/12 override of \$9.5 million.

The “Aid to Elderly and Disabled Taxation Fund” would be structured by the to-be-formed “Taxation Aid Committee,” which will determine things such as:

- *Methods of advertising the Fund to prospective applicants and contributors.*
- *Methods available for contributing to the Fund (such as UNIPAY).*
- *The equitable distribution of funds to qualified applicants.*
- *The application format and criteria, as well as the frequency with which people can apply to the Fund.*
- *The type of Fund (e.g. pass-through or interest bearing) to be established.*
- *The types of taxes which would be eligible (i.e. real estate, personal property, motor vehicle).*
- *The frequency of disbursement of the Fund to qualified applicants.*

This fund is separate from the senior tax discount passed by Town Meeting in February 2025.

ARTICLE 4 To see if the Town will vote to:

Authorize the Select Board to adopt community-wide greenhouse gas emissions reduction goals in alignment with the limits set by Massachusetts law and to measure progress toward these goals by updating the Town's Greenhouse Gas Emissions Inventory no less than once every 5 years; and

authorize the Select Board to direct relevant boards, committees, and departments to proactively pursue fiscally responsible actions, investments, and policies to achieve the goals mentioned above and increase the Town's resilience to the detrimental effects of climate change;

and to act on anything relating thereto.

Submitted by the Climate Action Planning Committee.

RECOMMENDED that the Town vote to approve the article as printed in the Warrant.

COMMENT: This article authorizes the Select Board to take actions with the goal of reducing the Town's greenhouse gas emissions in line with state law.

Current state law sets state-wide greenhouse gas emission goals, targeting

- *at least 50% reduction from 1990 levels by the year 2030*
- *at least 75% reduction from 1990 levels by the year 2040*
- *net-zero carbon emissions by the year 2050*

This article does not require the Select Board or Town government to take any actions beyond updating the inventory every five years. It does, however, accomplish two things for the Town:

1. It is a requirement for Milton to become a Climate Leader Community.

The Climate Leader Community program allows participating communities to access grants, including \$150,000 grants to hire vendors for clean energy projects, and \$1M grants for projects which reduce greenhouse gas emissions, such as upgrading HVAC systems in schools or other buildings. Communities can receive multiple grants under these programs, potentially exceeding \$10M across 20 years.

To become a Climate Leader Community a town must satisfy six requirements. Milton is already a "Green Community" in good standing and has established a local committee to advise, coordinate, and/or lead clean energy and climate activities, satisfying the first two requirements. Milton satisfied the third requirement by adopting the Specialized Energy Code at the 2024 Annual Town Meeting. Adopting this article would satisfy the fourth requirement. The remaining two requirements are:

- *Complete a Municipal Decarbonization Roadmap study*
- *Adopt a zero-emission-vehicle first policy*

This Article does not achieve these two remaining requirements and thus will not by itself make Milton a Climate Leader Community, but it is a step on the path.

2. *It gives direction to Town staff regarding the will of the Town.*

This article provides direction to the staff in Town. If Town Meeting approves this article, the staff that work for all of us can proceed knowing that the Town – through its elected representatives – has directed them to take fiscally prudent actions to reduce our greenhouse gas emissions.

The Warrant Committee feels this article is appropriate to enable the town to reduce its contribution to climate change and make financially prudent decisions.

ARTICLE 5 To hear and act upon the report of the Master Plan Implementation Committee; and to see if the Town will vote to establish a standing Master Plan Committee as a successor to the Master Plan Implementation Committee, with a term and charge as follows:

The charge of the Master Plan Committee shall be:

- (1) to monitor the implementation plan within the Town's current Master Plan, and to recommend to the Planning Board and the Select Board the actions necessary to implement such plan, including timing, resources, and responsibilities;
- (2) to make recommendations to the Planning Board, Select Board, and Town Meeting regarding updates to the Town's Master Plan; and,
- (3) to make recommendations regarding the scope and key focus areas of future Master Plans.

The committee shall report annually to the Planning Board, Select Board, Warrant Committee and Town Meeting and shall submit an annual report to the Town Administrator for inclusion in the Town Annual Report.

The membership of the Master Plan Committee shall be comprised of not more than nine (9) members for terms that are renewed annually. One member shall be a member of the Planning Board and one member shall be a member of the Select Board. Other members shall have expertise in planning, architecture, economic development, transportation, landscape architecture, real estate, sustainability, conservation, parks, civil engineering, historic preservation, housing, facilities management, public policy, and/or diversity, equity and inclusion. Appointing authorities shall also consider equitable geographic distribution of members. The committee shall meet at no less than quarterly each year.

Members of the Committee shall be appointed as follows:

- Not more than 3 members appointed by the Planning Board (one of whom shall be a member of the Planning Board)
- Not more than 3 members appointed by the Select Board (one of whom shall be a member of the Select Board)
- Not more than 3 members appointed by the Town Moderator

And to see if the Town will vote to transfer the remaining balance of the appropriation for the Master Plan Implementation Committee approved in Article 11 of the 2025 Annual Town Meeting Warrant to the Master Plan Committee.

And to act on anything relating thereto.

Submitted by the Master Plan Implementation Committee.

RECOMMENDED that the Town vote to approve the article as printed in the Warrant.

COMMENT: The Master Plan Implementation Committee (MPIC) was originally appointed for 10 years with the purpose of overseeing the execution of the implementation plan within the Town's Master Plan, both of which were approved by Town Meeting in September 2014. The Committee's existence is finite and currently ends in October 2025. As such, there is a need to create a new Committee to continue to oversee the implementation plan execution. This article proposes the creation of a standing "Master Plan Committee."

This new committee will monitor the implementation of the Master Plan as well as recommend updates where appropriate. This new committee will report annually to Town Meeting and other bodies. This article also allows the budget allocated by the May 2025 Town Meeting to the old MPIC to now be allocated to the new committee.

ARTICLE 6 To see if the Town will vote to authorize the Select Board to petition the General Court to enact legislation for the purpose of amending Chapter 147 of the Acts of 2024, provided that the General Court may reasonably vary the form and substance of the requested legislation within the scope of the general objectives of this petition:

An Act Authorizing the Town of Milton to Use Certain Land Acquired for Conservation Purposes for School Purposes

Section 1: Chapter 147 of the Acts of 2024 is hereby amended in Section 2 by striking out the words “June 30, 2028” and inserting in place thereof the following words: “June 30, 2033”.

Section 2: This act shall take effect upon its passage.

and to act on anything relating thereto.

Submitted by the School Building Committee.

RECOMMENDED that the Town vote to approve the article as printed in the Warrant.

COMMENT: When the “Land Swap” was initially passed by Town Meeting in 2023 (and has since been passed by the state legislature, as Chapter 147 of the Acts of 2024), Milton’s School Building Committee (SBC) believed that the chances of working through the Massachusetts School Building Authority (MSBA) grant program were very slim. At that time it was estimated that the building project would take five years to get to the funding stage. If the project were not funded by the town (by Town Meeting and a debt exclusion override) within five years a reverter clause would trigger, and the land swap would become void.

In the last year, Milton was accepted into the MSBA’s grant program, which will now partially fund the project. This means, however, that Milton must fulfill all of the steps required by the MSBA and on their timeline, resulting in a slightly extended project timeline from what was first projected. After researching the length of similar school building projects working with MSBA in other Massachusetts school districts, the SBC believes it would be unlikely that the project would be fully funded by the original expiration date of the land swap, and are asking Town Meeting to vote to extend the term of the land swap by an additional five years.

ARTICLE 7 To see if the Town will vote to amend Chapter 105 Alcoholic Beverages of the General Bylaws by amending Section 105-1 Consumption on Town property and leased premises by deleting the current text of Section 105-1 and inserting in its place the following:

§ 105-1 Consumption on Town property and leased premises.

A. Drinking, sale or possession of alcoholic beverages, as defined in Chapter 138 of the Massachusetts General Laws (for purposes of this Section 105-1, “Alcoholic Beverages”), while in a building owned by the Town of Milton (for purposes of this Section 105-1, a “Town Building”) or upon land owned by the Town of Milton, is prohibited, except that one-day licenses for the drinking, sale or possession of alcoholic beverages in a Town Building may be authorized by the express advance approval of the Select Board. If a public body other than the Select Board is responsible for the care, custody, and control of the subject Town Building, such public body must also approve this use of the Town Building. In addition: (i) all requirements under Massachusetts General Laws, including M.G.L. c. 138, Section 14 shall be met; (ii) all applicants for such one-day liquor licenses shall obtain amounts of insurance and shall indemnify the Town as determined by the Select Board after consultation with Town counsel and the Town’s insurer; (iii) all alcohol shall be served by bartenders who have completed the Training for Intervention Purposes (TIPS) program, or such similar subsequent program designed to limit the risks of underage drinking and overconsumption; and (iv) the Select Board shall work with the Milton Police Department to reduce potential impacts of such licenses on adjacent neighborhoods.

B. One-day licenses for the drinking, sale or possession of alcoholic beverages on Town land may be authorized by the Select Board. If different from the Select Board, the public body responsible for the care, custody, and control of the subject Town land shall also approve such use of the land. The sale of any alcoholic beverages in a Town Building or on Town property shall only be authorized pursuant to a one-day license issued by the Select Board pursuant to M.G.L. c.138, Section 14. One-day licenses on Town land shall be subject to all the requirements in Section 105-1(A) and the following additional requirements:

- (1) One-day licenses shall only be issued to individuals or organizations under contract to utilize an entity possessing a caterer’s license for alcohol sales, pursuant to M.G.L. Chapter 138, Section 12C;
- (2) Age identifying nontransferable wristbands shall be provided to individuals seeking to purchase alcohol beverages
- (3) Applicants shall submit a sketch plan for the use of Town land as part of the application to the Select Board
- (4) The Select Board may, depending on the Town land, require that alcohol sales and consumption take place only in a location to be designated for this purpose on the site plan

For purposes of this Section 105-1, the phrase “Town of Milton” shall include any department, office, public body or other entity of the Town.

The requirements of this Section 105-1 shall exist independent of, and in addition to, any applicable requirements of law relating to Alcoholic Beverages, including without limitation Chapter 138 of the Massachusetts General Laws.

C. Whoever violates any provision of this section shall be fined an amount of \$300 for each offense.

and to authorize the Town Clerk to assign or amend chapter and section numbers; and act on anything relating thereto.

Submitted by the Select Board.

RECOMMENDED that the Town vote to approve the article as printed in the Warrant, except for the following:

- (1) § 105-1 B(2) shall read: Nontransferable wristbands shall be provided to individuals seeking to purchase or consume alcohol beverages
- (2) Insert the following into § 105-1 B: (5) The vendor shall post the product description, price, and Alcohol by Volume (ABV) for each product

COMMENT: This article will allow the Select Board to issue one-day liquor licenses in limited circumstances for consumption of alcohol on Town-owned land through application and issuance of one-day liquor licenses. The Warrant Committee recommends that Town Meeting vote in favor of the Article. The Warrant Committee believes that the Article provides sufficient flexibility and requirements for the safe implementation of the events, and the community will benefit from an increased range and engagement of community events and activities.

Prior to Town Meeting on February 24, 2025, the Bylaws prohibited the drinking, sale or possession of alcoholic beverages while in a building owned by the Town of Milton or upon land owned by the Town of Milton. At the Town of Meeting of February 24, 2025, Milton amended this bylaw to permit the drinking, sale or possession of alcoholic beverages while in a building owned by the Town of Milton, but not upon Town Land. Following the debate at the February 24, 2025 Town Meeting, the Select Board is requesting an amendment permitting the drinking, sale or possession of alcoholic beverages on Town Land.

The flexibility provided by this Article is primarily expected to be used in support of events organized by various organizations and groups in Town to be held at the Milton Art Center, Milton Wharf, Manning Park, and the Town Gazebo. The Select Board has stated it intends to issue authorizations pursuant to the Article in limited circumstances, numbering only a few discrete events per year. The Select Board believes the guidelines and provisions detailed in the Article provide protection for the community and flexibility for implementation depending on the size and location of the event.

The Warrant Committee has been in contact with both the Board of Health and the Milton Coalition, and their respective meeting schedules do not align with the print deadlines of the Warrant. Therefore, both groups were unable to provide an opinion on the proposed article. Of note, the Milton Coalition falls under the auspices of the Board of Health.

The Warrant Committee has also been in contact with The Chamber of Commerce and the Milton Art Center, who are both supportive of the Article. The Chamber of Commerce noted the historical track record of safe and successful events held at the Milton Art Center. The Milton Art Center believes the Article will enhance their mission of allowing the community to gather and connect at events (with necessary safeguards including ID verification, liability insurance, trained servers, police details, etc.).

The Warrant Committee has also engaged in conversation with a group of local Public Health professionals who expressed concerns that the proposed Article does not have enough specific provisions to adequately limit exposure and influence of alcohol on minors, which has demonstrable negative health impacts. This group of concerned citizens raised several specific concerns with the Article proposed by the Select Board including:

- 1) non-transferable wristbands shall be provided to identify all individuals 21 years old or older who seek alcoholic beverages*
- 2) applicants shall submit a sketch plan for the use of Town Land that delineates the area of alcohol storage, service, and consumption as part of the application to the Select Board*
- 3) Select Board shall require that a designated location for alcohol sales and consumption be established and marked by signage, and shown on the sketch plan, where individuals under 21 years of age are not allowed and in which all alcoholic beverages shall remain*
- 4) advertising for alcohol products shall be limited to the Alcohol Service Area (if applicable) and shall include the product description, price, and Alcohol by Volume (ABV) for each product*
- 5) no such one-day licenses shall be issued for Town Land that includes playground and/or children's play space areas*
- 6) food and non-alcoholic beverages shall be provided and applicants shall submit the menu for the food to be served as part of the application to the Select Board*
- 7) cups for alcoholic beverages that are easily distinguishable from cups for non-alcoholic beverage cups shall be used*
- 8) individuals may not be provided with more than two (2) alcoholic beverages at one time*
- 9) one-day licenses shall only be issued to individuals or organizations under contract to utilize an entity possessing a caterer's licenses for alcohol sales*

The Article recommended by the Warrant Committee includes provisions fully or partially covering the items outlined above except items 5, 6, and 7. Items 5, 6, and 7 were considered by both the Warrant Committee and the Select Board but were not included in the language of the Article in order to give the Board the flexibility to apply restrictions and requirements appropriate for each event. The Article gives the Select Board the discretion to approve or deny a license based on these items as well as on the unique parameters for each event, which may include expected attendance, the audience, hours, and location.

ARTICLE 8 To see if the Town will vote to amend the General Bylaws by inserting the following new bylaw, Chapter XX Protection Against Light Trespass:

PURPOSE

The purpose of this Chapter XX is to protect a Person from the intentional and unintentional Light Trespass caused by another Person.

DEFINITIONS

“Glare” intense and blinding light emitted by a Luminaire that reduces visibility and creates visual discomfort and/or momentary visual impairment. Discomfort Glare causes a nuisance due to overly bright light sources in the field of view. Disability Glare causes interference in the visual process and impairs the viewer’s vision.

“Illuminance” measured in Lux or footcandles, the total luminous flux incident at a point on a surface.

“Lamp” means the bulb or other light-emitting portion of a Luminaire, not inclusive of any reflective or refractive optics used to direct light.

“Light Trespass” means a condition in which artificial light emitted from a Luminaire on one property is directed in such a manner that the light source or glare is visible from any other property and constitutes a public hazard or a nuisance.

“Lumen” is a unit of measurement that quantifies the total amount of visible light emitted by a light source, with higher lumen values indicating a brighter light.

“Luminaire” means a complete lighting assembly, consisting of a Lamp, housing, optic(s), and other structural elements, but not including any mounting pole or surface.

“Lux (lx)” The SI metric system unit of measure for Illuminance.

“Nuisance” the unreasonable, unwarranted and/or unlawful use of property, which causes inconvenience, disruption of enjoyment, or damage to others, either to individuals and/or to the general public.

“Person” means an individual, a member of a limited liability company, a partnership, or a corporation.

“Public hazard or nuisance” means lighting that, by virtue of its intensity, brightness, area of coverage, position or direction causes to adjacent property or occupants thereof visual discomfort or other physical harm or damage, or a substantial and unreasonable interference with the use and enjoyment of such property.

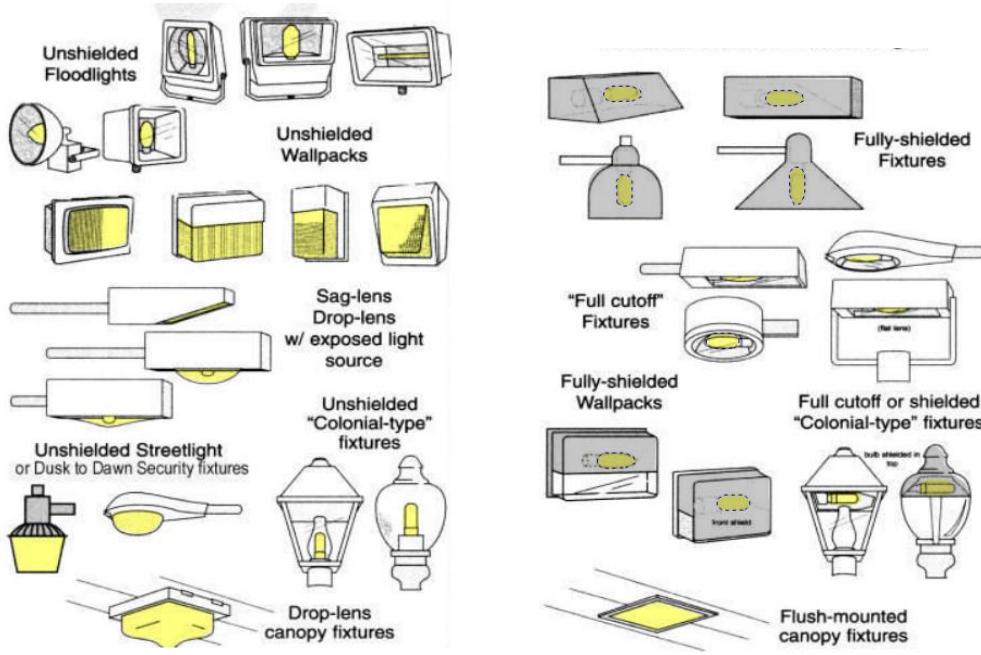
“Town” means the town of Milton, MA.

ENFORCEMENT

The Inspectional Services Department, or its designee, in their sole discretion, shall determine if a Light Trespass constituting a public hazard or nuisance exists.

1. Any complaint about Light Trespass shall be made to the Select Board office in writing with any additional material needed to determine that Light Trespass exists.

2. The Inspectional Services Department, or its designee, shall notify the property owner of its intention to review a complaint regarding Light Trespass at their property within ten (10) business days of receiving the complaint in writing.
3. Within forty-five (45) days of receiving the initial complaint the Inspectional Services Department, or its designee, shall conduct a site visit to review the complaint, observe conditions, take initial illumination measurements, and prepare a written summary of existing conditions.
 - a. During this timeframe the property owner may take steps to rectify the alleged Light Trespass and provide any documentation or response the property owner deems appropriate to prove there is no violation of Light Trespass.
 - b. The Inspectional Services Department, or its designee, shall take into consideration the following conditions, or any other information deemed appropriate to determine the outcome of the Light Trespass complaint:
 - i. Measurement of illumination at property line;
 - ii. Inspect Luminaire(s) in question:
 1. Control: Automatic (sensor, or timeclock) or Manual (switch);
 2. Type: Unshielded or Shielded (See table below);
 3. Direction: Towards complainant's property boundary;
 - iii. Excessive Glare; and
 - iv. Light Trespass levels must meet the following:
 1. Luminaire light sources shall not be visible from federal, state or Town designated wilderness, conservation area, habitat, or reserves, and Light Trespass shall measure no greater than 5 Lux;
 2. Light Trespass onto Waters of the United States shall measure no greater than 5 Lux;
 3. Light Trespass onto Residential Use property shall measure no greater than 10 Lux.
4. A condition determined by the Inspectional Services Department, or its designee, to constitute a public hazard or nuisance shall be in violation of this Bylaw. Persons found in violation shall have thirty (30) days to rectify the violation after which each additional day during which the violation exists shall constitute a separate offense or violation.



MEASUREMENT

The Inspectional Services Department, or its designee, shall take illumination measurements with an illuminance meter at five (5) boundary points. At each boundary point a vertical measurement shall be taken at approximately 5'-0" +/- aimed towards the luminaire. The illumination levels in lux shall be recorded. These shall represent the initial illumination (Ill_{init}) measurements.

The luminaire(s) in question should be turned off and the same five (5) boundary point measurements should be repeated. These measurements shall represent the corrected illumination (Ill_{corr}) measurements.

At each of the measured point, the differential ($Ill_{init} - Ill_{corr}$) shall be calculated to confirm the contributed illumination from the luminaire(s).

EXEMPTIONS

The following are exempt from compliance with all provisions of this Bylaw, except as noted:

1. Temporary emergency lighting, including vehicle-mounted luminaires, needed by the Police, Fire, and Public Works departments; Water District personnel; or other law-enforcement and emergency services.
2. Lighting employed during repairs of roads, utilities, and similar infrastructure, including unshielded lighting, provided that such lighting is deployed, positioned, and aimed such that to the extent possible the resulting glare and light trespass do not extend beyond the work area.
3. Any form of lighting whose use is mandated or otherwise governed by any legal jurisdiction with broader authority than that of the Town.
4. Temporary lighting for events sponsored by the Town or for which a license or other approval has been issued, such as concerts, fairs, and festivals.
5. A motion-activated luminaire that causes a nuisance but otherwise complies with this Bylaw.
6. Luminaires used to illuminate athletic fields or recreational facilities. Further, luminaires used to illuminate athletic fields, or recreational facilities must be turned off within one (1) hour after the end of play or by 10 p.m., whichever occurs sooner.

7. Seasonal Lighting where outdoor or site lighting that is portable, temporary, decorative, and used in connection with holidays and traditions. This includes but is not limited to string lighting, icicle lighting, and lighted inflatables, none of which are intended for general illumination.
8. Any pole-mounted flag illuminated at night, provided that these luminaires shall be installed and oriented so that their light output points directly toward the flag(s) and incorporates optics to create the narrowest possible beam.
9. Outdoor accent lighting of landscaping, monuments, plaques, and similar installations focused directly at the target so that the luminaire does not create a nuisance. Such lighting shall be designed and installed so that the luminaire points downward toward the target where possible, and emits no more light than is necessary for the task.

RELIEF

The Town shall have the right to bring a civil action to enforce the provisions of this Bylaw and to seek remedies as allowed by law, including, but not limited to injunctive relief, monetary damages; or other relief as directed by a court with jurisdiction over the matter.

PENALTY

Persons found in violation shall have thirty (30) days to rectify the violation after which each additional day during which the violation exists shall constitute a separate offense or violation.

A fine of three hundred dollars (\$300) may be assessed for each violation of this Bylaw. Each day such violation continues shall constitute a separate offense. Said money shall incur to the Town for such uses as the Select Board or Town Administrator may direct. Fines shall be recovered by indictment or on complaint before the District Court or by noncriminal disposition in accordance with M.G.L. c. 40, Section 21D.

The Select Board or its designee shall be the “enforcing person” for purposes of M.G.L. c. 40, Section 21D.

And to authorize the Town Clerk to assign or amend chapter and section numbers; and to act on anything relating thereto.

Submitted by the Select Board.

RECOMMENDED that the Town vote to amend the General Bylaws by inserting the following new bylaw, Chapter XX Protection Against Light Trespass:

PURPOSE

The purpose of this Chapter XX is to protect a Person from the intentional and unintentional Light Trespass caused by another Person.

DEFINITIONS

“Glare” intense and blinding light emitted by a Luminaire that reduces visibility and creates visual discomfort and/or momentary visual impairment. Discomfort Glare causes a nuisance due to overly bright light sources in the field of view. Disability Glare causes interference in the visual process and impairs the viewer’s vision.

“Illuminance” measured in Lux or footcandles, the total luminous flux incident at a point on a surface.

“Lamp” means the bulb or other light-emitting portion of a Luminaire, not inclusive of any reflective or refractive optics used to direct light.

“Light Trespass” means a condition in which artificial light emitted from a Luminaire on one property is directed in such a manner that the light source or glare is visible from any other property and constitutes a public hazard or a nuisance.

“Lumen” is a unit of measurement that quantifies the total amount of visible light emitted by a light source, with higher lumen values indicating a brighter light.

“Luminaire” means a complete lighting assembly, consisting of a Lamp, housing, optic(s), and other structural elements, but not including any mounting pole or surface.

“Lux (lx)” The SI metric system unit of measure for Illuminance.

“Nuisance” the unreasonable, unwarranted and/or unlawful use of property, which causes inconvenience, disruption of enjoyment, or damage to others, either to individuals and/or to the general public.

“Person” means an individual or any legal entity holding title to or using real property.

“Public hazard or nuisance” means lighting that, by virtue of its intensity, brightness, area of coverage, position or direction causes to adjacent property or occupants thereof visual discomfort or other physical harm or damage, or a substantial and unreasonable interference with the use and enjoyment of such property.

“Town” means the town of Milton, MA.

ENFORCEMENT

The Inspectional Services Department of Town, or its designee, in their sole discretion, shall be responsible for determining if a Light Trespass constituting a public hazard or nuisance exists, within Town limits, in accordance with this bylaw..

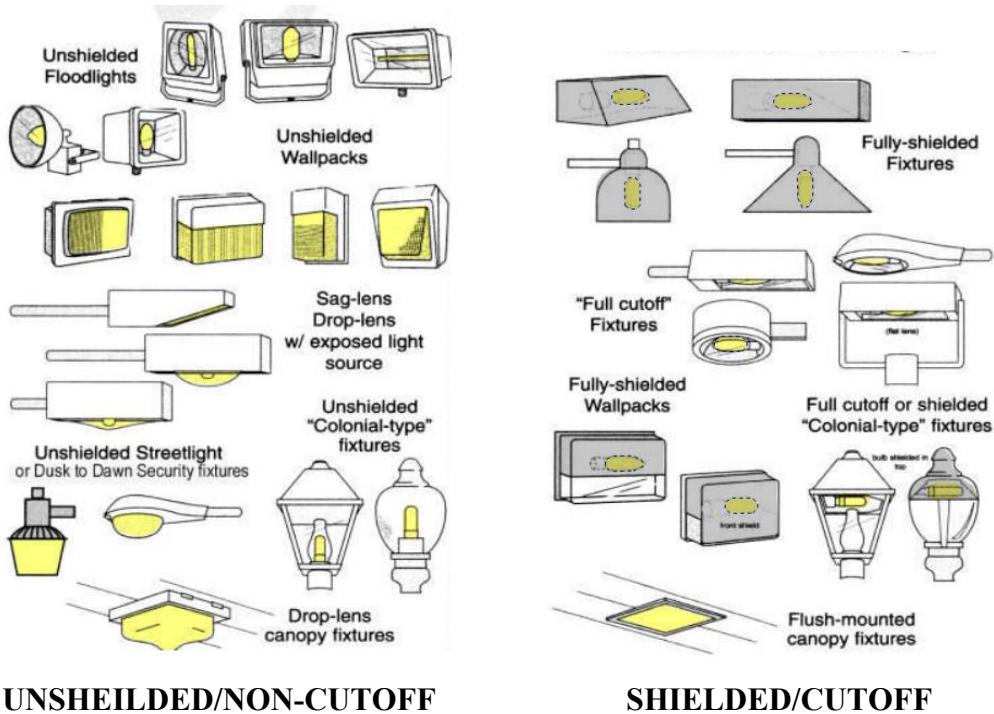
- 1. Any complaint about Light Trespass shall be made to the Inspectional Services Department with a copy to the Select Board in writing with any additional material needed to determine that Light Trespass exists.**
- 2. The Inspectional Services Department, or its designee, shall notify the property owner of its intention to review a complaint regarding Light Trespass at their property within ten (10) business days of receiving the complaint in writing.**
- 3. Within forty-five (45) days of receiving the initial complaint the Inspectional Services Department, or its designee, shall conduct a site visit to review the complaint, observe conditions, take initial illumination measurements, and prepare a written summary of existing conditions. Failure to determine a finding of public hazard or nuisance within the stated time period shall constitute a finding of no violation. Multiple concurrent complaints may be filed. Failure of the property owner to cooperate with the Inspection**

Services Department, or its designee, within this time period may be considered a violation.

- a. During this timeframe the property owner may take steps to rectify the alleged Light Trespass and provide any documentation or response the property owner deems appropriate to prove there is no violation of Light Trespass.
 - b. The Inspectional Services Department, or its designee, shall take into consideration the complaint, the property owner's arguments, and the following conditions, or any other information deemed appropriate to determine the outcome of the Light Trespass complaint:

 - i. Measurement of illumination at property line;
 - ii. Inspect Luminaire(s) in question:
 1. Control: Automatic (sensor, or timeclock) or Manual (switch);
 2. Type: Unshielded or Shielded (See table below);
 3. Direction: Towards complainant's property boundary;
 - iii. Excessive Glare; and
 - iv. Light Trespass levels must meet the following:
 1. Light Trespass onto Residential Use property shall measure no greater than 10 Lux.
4. The Inspectional Services Department, or its designee, shall determine if a condition constitutes a public hazard or nuisance in violation of this Bylaw, and upon so finding shall issue a written notice of violation to the property owner and each other responsible person (the "Initial Violation"). Persons found in violation shall have thirty (30) days to (a) rectify the violation and provide evidence of such remediation to avoid further findings of violation(s), or (b) appeal the Initial Violation to the Select Board. Appeal shall toll findings of continuing violation until thirty (30) days following the conclusion of the appeal. A finding by the Inspectional Services Department of no violation may be appealed within thirty (30) days to the Select Board by any person whose property is directly impacted by the finding.
5. Appeals shall be heard and decided by a committee of 3 individuals appointed by the Select Board for that purpose. The Committee shall hear the appeals and determine if the Initial Violation is reasonably justified by the findings of the Inspectional Services Department, or, in the event of a finding of no violation, if a violation occurred. Appeals shall be heard and decided within sixty (60) days of filing. If no decision is made within sixty (60) days the appeal is deemed denied.

In deciding the appeal the Committee may consider mitigating circumstances particular to the properties in question, and may make such orders reversing or affirming in whole or in part the finding of the Inspectional Services Department, and in so doing may authorize variances from the express requirements of this bylaw consistent with the intent and purpose of the bylaw.



UNSHEILEDDED/NON-CUTOFF

SHIELDED/CUTOFF

MEASUREMENT

The Inspectional Services Department, or its designee, shall take illumination measurements with an illuminance meter at five (5) boundary points. At each boundary point a vertical measurement shall be taken at approximately 5'-0" +/- aimed towards the luminaire. The illumination levels in lux shall be recorded. These shall represent the initial illumination (III_{init}) measurements.

The luminaire(s) in question should be turned off and the same five (5) boundary point measurements should be repeated. These measurements shall represent the corrected illumination (III_{corr}) measurements.

At each of the measured point, the differential ($III_{init} - III_{corr}$) shall be calculated to confirm the contributed illumination from the luminaire(s).

EXEMPTIONS

The following are exempt from compliance with all provisions of this Bylaw, except as noted:

1. Temporary emergency lighting, including vehicle-mounted luminaires, needed by the Police, Fire, and Public Works departments; or other law-enforcement and emergency services.
2. Lighting employed during repairs of roads, utilities, and similar infrastructure, including unshielded lighting, provided that such lighting is deployed, positioned, and aimed such that to the extent possible the resulting glare and light trespass do not extend beyond the work area.
3. Any form of lighting whose use is mandated or otherwise governed by any legal jurisdiction with broader authority than that of the Town.
4. Temporary lighting for events sponsored by the Town or for which a license or other approval has been issued, such as concerts, fairs, and festivals.
5. A motion-activated luminaire that temporarily causes an incidental and limited nuisance.

6. Luminaires used to illuminate athletic fields or recreational facilities. Further, luminaires used to illuminate athletic fields, or recreational facilities must be turned off within one (1) hour after the end of play or by 10 p.m., whichever occurs sooner.
7. Seasonal Lighting where lighting is portable, temporary, decorative, and used in connection with holidays and traditions. This includes but is not limited to string lighting, icicle lighting, and lighted inflatables, none of which are intended for general illumination.
8. Any pole-mounted flag illuminated at night, provided that these luminaires shall be installed and oriented so that their light output points directly toward the flag(s) and incorporates optics to create the narrowest possible beam.
9. Outdoor accent lighting of landscaping, monuments, plaques, and similar installations focused directly at the target so that the luminaire does not create a nuisance. Such lighting shall be designed and installed so that the luminaire points downward toward the target where possible and emits no more light than is necessary for the task.

RELIEF

The Town shall have the right to bring a civil action to enforce the provisions of this Bylaw and to seek remedies as allowed by law, including, but not limited to injunctive relief, monetary damages; or other relief as directed by a court with jurisdiction over the matter.

PENALTY

Absent an appeal, persons found in violation shall have thirty (30) days to rectify the violation after which each additional day during which the violation exists shall constitute a separate offense or violation.

A fine of three hundred dollars (\$300) may be assessed for each violation of this Bylaw following the Initial Violation. Each day such violation is redetermined shall constitute a separate offense. Said money shall incur to the Town for such uses as the Select Board or Town Administrator may direct. Fines shall be recovered by indictment or on complaint before the District Court or by noncriminal disposition in accordance with M.G.L. c. 40, Section 21D.

The Select Board or its designee or the Building Commissioner or their designee shall be the “enforcing persons” for purposes of M.G.L. c. 40, Section 21D.

And to authorize the Town Clerk to assign or amend chapter and section numbers.

COMMENT: Milton is a vibrant and diverse community, with neighborhoods that vary widely in density, property size, and living arrangements. This Article helps establish commonly acceptable standards for outdoor lighting so that neighbors have a clear and fair understanding of what is appropriate and respectful in different settings. Importantly, the Article is not intended to stop property owners from having reasonable uses of lighting on their property, but rather to prevent the unreasonable nuisance of light trespass that disrupts the enjoyment and use of neighboring homes and property. In short, it seeks to protect residents from intrusive or excessive lighting that constitutes a public hazard or nuisance.

Earlier versions of this article were considered in the February and May 2025 Town Meetings but were referred back for refinement. The revised version reflects important improvements, including an appeals process to ensure fairness and clearer exemptions for certain reasonable lighting situations — such as

holiday lights, emergency lighting, or other temporary uses — that may create light levels spilling onto another property but are widely understood to be acceptable. While there are many important opinions and factors to hear and consider when it comes to dark sky provisions, we felt it was important to focus this article specifically on light trespass — an issue that is more immediate and more practical for the Town to advance into an acceptable bylaw at this time.

In our deliberations, the Warrant Committee discussed several key issues:

- *The need for an appeals process to provide fairness and balance, which is now reflected in the updated language.*
- *The appropriate level of lighting, with the Committee agreeing that the recommended 10 lux standard is reasonable as a starting point — even though research into other municipalities showed most use lower thresholds — because it provides a workable baseline for Milton while still addressing nuisance concerns.*
- *The treatment of motion-activated lighting, recognizing the importance of incidental and temporary security lighting for residents.*
- *The impact of enforcement, since inspection of alleged violations will require town staff to visit properties after dusk and obtain some degree of cooperation from the homeowner. We recognize this is a new inspection process for the Town, but we trust that residents and staff will work together in good faith to resolve disagreements in a reasonable and respectful manner that protects the interests of all involved.*

The Warrant Committee believes this article strikes an appropriate balance: it provides a clear process to address legitimate complaints while preserving flexibility for everyday situations such as seasonal decorations, motion-activated lights, or town-sponsored events.

We believe the article represents a thoughtful and practical step toward protecting quality of life in Milton. While certain aspects may evolve over time, this framework provides a fair and enforceable starting point. The Warrant Committee strongly recommends adoption. If the Town or Select Board wishes to further consider dark sky provisions in the future, the Warrant Committee stands ready and willing to review and provide recommendations.

Please note that the Warrant Committee, working with Town Counsel, made a number of changes to the article as submitted by the Select Board. The discussion at Town Meeting will begin with the recommendation of the Warrant Committee.

The changes made by the Warrant Committee are:

- *Definition section:*
 - *Change to the definition of “Person” based on the advice of Town Counsel*
- *Enforcement Section*
 - *Wording change in the preface*
 - *The complaint is sent to the Inspectional Services Dept with the Select Board copied, not the Select Board*
 - *A failure to find a violation in the required time means there is no violation*
 - *Allowance of multiple complaints*

- o *Refusal of the property owner to cooperate with the inspection may lead to finding of a violation*
- o *The investigation will consider the complaint and the argument of the property owner when determining violation*
- o *Removed the requirement that light sources not be visible from federal, state or Town designated wilderness, conservation area, habitat, or reserves*
- o *Removed the lux levels pertaining to federal, state or Town designated wilderness, conservation area, habitat, or reserves or Waters of the United States*
- o *Modified the wording of the finding of the Initial Violation, and added a procedure for appeals, in consultation with the Select Board, Town Administrator and Town Counsel*
- *Exemptions*
 - o *Changed the note on emergency lighting to match Milton departments*
 - o *Clarified that motion activated lights can temporarily cause an incidental and limited nuisance*
 - o *Removed superfluous words from the seasonal lighting description*
- *Penalty*
 - o *Added reference to the appeal process*
 - o *Note that additional violations require redetermination of a violation*
 - o *Modified definition of “enforcing persons”*

ARTICLE 9 To see if the Town will vote to amend the Zoning Bylaw, Chapter 275 of the Code of Bylaws, by amending §275-20 Traffic Impact Mitigation as follows with all deleted language shown as being stricken-through, and all added language shown as being underlined:

§ 275-20.1. [Findings.]

In a Planned Unit Development District, ~~or in an Overlay District or a Residence District~~ where a special permit is required, ~~or in a Business District where site plan approval is required, in either event~~, for the construction or alteration of a ~~principal use structure~~ that will result in the increase in gross floor area by more than 10% of existing floor area or that will require the addition of 10 or more parking spaces to a property or that will result upon full completion in 7,500 square feet or more of gross floor area, the Special Permit Granting Authority ("SPGA")~~—or the site plan approval granting authority, as applicable~~, may require mitigation measures and/or a monetary contribution from applicants to mitigate or offset a development's transportation impacts.

§ 275-20.2. Purpose.

The purpose of Traffic Impact Mitigation ("TIM") is to protect the health, safety and general welfare of the ~~inhabitants~~ residents, businesses, and other establishments of the Town of Milton.

§ 275-20.3. Development Traffic Impact Standards.

Standards by which a project subject to TIM shall be evaluated relative to its impact upon Milton's traffic infrastructure shall include:

- A. Level of Service ("LOS") of all intersections and roads shall be adequate following project development and shall be determined according to criteria set forth by the Transportation Research Board ("TRB") of the National Research Council. LOS shall be determined inadequate if a development reduces the LOS more than one level below the existing grade prior to the development~~, and in any case, the LOS shall never be below a "C" for Scenic Roads or a "D" for all other new or existing intersections.~~
- B. An Impacted Intersection shall be any intersection or intersections projected to receive at least 60 additional vehicle trips during peak hour traffic over the no-build condition or intersections projected to receive an additional 5% of anticipated daily or peak hour traffic over the no-build condition due to the contribution of traffic by the proposed development.

§ 275-20.4. Determination of Traffic Impact.

An application for a special permit or site plan approval for a project subject to TIM shall include, ~~as compliance together with all other special permit application or site plan approval application submission requirements, for the applicable Planned Unit Development or Overlay District~~ a Traffic Impact Statement, which shall be prepared by a qualified MA Registered Professional Engineer specializing in traffic that shall include the following:

- A. A Traffic Impact Assessment documenting existing traffic conditions in the vicinity of the proposed project, accurately describing the volume and effect of the projected traffic generated by the proposed project, and identifying measures necessary and sufficient to mitigate any adverse impacts on existing traffic conditions.

- (1) Determination of Scope: prior to preparing the Traffic Impact Assessment, the Applicant's Professional Engineer shall meet with the Town Engineer, to review the proposed scope of the Traffic Impact Assessment, including the identification of the "project impact area," to be studied, which shall include all impacted intersections and streets likely to be significantly affected by the proposed project, as defined above. The Town Engineer shall provide a written statement to the SPGA or the site plan approval granting authority, as - regarding applicable, regarding his/her concurrence or disagreement with the proposed scope, and the reasons for his/her opinion, which shall be provided to the Applicant and included with the Traffic Impact Assessment.
- (2) Existing Traffic Conditions: the Traffic Impact Assessment shall measure and assess average and daily peak hour volumes, average and peak speeds, sight distances, accident data, and levels of service (LOS) of all intersections and streets within the project impact area. Generally, such data shall be no more than 12 months old at the date of the application, unless other data are specifically approved by SPGA or the site plan approval granting authority, as - with applicable, with the recommendations of the Town Engineer.
- (3) Projected Traffic Conditions: the Traffic Impact Assessment shall include projected traffic conditions for the design year of occupancy, including statement of the design year of occupancy, estimated background traffic growth on an annual average basis, and impacts of other proposed developments that have been approved in whole or in part by the Town which will affect future traffic conditions. If a proposed principal use is not listed in the criteria established by the TRB, the SPGA or the site plan approval granting authority, as applicable, may approve the use of trip generation rates for another use listed that is similar in terms of traffic generation to the proposed use. If no use is similar, a traffic generation estimate, along with the methodology used, prepared by a registered professional traffic engineer, shall be submitted and approved by the SPGA or the site plan approval granting authority, as applicable.
- (4) Projected Impact of Proposed Development: the Traffic Impact Assessment shall include the projected peak hour and daily traffic generated by the development on the roads and ways in the project impact area, sight lines at the intersections of the proposed driveways and streets, existing and proposed traffic controls in the vicinity of the proposed development, and projected post-development traffic volumes and levels of service of intersections and roads likely to be affected by the proposed development.
- (5) Traffic Mitigation Measures: the Traffic Impact Assessment shall propose specific measures to be undertaken by the Applicant in order to mitigate the impacts of the proposed development and to ensure that current traffic conditions and LOS are not adversely effected affected by the project. Also, the Traffic Impact Assessment shall consider both on site onsite and off site off-site mitigation measures, to include but are not limited to new traffic control signals, increase in right of way capacity via widening roads, or other right of way or intersection improvements. The proposed mitigation measures, if approved by the SPGA, or the site plan approval granting authority, as applicable, shall become conditions of the special permit or site plan approval.

B. The SPGA or the site plan approval granting authority, as applicable, shall have the option to require a peer review of the Traffic Impact Statement by a Registered Professional Traffic Engineer of its choosing at the Applicant's expense.

§ 275-20.5. Establishment of TDM Goals and Requirements:

The SPGA or the site plan approval granting authority, as applicable, Planning Board shall have the discretion to strongly encourage at least one or more Transportation Demand Management (TDM) programs to reduce peak hour volumes, as listed below:

- A. Provide staggered work hours (one hour increments) for at least 10% of the non-management work force.
- B. Provide preferential parking locations for all employees arriving in a car pool comprised of at least two licensed drivers.
- C. Provide a cash incentive for all car pools of two or more licensed drivers. Said incentive shall be at least 40 dollars per month per car pool.
- D. Provide a shuttle or van service to and from public transportation terminals. Said service must have the capacity to accommodate at least 10% of the employees on the largest shift.
- E. Provide a work at home option for at least one day per week for at least 10% of the total work force.
- F. Provide subsidized public transportation passes of at least 20% of the monthly pass cost.
- G. Provide secure and safe bicycle parking and storage.
- H. Provide showers and lockers for bicyclists.
- I. Provide a public bicycle sharing program
- J. Provide connectivity between adjacent bike storage sites and bike pathways.
- K. Provide a fully connected sidewalk network.
- L. Provide bicycle lanes.
- M. Provide other programs designed by the applicant and approved by the SPGA or the site plan approval granting authority, as applicable, Planning Board in lieu of or in addition to those listed above.

§ 275-20.6. Mitigation Payments.

- A. In lieu of or in addition to the Applicant performing all or part of the mitigation measures which have been made a condition of the special permit or site plan approval, the SPGA or the site plan approval granting authority, as applicable, may require the Applicant to make a contribution into a Traffic Safety and Infrastructure Revolving Fund (the "Fund") of an amount at its discretion equal to a maximum of:
 - (1) \$300 per parking space for any commercial, manufacturing, or retail use.
 - (2) \$300 per loading dock for any distribution or warehouse facility.
 - (3) \$450 per residential unit.
- B. The Fund shall be held separate and apart from other moneys by the Town Treasurer. Any money in said Fund shall be expended only by majority vote of the Planning Board and Select Board and in accordance with the provisions of the Fund and the Requirements for Monetary Contributions

specified herein. The Fund may be used for the implementation of a Complete Streets program, traffic calming measures, maintenance and improving of traffic regulation and control, road improvements (including widening), traffic control signals, street lighting, pedestrian and bike improvements, sidewalks and other public improvements related to traffic safety. The cost of land takings necessary to accomplish any of the purposes listed herein shall be considered a proper purpose for the expenditure of money from this Fund. No money in this Fund shall be used for any purpose not included or directly related to the purposes listed above. Further, money paid by a specific applicant for a special permit or site plan approval under this section shall only be spent on mitigation measures related to said development, and specified as conditions in the special permit.

- C. Per written request of the Applicant, the SPGA or the site plan approval granting authority, as applicable, may allow the Applicant to directly implement a portion of the proposed mitigation measures identified in the Traffic Impact Assessment, and which have been made conditions of the special permit or site plan approval. The costs of those measures, itemized by cost category, as certified by the Town Engineer and approved by the SPGA, or the site plan approval granting authority, as applicable, shall be credited to the Applicant's payment to said Traffic Safety and Infrastructure Fund, and said payment shall be reduced by the certified amount.
- D. Funds: Potential uses of funds: Funds may only be used if the expenditure directly relates to the impact created by the development to which it applies. Funds may not be used to pay for existing deficiencies unless the deficiencies are increased by the new development. Requirements for Monetary Contributions: The SPGA or the site plan approval granting authority, as applicable, must:
 - (1) Establish a clear and proximate link between the impact of a development on the transportation network and how the mitigation funding will be used to remedy that impact;
 - (2) Establish a clear and well-defined process to monitor progress and compliance towards established goals.
 - (3) Specify a timeframe for the use of mitigation revenue and determine a process to return unspent sums of money outside of the established time frame.
 - (4) Hold the revenue in a specifically identified account that is monitored and reported on.
 - (5) Ensure a clear transfer of responsibility in the event of a change of ownership.

§ 275-20.7. Completion of Mitigation Measures.

A. No building permit shall be issued to an Applicant for a Special Permit or a site plan approval under this section until surety has been established in a sum sufficient to ensure completion of mitigation measures required by the SPGA or the site plan approval granting authority, as applicable, in the form of a 100% performance bond, irrevocable letter of credit, or escrow agreement. The sum of said surety shall be established by the SPGA, or the site plan approval granting authority, as applicable, with input from the Town Engineer, and be approved as to proper form and content by the Town's Treasurer.

B. No occupancy permit, permanent or temporary, shall be issued to an Applicant for a Special Permit or a site plan approval under this section until all required mitigation measures described in the Traffic Impact Statement and specified as conditions in the Special Permit or site plan approval have met the following conditions:

- (1) All required Mitigation Payments are received by the Town Treasurer.
- (2) All mitigation measures have been certified by the Town Engineer as complete and all public improvements have been accepted by the Town of Milton or the Commonwealth of Massachusetts, whichever is applicable;
- (3) All design, construction, inspection, testing, bonding and acceptance procedures have been followed and completed in strict compliance with all applicable public standards and have been certified by the Town Engineer.

C. If the Applicant fails to complete any required mitigation, the Town shall be authorized to complete such measures with the surety payments and with the Mitigation Payments to the extent required. Any expenditure by the Town of Mitigation Payments associated with correcting applicant's deficiencies shall be refunded to the Town by the Applicant prior to issuance of an occupancy permit, permanent or temporary.

And to authorize the Town Clerk to assign or amend chapter and section numbers and titles; and to act on anything relating thereto.

Submitted by the Planning Board.

RECOMMENDED that the Town vote to approve the article as printed in the Warrant.

COMMENT: This Article seeks to amend the Zoning Bylaw. This bylaw addressing Traffic Impact Mitigation was originally passed by Town Meeting at a Special Town Meeting in October, 2018. This amendment:

1. *Ensures the requirements for Traffic Impact Mitigation apply to projects in business districts. The original version of this bylaw did not include this, which was an oversight.*
2. *Incorporates the updated Site Plan Approval bylaw that was passed at the annual Town Meeting in May of 2025 by updating the text to reflect that a project could be subject to a Special Permit or to Site Plan Approval, depending on the project.*
3. *Strikes the requirement that the Level of Service (LOS) shall never be below a "C" for Scenic Roads or a "D" for all other new or existing intersections. The Town has existing intersections that are below these thresholds, so this requirement is overly restrictive.*
4. *Strikes the requirement that the Special Permit or Site Plan Approval include conditions for how funds are spent. This change allows more flexibility to address traffic situations after projects are built, rather than mandating changes based upon predicted impacts.*

The Planning Board held a public hearing for this zoning bylaw amendment on September 11, 2025 and there were no comments.

The Warrant Committee believes these changes bring this Bylaw up to date by correcting previous oversights and by reflecting the changes that have happened in Town since the Bylaw was originally written.

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Town of Milton
525 Canton Ave
Milton, MA 02186

**Town Meeting will be held on
Monday, October 27, 2025
Beginning at 7:30 p.m.**

PRSRT STD
U.S. POSTAGE
PAID
PERMIT NO.
59792
BOSTON, MA

The Milton High School auditorium
is reserved for additional Town Meeting
sessions at 7:30 p.m. on:
Tuesday, October 28
Wednesday, October 29.

Milton Select Board
Draft Goals and Objectives
Adopted by the Select Board: [REDACTED]

- Financial Stability
 - Adopt Financial Policies for Reserves, Capital Planning, and Debt Management by December 2025.
 - Maintain and communicate regarding the Town's long-term financial plan
 - Develop fiscal year budgets that strive to maintain services while recognizing the Town's revenue limitations
 - Ensure that staff pursue available grant opportunities to leverage state and federal tax dollars
 - Maintain and continue efforts to expand/grow Payment in Lieu of Taxes (PILOT) program.
- Economic Development Opportunities
 - Assess the viability of current economic development opportunities
 - Complete an Economic Development Plan, including allocating funds for consultant assistance for a plan if necessary
 - Establish a new committee regarding Economic Development or request that the Master Plan Committee (if established by the October Special Town Meeting) have a key focus on economic development
 - Allocate funding for a new Housing Production Plan
 - Monitor and implement traffic calming measures to improve safety of all road users
- Town Farm: As Trustees of the Governor Stoughton Trust, work to finalize a lease agreement with the Milton Partnership for Community Reinvestment, LLC, in accordance with the terms of the Request for Proposals.
- Complete the Fire Station Projects by bringing approval for the Atherton Street Station to Town Meeting and Voters by Fall 2026/Spring 2027
- Determine future use of the existing East Milton Fire Station property (525 Adams Street).
 - If the select board elects to dispose of the property (sale or lease), develop a Request for Proposals and begin disposition process by June 30, 2026.
 - If the Select Board elects to keep it as a Town facility, develop a long-term maintenance plan and a plan for the long-term use of the building by June 30, 2026.
- Support the School Committee and School Building Committee through the MSBA process for a school project to address overcrowding issues in Milton Public Schools

Milton Select Board
Draft Goals and Objectives
Adopted by the Select Board: [REDACTED]

- Department and Employee Engagement
 - Continue to invite a Department Head to a Select Board Meeting on an at least monthly basis for Department updates
 - Continue to develop approaches and programs designed to promote the Town's effort to recruit and retain a talented workforce
- Board and Committee Training
 - Develop an orientation process for new Select Board Members
 - Develop a board and committee member training to occur once per year
- Select Board Policies / Code of Conduct
 - Facilitate implementation of a code of conduct for elected and appointed boards/committees
 - Develop a Communication Policy for the Board by December 2025
 - Conduct a Select Board retreat each June and have quarterly discussion regarding progress toward established goals
- Improve Town Communications
 - Establish and maintain a webpage regarding ongoing large development projects and housing opportunities
 - Improve efforts to communicate information regarding Town capital improvement projects and planning initiatives
- Monitor and share information regarding the Federal government's actions and impact on the Town, Milton Public Schools, and our community.
- Support the Equity and Justice for All Committee's work to improve Town programs and policies
- Support the Climate Action Planning Committee's work and strive to achieve Climate Leaders status by June 30, 2026.



Town of Milton

TOWN OFFICE BUILDING
525 CANTON AVENUE
MILTON, MASSACHUSETTS

TEL 617-898-4846

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Lorie Komlyn

Applicant's Address: 215 Adams Street, Milton, MA 02186

Applicant's Contact Information: 617-696-1815 Telephone # L.komlyn@forbeshousemuseum.org E-Mail Address

Organization Name: Forbes House Museum

Name of Event: Adventures in Whisky: A Global Tasting Experience

Description of Event: A special whisky tasting event at the Forbes House Museum

The Applicant is: Non-profit Organization or For Profit Organization

Date of Event: Friday, November 14

Hours of Event: 6:00 - 8:00pm

Location of Event: Forbes House Museum

Number of Participants: 40

License For: All Alcoholic Beverages - Issued only to a non-profit organization
 Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: _____

SIGNATURE: _____
Chief of Police

SIGNATURE: _____
Town Administrator on behalf of Select Board

APPLICANT'S SIGNATURE: Lorie Komlyn **Date:** 10/10/2025

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.