

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TOWN OF CHELMSFORD
AND
CHELMSFORD TELEMEDIA CORPORATION**

WHEREAS, pursuant to M.G.L. c. 166A, the Town of Chelmsford has signed Cable License Agreements with Comcast of Southern New England effective April 1, 2016, through March 31, 2024, and with Verizon New England effective November 1, 2009, through October 31, 2024, to individually operate and maintain a Cable Television System within the Town of Chelmsford,

WHEREAS, each said Cable Television System shall include three channels for Public, Educational, and/or Governmental (PEG) Access programming, and

WHEREAS, each said Cable License Agreement provides that an Access Corporation, as designated by the Issuing Authority of the Town of Chelmsford, shall be responsible for making PEG Access facilities and equipment available to the residents of the Town, and

WHEREAS, according to the provisions of M.G.L. c.44, s.53F112, Town Meeting voted to establish and fund a separate account classified as an "Enterprise Fund" to establish a Chelmsford TeleMedia Department to provide PEG Access programming in the Town of Chelmsford beginning in Fiscal Year 2017, and

WHEREAS, the staff of the Chelmsford TeleMedia Department are employees of the Town of Chelmsford, and

WHEREAS, Chelmsford TeleMedia Corporation, formerly named the Cable 43 Educational Foundation, Inc., was incorporated in 1984 for the purpose of supporting local television programming efforts in the Town of Chelmsford, and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Chelmsford to designate Chelmsford TeleMedia Corporation as the Access Corporation, and

WHEREAS, Chelmsford TeleMedia Corporation owns the equipment, vehicles, and other assets purchased before July 1, 2016, to provide PEG Access programming, and

WHEREAS, the Town of Chelmsford owns the equipment, vehicles, and other assets purchased on or after July 1, 2016, excluding any equipment specifically purchased by Chelmsford TeleMedia Corporation to provide PEG Access programming,

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

Section 1. Designation

Pursuant to Article 6 of the Cable License Agreement by and between the Town of Chelmsford (“the Town”) and Comcast of Southern New England (“Comcast”), dated March 21, 2016, and pursuant to the provisions of Article 5 of the Cable License Agreement granted to Verizon New England (“Verizon”) effective November 1, 2009, the Board of Selectmen, as Issuing Authority of the Town, hereby designates the Chelmsford TeleMedia Corporation (“Chelmsford TeleMedia”), a nonprofit corporation organized under M.G.L. c. 180, with a business address of 75 Graniteville Road, Chelmsford, MA 01824, as the Town’s Access Corporation, authorizing said Access Corporation to oversee operations of the Chelmsford TeleMedia Department and the Cable System’s public, educational, and governmental (PEG) Access Channels, and to provide those services as generally described in the Cable License Agreements, and herein contained within Section 3.

Section 2. Term of Designation

The term of this designation as Access Corporation shall commence on the date of signing and continue until March 31, 2024, unless sooner terminated as provided herein or surrendered.

Section 3. Access Corporation Services

The Access Corporation shall provide advisory oversight of the staff, facilities, equipment, and all operations of the Chelmsford TeleMedia Department, which in turn shall provide services to citizens, businesses, government entities, and organizations within the Town as follows:

- (1) Schedule, operate and program the system-provided PEG Access channels;
- (2) Produce and televise governmental programming so as to include the broadcast of all Board of Selectmen and School Committee meetings unless otherwise instructed, all sessions of Town Meeting, and other municipal meetings and functions as instructed by the Town Manager or his/her designated representative, providing that such notice is given at least twenty-four (24) hours in advance and that sufficient Chelmsford TeleMedia Department resources exist to accommodate such requests;
- (3) Provide ancillary audio/visual services for televised governmental programs;
- (4) Monitor annual funding provided by Comcast and Verizon, as described in Section 4 of this Memorandum of Agreement, and submit an annual budget to the Issuing Authority according to the timetable established by the Town Manager;
- (5) Recommend the purchase and/or lease of equipment, with the funds allocated for such purposes as described in Section 5 of this Memorandum of Agreement;

- (6) Conduct training programs in the skills necessary to produce PEG Access programming;
- (7) Provide technical assistance and production services to PEG Access Users;
- (8) Establish rules, procedures, and guidelines for use of Chelmsford TeleMedia Department's equipment and the PEG Access Channels;
- (9) Provide publicity, fundraising, outreach, referral, and other support services to PEG Access Users;
- (10) Assist PEG Access Users in the production of programming of interest to Cable Television System subscribers and focusing on Town issues, events, and activities; and
- (11) Accomplish such other tasks relating to the operation, scheduling, and/or management of the PEG Access channels, facilities, and equipment as appropriate and necessary.

Section 4. Annual Support for PEG Access

Comcast shall provide to the Town quarterly payments equal to four and one-half percent (4.5%) of the Licensee's gross annual revenues related to cable-television services. Verizon shall provide to the Town quarterly payments equal to four and one-half percent (4.5%) of the Licensee's gross annual revenues related to cable-television services. These payments will be deposited in the Enterprise Fund established for the Chelmsford TeleMedia Department and be used for, among other things, salary, operating, and other related expenses connected with PEG Access programming and operations.

Section 5. PEG Access Facilities Funding

For the duration of its Cable License Agreement, Comcast will make annual payments of Forty-Two Thousand Dollars (\$42,000.00) to the Town, to be used for the purchase and/or lease of PEG Access equipment and facilities.

Verizon has provided the Issuing Authority and/or the Access Corporation Twenty-Seven Thousand Dollars (\$27,000.00) annually during the first five years of its contract for the support of the production of local PEG Access Programming and/or other cable-related purposes. For the duration of its Cable License Agreement, Verizon will pay the Town Forty-Six thousand Eight Hundred Dollars (\$46,800) on or before the sixth (6th) through fifteenth (15th) anniversaries of the Effective Date provided, however, that the final payment shall be made on or before September 1, 2024, to be used for the support of the production of local PEG Access Programming and/or other cable-related purposes.

Section 6. PEG Access Equipment

The Chelmsford TeleMedia Department shall manage and maintain all PEG Access equipment purchased with funding as provided in Section 5 supra.

The ownership of all equipment owned by Chelmsford TeleMedia and relating to PEG Access programming in the Town of Chelmsford is hereby transferred to the Town effective as of July 1, 2016.

Section 7. Insurance

At all times during the term of the Memorandum of Understanding, including the time for removal of facilities provided for herein, the Access Corporation shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

- (1) A general commercial liability policy naming the Town, its officers, boards, commissions, agents, and employees including its designated members of the Access Corporation's Board of Directors as provided in Section 13 herein, as additional insureds and save them harmless on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, or operation of all PEG Access equipment or facilities, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for injury or death to two (2) or more persons in any one occurrence.
- (2) A property damage insurance policy naming the Town, its officers, boards, commissions, agents, and employees including its designated members of the Access Corporation Board of Directors as provided in Section 13 herein, as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance, or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for damage to the property of two (2) or more persons in any one occurrence.
- (3) Directors and Officers insurance adequate to fully indemnify each member of the Access Corporation's Board of Directors and officers against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him or her in connection with the defense or disposition of any action, suit, or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of any act, error, or

omission which occurred, or was alleged to have occurred, while he or she served as a Director or officer, except with respect to any matter as to which he or she shall have been adjudicated not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Access Corporation.

- (4) The following conditions shall apply to the insurance policies required herein:
 - (a) Such insurance shall commence no later than the Effective Date of the Memorandum of Understanding.
 - (b) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State of Massachusetts.
 - (c) The Access Corporation's failure to procure or maintain the required insurance shall constitute a material breach of this Memorandum of Understanding under which the Town may suspend operations under this Memorandum of Understanding in accordance with Section 15 of this Agreement.
- (5) The Access Corporation shall submit to the Issuing Authority, or its designee, upon request, copies of all current certificates of insurance regarding all insurance policies as required herein.

Section 8. Nondiscrimination

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

Section 9. Corporate By-laws

The Access Corporation shall operate within established By-laws which shall be filed with the Issuing Authority.

Section 10. Recordkeeping

Upon request of the Issuing Authority, the Access Corporation shall promptly submit to the Town any information regarding the Access Corporation, its business and operation, and/or any Affiliated Person, with respect to the Cable Television System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Memorandum of Understanding, that may be reasonably required to establish the Access Corporation's compliance with its obligation pursuant to this Memorandum of Understanding.

The Access Corporation shall provide the Issuing Authority with all other reports required by State and/or federal law.

Section 11. Chelmsford TeleMedia Department Staff

The staff of the Chelmsford TeleMedia Department shall be employees of the Town and covered by the Town of Chelmsford Personnel Rules and Regulations. The Access Corporation shall make recommendations concerning the hiring, evaluating, compensation, and termination of said staff, subject to the approval of the Town Manager.

Section 12. Termination

In the event that Chelmsford TeleMedia fails to comply with any material provision of this Memorandum of Agreement, the Issuing Authority may revoke the designation as Access Corporation granted herein. Chelmsford TeleMedia shall be provided thirty (30) days notice of the Issuing Authority's intention to terminate this Agreement in order to take necessary steps to bring itself into compliance with this Agreement prior to termination.

Section 13. Renewal

Sixty (60) days prior to the expiration of this Memorandum of Understanding, the Issuing Authority shall give notice to Chelmsford TeleMedia on the intent of the Town to renew its designation as the Access Corporation.

Section 14. Separability

If any section, sentence, paragraph, term, or provision of this Memorandum of Understanding 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 Memorandum of Understanding.

Section 15. Force Majeure

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be 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 any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services, and/or materials beyond the control of the Access Corporation.

Section 16. Notices

- (1) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town Offices, 50 Billerica Road, Chelmsford, Massachusetts 01824-2777, or such other address that the Issuing Authority may specify in writing to the Access Corporation. 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.
- (2) Every notice served upon the Access Corporation shall be delivered or sent by certified mail (postage prepaid) to Chelmsford TeleMedia, 75 Graniteville Road, Chelmsford, Massachusetts 01824, or such other address that the Access Corporation may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

Section 17. 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 any instrument in writing executed by the parties.

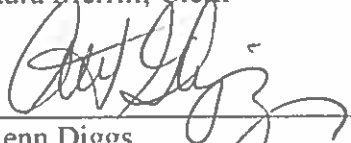
This Memorandum of Understanding is entered into on January 9, 2017, by

ISSUING AUTHORITY

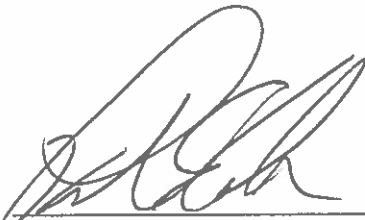

George R. Dixon, Jr., Chairman


Pat Wojtas, Vice-Chairman


Laura Merrill, Clerk


Glenn Diggs



Robert Joyce


Paul Cohen, Town Manager

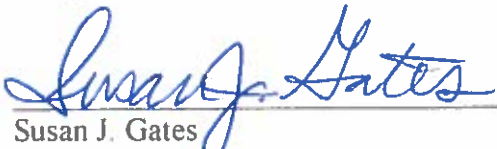
CHELMSFORD TELEMEDIA CORPORATION


Charles Keen, President



Douglas T. Maffetone, Vice President

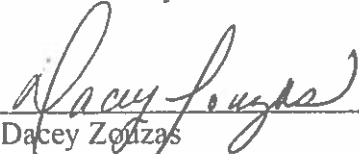

Edward J. Suleski, Jr., Treasurer


Maura Snow, Secretary


Susan J. Gates


Matthew Hanson


Dennis Ready


Dacey Zolzas


Anya Zulawnik