

# Board of Selectmen Meeting Notice AGENDA



Date

March 15, 2022

Time

6:00 PM

Location

Bourne Veteran's Memorial Community Center  
239 Main Street, Buzzards Bay

Note this meeting is being televised, streamed or recorded by Bourne TV. If anyone in the audience is recording or video-taping, they need to acknowledge such at this time.

All items within the meeting agenda are subject to deliberation and vote(s) by the Board of Selectmen.

**6:00 P.M. Call Public Session to Order in Open Session**

**Board of Selectmen Executive Session**

- a. Motion to enter into Executive Session pursuant to G.L. c.30A, §21(a) (Purpose 6) to consider the purchase, exchange, lease or value of real property (National Marine Life Center) if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.

Roll Call vote to convene into Executive Session for the purposes stated.

- b. Motion to enter into Executive Session pursuant to G.L. c.30A, §21(a) (Purpose 3) relative to strategy in preparation for contract negotiations for the Bourne Employees Association (BEA), LIUNA Local 1249, Bourne Fire Fighters Local 1717, the Bourne Patrolmen's Association Local 60 and the Police Superior Officers Local 62. The Chair has declared that an open meeting may have a detrimental effect on the negotiating position of the public body.

Roll Call vote to convene into Executive Session for the purposes stated.

- c. Motion to enter into Executive Session pursuant to G.L. c.30A, §21(a) (Purpose 3) relative to a status update on ongoing litigation with Town Counsel Bryan Bertram. The Chair has declared that an open meeting may have a detrimental effect on the negotiating position of the public body.

Roll Call vote to convene into Executive Session for the purposes stated.

Executive Session Minutes – 2/7/22

The Board of Selectmen will reconvene in open session at the end of the Executive Session. The Chair will report out a summary of any votes taken during the Executive Session.

RECEIVED  
2022 MAR 10 PM 4:18  
TOWN CLERK BOURNE

Conduct Executive Session.

Roll Call vote to adjourn the executive session and re-enter public session.

1. Moment of Silence to recognize our Troops and our public safety personnel.
2. Salute to the Flag
3. Vision: Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.
4. Mission: Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.
5. Public Comment on Non-Agenda Items
  - a. Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.
6. Minutes: 12/14/2021, 1/13/2022, 1/18/2022 and 2/7/2022
7. Appointments and Licenses
  - a. Appointment Selectmen's Energy Advisory Committee – Robert Wheeler
  - b. Appointment Historic Commission Associate – Judith L. House
  - c. Appointment Bourne Cultural Council – Alexander Fleming
  - d. Re-appointment of Stephen F. Mealy as Cape Cod Commission representative
  - e. Discussion and possible vote on the request of Adrienne Wytas to allow a bike ride fundraiser throughout Bourne on behalf of Habitat for Humanity on 9/11/22.
  - f. Discussion and possible vote on the request of Donna McCormack for a Buzzards Bay Eagles Canal Walk for the Joe Andruzzi Foundation on 5/21/22.
  - g. Discussion and possible vote to approve a seasonal liquor common victualer – All Alcoholic and Companion License to Jarvis, Inc. (d/b/a Chart Room).
  - h. Discussion and possible vote to approve seasonal common victualer (food) license for the following businesses:
    - i. Betty Ann's Dairy Freeze, LLC, David C. Jarvis, manager
    - ii. Lazy Sundaes Ice Cream, Judy Ariagno, manager
    - iii. Seafood Shanty, Inc., Tish Economides, manager
    - iv. Somerset Creamery, Inc. (d/b/a Somerset Creamery), Jason Berube, manager
  - i. Discussion and possible vote to approve seasonal common victualer general license for Cataumet Light Mini Golf, David Ariagno, manager
8. Selectmen's Business
  - a. **7:00 PM Comcast Cable License Public Hearing** - Discussion and possible vote on the Town of Bourne Comcast cable television renewal franchise license proposed to be

effective March 20, 2022. A copy of the proposed license is available for public inspection at the Office of the Clerk.

- b. Discussion and possible vote on the request from J.C. Engineering for vehicular access over 280 Standish Road (39 Phillips Road applicant.)
- c. Discussion and possible vote relative to the Calamar construction project (The Tides at Bourne). Jerry Hill (Executive Vice President of Calamar) will update the Select Board relative to recent construction activities, an estimated completion date and the status of the affordable units.
- d. Discussion and possible vote relative the disposition of Real Property – the Old Police Station.
- e. Discussion and possible vote relative to the Fiscal Year 2023 Budget and Fiscal Year 2023 Capital Plan.

9. Town Administrator

- a. The Town Administrator will update the Select Board relative to DRAFT Annual Town Meeting Warrant.
- b. Update regarding the upcoming Board of Appeals schedule and recess for June.
- c. Discussion relative to proposed future improvements for the Scenic Highway.
- d. The Town Administrator will discuss the strategic plan, annual goals, and the Board's priorities.

10. Correspondence

11. Committee Reports

12. Adjourn

RECEIVED

**Board of Selectmen  
Minutes of Tuesday, March 15, 2022  
Bourne Veterans' Community Center  
Buzzards Bay, MA**

2022 MAY 11 AM 11:29

TOWN CLERK BOURNE

**TA Marlene McCollem  
ATA Glenn Cannon**

**Board of Selectmen**

Peter Meier, Chair  
George Slade, Clerk  
Judy Froman, Vice Chair  
Mary Jane Mastrangelo

**Others:** Judith L. House, Alexander Fleming, Stephen Mealy, Adrienne Wytas, Donna McCormack, David Jarvis, Michael Galla, Rob Frangieh, Attorney Bill August, Kathleen Thut, Jen McGrail, Elaine Alfano, Gary Maloney, Jerry Hill, Erica Flemming, Finance Director and Mike Ellis, Town Accountant.

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Executive Session Minutes – 2/7/22

The Board of Selectmen will reconvene in open session at the end of the Executive Session. The Chair will report a summary of any votes taken during the Executive Session.

Conduct Executive Session.

Roll Call vote to adjourn the Executive Session and re-enter Public Session.

Chair Meier said there were no motions taken during Executive Session and there is nothing to report.

- 1. Moment of Silence to recognize our Troops and our public safety personnel.**
- 2. Salute to the Flag.**
- 3. Vision:** Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.
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- 5. Public Comment on Non-Agenda Items**
  - a. Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.
- 6. Minutes: 12/14/2021, 1/13/2022, 1/18/2022, and 2/7/2022.**

**Voted:** Judy Froman moved, and George Slade seconded to approve the minutes of December 14, 2021.

**Vote:** 3-0-1. Mary Jane Mastrangelo abstained.

**Voted:** Judy Froman moved, and George Slade seconded to approve the minutes of January 13, 2022.

**Vote:** 3-0-1. Mary Jane Mastrangelo abstained.

**Voted:** Judy Froman moved, and George Slade seconded to approve the minutes of January 18, 2022.

**Vote:** 3-0-1. Mary Jane Mastrangelo abstained.

**Voted:** Judy Froman moved, and George Slade seconded to approve the minutes of February 7, 2022.

**Vote:** 3-0-1. Mary Jane Mastrangelo abstained.

**7. Appointments and Licenses**

- a. **Appointment - Selectmen's Energy Advisory Committee – Robert Wheeler.**
- b. **Appointment – Historic Commission Associate – Judith L. House.**
- c. **Appointment – Bourne Cultural Council – Alexander Fleming.**
- d. **Re-appointment of Stephen F. Mealy as Cape Cod Commission representative.**
- e. **Discussion and possible vote on the request of Adrienne Wytas to allow a bike ride fundraiser throughout Bourne on behalf of Habitat for Humanity on 9/11/22.**
- f. **Discussion and possible vote on the request of Donna McCormack for a Buzzards Bay Eagles Canal Walk for the Joe Andruzzi Foundation on 5/21/22.**
- g. **Discussion and possible vote to approve a seasonal liquor common victualer – All Alcoholic and Companion License to Jarvis, Inc. (d/b/a Chart Room).**
- h. **Discussion and possible vote to approve seasonal common victualer (food) license for the following businesses:**
  - (i) **Betty Ann's Dairy Freeze, LLC, David C. Jarvis, manager.**
  - (ii) **Lazy Sundaes Ice Cream, Judy Ariagno, manager.**
  - (iii) **Seafood Shanty, Inc., Tish Economides, manager.**
  - (iv) **Somerset Creamery, Inc. (d/b/a Somerset Creamery) Jason Berube, manager.**
- i. **Discussion and possible vote to approve seasonal common victualer general license for Cataumet Light Mini Golf, David Ariagno, manager.**

**7.a. Appointment - Selectmen's Energy Advisory Committee – Robert Wheeler.**

Chair Meier said that Mr. Wheeler was not in attendance, and he and the other Board members feel that Mr. Wheeler would be a good fit for the Energy Advisory Committee.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to appoint Robert Wheeler to the Energy Advisory Committee for a term to expire on June 30, 2023.

**Vote:** 4-0-0.

**7.b. Appointment – Historic Commission Associate – Judith L. House.**

Judith L. House introduced herself to the Board. She recently moved to Pocasset and has always been interested in history. She joined the Historical Society and the Society for Historic Preservation, and she is looking forward to contributing to the Town as an associate with the Historic Commission.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to appoint Judith L. House to the Historic Committee for a term to expire on June 30, 2023.

**Vote:** 4-0-0.

**7.c. Appointment – Bourne Cultural Council – Alexander Fleming.**

Alexander Fleming attended the meeting remotely and introduced himself to the Board. He said he lives in Los Angeles and Bourne. He is a professional filmmaker and producer and was introduced to the Arts while attending Bourne schools. He would like to give back to the community of Bourne.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to appoint Alexander Fleming to the Cultural Council Committee for a term to expire on June 30, 2023.

**Vote:** 4-0-0.

**7.d. Re-appointment of Stephen F. Mealy as Cape Cod Commission representative.**

Stephen Mealy said that he is Vice-Chair of the Commission and is a member of the Executive Board.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to appoint Steven F. Mealy as the Cape Cod Commission representative for a term to expire on April 30, 2025.

**Vote:** 4-0-0.

**7.e. Discussion and possible vote on the request of Adrienne Wytas to allow a bike ride fundraiser throughout Bourne on behalf of Habitat for Humanity on 9/11/22.**

Adrienne Wytas said that this is the fifth year of this bike ride, and it is the same route as the past 3 years. Ms. Mastrangelo asked if she met with the Police Department, and she said that she has emailed back and forth with them, and a police detail is not needed.

**Voted:** Judy Froman moved, and Mary Jane Mastrangelo seconded to allow Adrienne Wytas on behalf of Habitat for Humanity to sponsor a bike ride fundraiser throughout Bourne on September 11, 2022.

**Vote:** 4-0-0.

**7.f. Discussion and possible vote on the request of Donna McCormack for a Buzzards Bay Eagles Canal Walk for the Joe Andruzzi Foundation on 5/21/22.**

Donna McCormack said the Joe Andruzzi Foundation is a 501(c)(3), and they raise money for New England families battling cancer to pay their bills, mortgagees, buy food, etc.

**Voted:** Judy Froman moved, and George Slade seconded to allow Donna McCormack on behalf of the Joe Andruzzi Foundation use of the Buzzards Bay Park for a Buzzards Bay Eagles Canal Walk on May 21, 2022.

**Vote:** 4-0-0.

**7.g. Discussion and possible vote to approve a seasonal liquor common victualer – All Alcoholic and Companion License to Jarvis, Inc. (d/b/a Chart Room).**

David Jarvis, the owner, said he is hoping to open for their 49<sup>th</sup> season.

**Voted:** Mary Jane Mastrangelo moved, and George Slade seconded to renew the Seasonal Liquor License and companion licenses (food and entertainment) to the Chart Room for the calendar year 2022.

**Vote:** 4-0-0.

**7.h. Discussion and possible vote to approve seasonal common victualer (food) license for the following businesses:**

- (v) Betty Ann's Dairy Freeze, LLC – Steven J. White is the manager.**
- (vi) Lazy Sundaes Ice Cream, Judy Ariagno, manager.**
- (vii) Seafood Shanty, Inc., Tish Economides, manager.**
- (viii) Somerset Creamery, Inc. (d/b/a Somerset Creamery) Jason Berube, manager.**

**Voted:** Mary Jane Mastrangelo moved, and George Slade seconded to approve the Common Victualer without Liquor License renewals for the calendar year 2022 as follows:

- Betty Ann's Dairy Freeze, LLC
- Lazy Sundaes Ice Cream
- Seafood Shanty, Inc.
- Somerset Creamery, Inc. d/b/a Somerset Creamery

**Vote:** 4-0-0.

**7.i. Discussion and possible vote to approve seasonal General Entertainment license for Cataumet Light Mini Golf, David Ariagno, manager.**

**Voted:** George Slade moved, and Judy Froman seconded to approve a General Entertainment License renewal for Cataumet Light Mini Golf for the calendar year 2022.

**Vote:** 4-0-0.

**8. Selectmen's Business**

- a. 7:00 PM Comcast Cable License Public Hearing – Discussion and possible vote on the Town of Bourne Comcast cable television renewal franchise license and proposed to be effective March 20, 2022. A copy of the proposed license is available for public inspection at the Office of the Clerk.**
- b. Discussion and possible vote on the request from J.C. Engineering for vehicular access over 280 Standish Road (39 Phillips Road applicant).**
- c. Discussion and possible vote relative to the Calamar construction project (The Tides at Bourne). Jerry Hill (Executive Vice President of Calamar) will update the Select Board relative to recent construction activities, an estimated completion date and the status of the affordable units.**
- d. Discussion and possible vote relative to the disposition of Real Property – the Old Police Station.**
- e. Discussion and possible vote relative to the Fiscal Year 2023 Budget and Fiscal Year 2023 Capital Plan.**

- 8.a. **7:00 PM Comcast Cable License Public Hearing – Discussion and possible vote on the Town of Bourne Comcast cable television renewal franchise license and proposed to be effective March 20, 2022. A copy of the proposed license is available for public inspection at the Office of the Clerk.**

LEGAL NOTICE

TOWN OF BOURNE CABLE TELEVISION

CABLE LICENSE RENEWAL PROCEEDINGS

The Board of Selectmen of the Town of Bourne, being the Town's Cable Television License Issuing Authority, hereby gives notice that on March 15, 2022, at 7 p.m. at the Bourne Memorial Community Center, 239 Main Street in Buzzards Bay, Bourne, the Board of Selectmen will hold a public hearing concerning Comcast's proposed cable television license renewal. The purpose of the proceeding is to accept public comment on, formally consider, and possibly take final action including possible approval of the proposed renewal license. Public comment on Town renewal needs and the proposed renewal is invited. Copies of renewal documents are available for public inspection and copying c/o of the Town Clerk or his/her municipal designee. For further information and copies of renewal records, contact Glenn Cannon, Assistant Town Administrator, c/o Town Hall. By order of the Board of Selectmen as Cable Television License Issuing Authority.

Chair Meier welcomed all to the Town of Bourne Public Hearing on the Comcast Cable License Renewal. He said that notice of this hearing was posted in the local newspaper twice in two successive weeks and copies of the legal advertisements are entered into the record as hearing exhibits 1 and 2.

Attorney August said he is Cable Counsel to the Town in this renewal and in years past. He said he is confident with this renewal license and with what was negotiated on behalf of the Town. It secures Bourne TV's operating budget for the next 10 years. He said that the Cable Committee generated very detailed ascertained findings and Bourne TV submitted very detailed reports showing a lot of growth in local programming. Comcast agreed to the Town's demands of increasing the budget and the equipment grant. Comcast also agreed to provide at their own expense, \$30,000. Of equipment to upgrade the resolution and picture quality. He said that Bourne is getting a fourth channel.

**Voted:** Judy Froman moved, and George Slade seconded to open the Public Hearing

**Roll Call Vote:** Mary Jane Mastrangelo – yes, Judy Froman – yes, George Slade – yes, and Chair Meier – yes.

**Vote:** 4-0-0.

Rob Frangieh, Chairman of the Cable Advisory Committee, thanked Comcast and said they were great with negotiating the renewal. He said the highlight of the negotiation is that Bourne is going from 3.5% annually to 5%, which is the federal maximum. He talked about the new equipment that they will be getting and service levels. Ms. Froman asked about certain areas of Bourne and if Comcast said that the service levels are where they should be, if an individual is having issues

should they get in touch with Comcast themselves, and Mr. Frangieh said yes, as it could be their individual line.

Jen McGrail, Director of Operations, Bourne TV, thanked all involved for their hard work in negotiating the license renewal, on behalf of everyone at Bourne TV. Gary Maloney asked about the amount cable subscribers in Bourne, and Attorney August said that it is close to 8,000 subscribers.

**Voted:** Judy Froman moved, and Mary Jane Mastrangelo seconded to close the Public Hearing.

**Roll Call Vote:** Mary Jane Mastrangelo – yes, Judy Froman – yes, George Slade – yes, and Chair Meier – yes.

**Vote:** 4-0-0.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded that the cable franchise renewal proposal of Comcast reasonably meets the franchise and cable-related renewal needs and interests of the public and the Town of Bourne; and finding that Comcast's financial and technical qualifications and local programming channels, facilities, and services are reasonable to meet Town cable franchise needs.

**Roll Call Vote:** Mary Jane Mastrangelo – yes, Judy Froman – yes, George Slade – yes, and Chair Meier – yes.

**Vote:** 4-0-0.

**8.b. Discussion and possible vote on the request from J.C. Engineering for vehicular access over 280 Standish Road (39 Phillips Road applicant).**

A representative from J.C. Engineering, representing the applicant, presented the request for vehicular access over 280 Standish Road. He said they recently received a conservation permit to do some dune nourishment on the property, which was restored about 7 or 8 years ago. He said approximately 10 to 15 feet of the dunes have been lost during the last few years. He said that due to the number of structures and retaining walls on the site, access needs to be over the beach at 280 Standish Road.

Ms. Froman asked what type of equipment would be used to transport the sand to the area. He said that the contractor would be using a rock truck, which looks like a dump truck, but it has wide rubber tires, and it is suitable to cross over the cobble and sand beach, and they will be using an excavator. He said time is crucial also because of the piping plovers, and when the best time to do plantings. There was more discussion about the equipment and wear and tear on the ramp.

Ms. Mastrangelo asked about the Order of Conditions, and he said that the Order of Conditions states that any conditions put on by this Board are part of that order. Ms. Froman would like to see some type of conditions added. Ms. Mastrangelo said that she feels that there should be specific language provided by Town Counsel.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to continue this to the meeting of March 22, 2022, so the Board of Selectmen can work with Town Counsel and the DPW Superintendent for a proper motion.

**Vote:** 4-0-0.

**8.c. Discussion and possible vote relative to the Calamar construction project (The Tides at Bourne). Jerry Hill (Executive Vice President of Calamar) will update the Select Board relative to recent construction activities, an estimated completion date, and the status of the affordable units.**

Chair Meier said that the last time Jerry Hill met with the Board of Selectmen, the project had been shut down and they have since met with the Building Inspector and the project is now back up and running. Mr. Hill said that the stop order was lifted a few days after that Board of Selectmen meeting. Mr. Hill said that they are working closely with the Bourne Building Department on some paperwork and questions that the Building Department had.

Mr. Hill said that they will be turning the building over to their operations people sometime in September and that is when the residents will be able to move in. He said that the leasing department had a meeting in which all residents were invited to attend either in person or by Zoom, and they had an almost 100% attendance rate, and the residents were updated.

Mr. Hill said that 12 units will be for lower-income residents. The building is completely closed in now. Chair Meier asked if the rental manager could come to the next meeting because future residents of these units are nervous and concerned. Mr. Hill said that all residents have been contacted in some way in the past few weeks. There was some discussion on the number of covered parking spots and about when the parking lot will be finished.

Chair Meier said that this project is hindering other projects and other properties that are up for sale. Mr. Cannon asked if they have worked out the issues with drainage and he said that they are working on the issues. Mr. Hill said that he wishes Mr. Cannon well in his new position and that he has been a pleasure to work with during this project.

**8.d. Discussion and possible vote relative to the disposition of Real Property – the Old Police Station.**

Chair Meier said that Town Meeting gave the authorization to do what is best for the interest of the Town. He said the Town has a few options: retain it for municipal use by either tearing the building down and having an empty lot, dispose of the property with the building on it or dispose of the land once the building has been demolished. He asked the Board for their thoughts.

Ms. Mastrangelo said that in 2009 after the Cecil Report was done, they had a highest and best use analysis done. She said that obviously, it is outdated, and she thinks that before any decisions are made there should be a similar study done on this property. Ms. Froman agreed. Mr. Slade said it would help to get some additional planning expertise. Ms. Mastrangelo said that a market analysis should be part of the highest and best use study.

**8.e. Discussion and possible vote relative to the Fiscal Year 2023 Budget and Fiscal Year 2023 Capital Plan.**

Erice Flemming said that there are some budget adjustments related to the FY23 proposed budget that was last amended on February 1, 2022. She said overall they recommend a budget reduction in the amount of \$98,937. This will bring the total general fund operating budget to \$73,393,416., which is approximately a 2.3% increase over the prior year.

Ms. Flemming then gave a summary of the adjustments. She said the first two adjustments relate to the IT Dept. salaries, which is a reduction of \$35,299. There is an increase of \$400. for Conservation for the protective clothing allowance. There is a \$75,000. decrease to the Police Patrolmen's salary line. There is a decrease in the Upper Cape Tech Assessment and in the Board of Health salaries. They increased all budget appropriations by 20% for fuel. The total increase in the general fund for fuel is \$128,320. The Sewer increase for Fuel is \$700. and ISWM was increased by 33,700.

Ms. Flemming said to offset these adjustments they reduced the ambulance receipts reserve for appropriation. They offset the increase in marina gasoline. There was a \$75,000 decrease in miscellaneous occurring receipts. They reduced motor vehicle excise by \$18,937. There was some discussion on the operating costs for the Water Treatment Facility, the IT Department positions, and about the County IT team.

Ms. Mastrangelo said that the Community building being part of the Facilities budget needs to be looked at. Town Administrator McCollem said that she and Mike Ellis have been talking about having a way to show the costs of all the buildings in Facilities and to have them seen on one page and to have it clearly denote this building.

**Voted:** Mary Jane Mastrangelo moved, and Judy Froman seconded to approve the updated fiscal 2023 budget and revised sources and uses.

**Vote:** 4-0-0.

## **9. Town Administrator**

- a. The Town Administrator will update the Select Board relative to DRAFT Annual Town Meeting Warrant.**
- b. Update regarding the upcoming Board of Appeals schedule and recess for June.**
- c. Discussion relative to proposed future improvements for the Scenic Highway.**
- d. The Town Administrator will discuss the strategic plan, annual goals, and the Board's priorities.**

### **9.a. The Town Administrator will update the Select Board relative to DRAFT Annual Town Meeting Warrant.**

Ms. McCollem feels that this is a very manageable warrant. She has been reviewing it and will provide a draft shortly. She said that there are a few placeholders. She said there should be about 17 or 18 articles.

### **9.b. Update regarding the upcoming Board of Appeals schedule and recess for June.**

Ms. McCollem said that the Board of Appeals is taking a recess in June, and she just wants the public to be aware.

**9.c. Discussion relative to proposed future improvements for the Scenic Highway.**

Ms. McCollem said that there is a TIP project for about a mile and a half starting at Nightingale Road to Edgehill Road for widening, drainage improvements, and a shared-use path. The next step would be a Public Hearing. She said the MassDOT is coordinating the work with the canal area work. She said regarding the boring investigation for about a dozen sites on either side of the canal, the contractor could be mobilizing as early as this Thursday.

**9.d. The Town Administrator will discuss the strategic plan, annual goals, and the Board's priorities.**

Chair Meier said that he usually doesn't have this as a discussion point so early, but since Ms. McCollem came on so early, he thought that some direction can be given at the meetings regarding the strategic plan. Ms. McCollem said she appreciates this and feels it will be helpful to her and valuable to everyone. She talked about the planning of goals and objectives moving forward together. Ms. Mastrangelo said that she thinks a workshop would be a good idea to have sometime in April to go over the strategic plan and goals and objectives.

**10. Correspondence**

Clerk Geroge Slade listed the following correspondence:

- Ken Murphy – letter about the ZBA
- Sean McArdle, of the Bourne Patrolmen's Local 60 – about the Select Board arranging a time and place for collective bargaining.
- Connor Regan of Eversource regarding a specified plan for vegetation removal.
- Wetlands Protection notice to abutters for driveway improvements at the Monks Park/Hog House Island Area.
- Four letters from Michael Gala about the changes with cable channels, the form 500 with the year ending 2021, the record of complaints and the disposition of those complaints, and the comprehensive list of policies and procedures.
- Three documents from Leonard Pinot of DEP, two to Sean Cody regarding a groundwater study and the mediation.
- Letter to Rose Forbes about infiltration beds

Mr. Slade said that these documents can be reviewed on the Town website in the calendar section under today's date – click on BOS meeting and scroll to correspondence.

**11. Committee Reports** – Chair Meier said that this is Glenn Cannon's last meeting with the Bourne Board of Selectmen. He said March 25<sup>th</sup> is his official last day. Chair Meier said thank you to Mr. Cannon on behalf of the Board, for his time in Bourne. Mr. Cannon was the first Assistant Town Administrator for the Town of Bourne. He stepped up many times, and it's been a pleasure working with him. He congratulated him on his new position.

Mr. Slade said that Mr. Cannon was an asset and the Town of Bourne was the beneficiary of his work ethic. Ms. Froman said she thoroughly appreciates Mr. Cannon's professionalism and for

being very steady throughout a strange time. Ms. Mastrangelo congratulated Mr. Cannon and thanked him for working so hard.

Mr. Cannon said that he was totally invested in Bourne even before coming to Bourne because of his time on the Cape Cod Commission. He said that his four years in Bourne have been very exciting, and it was wonderful working in the Town, with the Board of Selectmen, and with the Department Heads. He said he will take the knowledge that he gained in Bourne into his position in Rochester. Mr. Ellis thanked Mr. Cannon and wished him well in his new position. Ms. Flemming said that Mr. Cannon has been her steady for the past four years, and he will be missed.

Ms. Froman said that they had a Roadway Safety Committee meeting this past week and they re-organized the committee so that Tim Lydon is now the Chair and Sean Patterson is the Vice-Chair. They now have a clerk, Mandy Holway, and it was Rich Libin's first meeting. She said they decided that they will meet every other month. They discussed grasslands and no parking signs. This committee will be a proactive committee.

## **12. Adjourn**

**Voted:** George Slade moved, and Mary Jane Mastrangelo seconded to adjourn.

**Vote:** 4-0-0.

Respectfully Submitted,

Kim Johnson, Recording Secretary

**From:** [David R Wiggin](#)  
**To:** [Meier, Peter](#); [jmacleodfroman@townofbourne.com](mailto:jmacleodfroman@townofbourne.com); [Slade, George](#); [Mastrangelo, Mary Jane](#)  
**Cc:** [Johnson, Barry](#); [Cannon, Glenn](#); [McCollem, Marlene](#)  
**Subject:** Town Administrator Follies  
**Date:** Friday, March 4, 2022 1:49:08 PM

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Dear Select Board:

The Town of Bourne has over the past two years or so lost two town administrators (Mr. Guerino and Mr. Schiavi), lost an acting town administrator (King) and lost another town administrator (Ms. Callahan, who withdrew her name from consideration citing "family medical issues" before accepting the position). Most recently, the Town hired the runner-up, Ms. McCollem, for the town administrator position.

Mr. Schiavi gave his resignation notice to the Bourne Select Board on or about June 2021, and it took the select board about four months to start the selection process to replace Mr. Schiavi. Mr. Cannon was made acting town administrator following the resignation, and a few days thereafter, the select board brought in Mr. King as acting town administrator to replace Mr. Cannon. Mr. Cannon returned back to his assistant town administrator position. Mr. King later resigned after a short three-month stint in December 2021, and Mr. Cannon was again placed back into the position of acting town administrator. Mr. Cannon again was placed back into the position of acting town administrator following Ms. Callahan's withdrawal. Reports have it that Mr. Cannon applied for the town administrator position but was not selected as a finalist and was not given an interview despite his assistant and acting town administration duties.

The recent history of the town administrator position is an embarrassment and raises a lot of questions regarding the hiring and selection process that need to be looked into by the select board and perhaps the Selection Committee, Charter Review Committee and others. The citizens of the town deserve a comprehensive report on the matter, with transparency and full disclosure being key.

Mr. Cannon deserves an apology for the manner in which he was treated during the various selection processes and thanks for his duties as both assistant town administrator and acting town administrator and best wishes for success in Rochester.

In closing, I would like to wish Ms. McCollem great success and longevity as the town administrator in Bourne.

Sincerely,

David R Wiggin  
Cataumet

P.S. I do request this e-mail be read aloud during your next public meeting. Thank

you.

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**Board of Selectmen  
Minutes of Thursday, January 13, 2022  
Bourne Veterans' Community Center  
Buzzards Bay, MA**

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**Board of Selectmen**

Peter Meier, Chair  
George Slade, Clerk  
Judy Froman, Vice Chair  
Mary Jane Mastrangelo  
Jared MacDonald

**Others:** Bernard Lynch, Community Paradigm Associates, Jennifer Callahan, Marlene McCollem.

**6:00 PM Call Public Session to order in Open Session**

Chair Meier called the meeting to order at 6:00 PM.

- 1. Moment of Silence to recognize our Troops and our public safety personnel.**
- 2. Salute to the Flag**
- 3. Vision:** Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.
- 4. Mission:** Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable, and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.

Mr. Lynch made some suggestions and there was some discussion on the interview process.

**5. Interview Town Administrator Candidates:**

- **6:15 Jennifer Callahan**
- **7:30 Marlene McCollem**

**Jennifer Callahan**

Bernard Lynch introduced Jennifer Callahan to the Board. Ms. Callahan handed Jared MacDonald a binder filled with examples of her writing style, communications and budget presentations, to pass around to the Board. Chair Meier gave Ms. Callahan a synopsis of the Board of Selectmen in Bourne. He said that they

are a 5-member part time board and were the last in the Commonwealth to go from full time to part time. He then introduced the members of the board and they each gave a brief description on who they each are.

Mr. Lynch explained to Ms. Callahan that he would be facilitating a dialogue. He said he would ask questions, then the Board will have follow-up questions to dig deeper into the responses. He first asked her to say why she was interested in the position.

Ms. Callahan said that it is very much a part of her life and persona to seek out communities in which she can work and hopefully use the skill set that she has learned over many years. She said she has been a Selectman and a School Board Member, and she had served in the House of Representatives in Massachusetts for over 8 years. She also has been a trauma nurse. She has a Master's in Public Health and a PhD in Education Administration, and she has always been someone who advocates very strongly for people, for causes and for those things that are helpful to communities. She said that she has fond memories of vacationing on the Cape as a child. She said she wants to work for Boards that are serious about the work that they do, but not serious about everything that they do, meaning it must be a wonderful cooperative relationship. She spoke more about her skills and abilities that would fit for the Town of Bourne.

Mr. Lynch asked Ms. Callahan to speak about her management and leadership style in how she would lead change and continue to lead the Town in making it more successful. Ms. Callahan answered that she is certified in team facilitation and total quality improvement and did it for the largest employment agency in Central Massachusetts in healthcare. She said she is used to setting goals, using performance indicators, and sharing information and being transparent. She said she has an open management style to her office and her leadership style is to listen. She said in terms of residents, she is a good communicator and will help people feel important in the roles that they perform. She gave an example on communication with a Town that she had worked in before.

Mr. Lynch asked Ms. Callahan a few more questions about how she learned about failures in communities, and she gave examples about how she helped to turn around a Town that was in poor shape financially. She said that she was able to build capacity in the budget to handle the creation of positions. Chair Meier brought up the two bridges that are in the process of being replaced and the fact that the Town of Bourne sometimes is forgotten when it comes to advocacy and input regarding the bridges. He asked Ms. Callahan how her leadership could help so that the Town is not forgotten in this process. She said that being a former law maker, she knows a lot of congressional people. She said a lot of it would be to reach out. She said she would have the working relationship with them and show them that the leaders of the Town would be willing to have a good working relationship with them. There was discussion about keeping the quaintness of Bourne and not going back to it being a "go through" Town and how she would strive to have the participation to keep it that way.

Mary Jane Mastrangelo asked Ms. Callahan what her first 100 days would look like. Ms. Callahan said she would meet with employees and department heads and see where people are working and the conditions in which they are working. She would look at the plans, goals and objectives and try to match that with the Strategic Plan to where the departments are. She would be very busy and would be all over the Town. Judy Froman asked how she would work with the Assistant Town Administrator. Ms. Callahan answered that she values institutional knowledge, and she said she works well with a team due to her nature. She said an Assistant Town Administrator would be her right hand and she said she would never ask an employee to do anything that she wouldn't do herself. She said she could also help to advance their career if she has some knowledge that they do not.

Mr. Lynch asked how she empowers employees. She said that she has many one-on-one meetings with employees and what she tries to do is create a mentorship. She said investment in continuing education is essential. She said you must give the opportunity to those who are ready, but then you need to give them the responsibility.

Mr. Lynch asked Ms. Callahan how she would describe her fiscal philosophy and what have been the results. She said she uses the best practice approach to financial management. She said she lives by the philosophy that Bourne already has in place with their plan. She talked about budgeting, free cash certifications, her philosophy on free cash and 5-year maintenance plans. She also talked about the transparency of educating people about what you are doing. She said in both Towns that she managed, she went into both communities and revamped their Town Meeting documents completely. She said she likes the way that Bourne has put together their documents.

Jared MacDonald asked Ms. Callahan about her thoughts on getting grants. Ms. Callahan said that if you know some of the major agencies, then you know where to look. She said she pays attention when state and federal programs are going to come out with some new grant program and puts them on a schedule. George Slade asked if she does evaluations on department heads and if she solicits feedback. She said yes, she revamped their evaluation form once she got to the Town. Judy Froman asked if Bourne could keep her longer than the other Towns that she has managed and Ms. Callahan said yes, that one of the reasons has she has expressed interest is because she wants it to be a good fit for her and for the town that she works in. She thinks that Bourne has a lot of exciting things coming up and it is a beautiful town, and she knows people that live in Town.

Ms. Callahan asked if there was ever a woman Town Administrator before and the answer is no. She then asked if they were looking for a Town Administrator that really wants to work with the Board or are they looking for a Town Administrator that is very much a catalyst or a combination. Ms. Mastrangelo said she would like a combination. Ms. Callahan asked if the whole board plans on staying and Ms. Froman said that the board is very positive, and they maintain integrity and feel very committed to the Town of Bourne. Chair Meier asked Ms. Callahan why the Town of Bourne should hire her and she replied that she believes she would be a very good fit for the Town. She said that her blend of skills would be helpful for where she hears that this board wants to take the community and she has a keen sense of wanting to be part of the Town of Bourne and she feels they would make a good team.

### **Marlene McCollem**

Chair Meier explained that after the Board of Selectmen introduce themselves that Bernard Lynch will facilitate and ask the interview questions, and then she can ask her questions afterwards. He then introduced the members of the board and they each gave a brief description on who they each are. Mr. Lynch asked Marlene McCollem to tell the Board a little bit about herself, why she was interested in the position and why she thinks she thinks she would be successful in Bourne. Ms. McCollem replied by saying that she has been working towards being a Town Administrator for about 12 years and she ended up in this area because her husband went to Mass Maritime. She talked about her work history since she made that move and gave her reasons for wanting to be a Town Administrator.

Ms. McCollem said the reason why she wanted to be a Town Administrator in Bourne is because she is at a point in her life where she has some ability to think about what it is that she really wants to do. She said there are two spheres that are very important to her, and this community appeals to both of those. One is the work itself that she would be doing. She said after looking at what Bourne has coming up, like the new Fire Facility and the CMP, it's exciting to her and she feels she can add value to these projects. Secondly, the other sphere that she is interested in looking for in her next position has to do with what type of place it is and what type of culture there is at that organization. She said that can be a bit more difficult to find out about, but she has spent quite a bit of time looking and is very pleased at what she has found out about Bourne, which all started with reading the Strategic Plan and seeing how the Town is following it. She also mentioned that the Search Committee sealed the deal for her in wanting to work for the Town of Bourne.

Mr. Lynch asked Ms. McCollem about her management and leadership style. She answered that she feels that management and leadership are both critical, but they are different. She said management is being a good steward of resources, whether it's fiscal, capital, or human resources, it's working at a tactical level to implement the forward progress that you want to see. She said that her style of leadership is being a coach by pulling resources together and clearing obstacles so the people that do the work can do the work as efficiently and easily as they can, without a lot of friction. She gave examples of leadership and management styles.

Mr. Lynch asked Ms. McCollem what her entry into the position would look like and how she would come in and assess the Town. Ms. McCollem said she would spend her first 100 days listening. She would meet with key staff, key stakeholders, and with the committees, commissions, and boards in the Town. She would be asking questions to dig further and take it all in to absorb as much information as she can. She would also be paying huge attention to the budgeting process that is just starting up.

Chair Meier asked Ms. McCollem what her vision would be for the new Town Planner in Bourne. She answered that she thinks Bourne has a real opportunity with the CWMP, the bridges, and the ARPA money, to create a plan to implement in a short time and filling the Town Planner position is critical and she feels that Bourne could attract high quality applicants. George Slade asked Ms. McCollem if a Planner would want to work for her, given her Planning background and she answered that she is not a micro manager and she is realistic and practical, and she thinks she would be great to work for as a Planner. She said she would be that person's biggest supporter.

Mr. Lynch asked about Ms. McCollem's experience with budgeting and financial management. She said she would first like to say that she was happy to see in the Bourne's Strategic Plan, and then hear about in the discussion on Tuesday, that Bourne is no longer using Free Cash to balance the operating budget, and they should be commended. She leans towards conservatism with the budget. She gave some examples of building and operating a budget and talked about her past experiences with her role in various positions regarding budgets. There was some discussion about OPEB liability and Ms. McCollem's ideas and strategies for OPEB in Bourne.

Mary Jane Mastrangelo asked Ms. McCollem about her experience with collective bargaining. She answered that she was the chief spokesperson, or chief negotiator for all seven of the groups while in Plymouth, on the town side, not the schools side. This meant that she would sit as the spokesperson for the team, develop the draft proposal and discuss with the Select Board about the authority for that round of bargaining. She

said she was the face across the table. She feels the role as the Town Administrator in this process is a collaborative and cooperative role.

Judy Froman told Ms. McCollem that regarding the replacement of the canal bridges that the Board of Selectmen feels very strongly that they need to have a presence at the table. She asked her what she could do to help them make sure that they have a consistent voice. She said that as the Town Administrator she would commit to being at the table every chance she got, with the Board. She would develop relationships with the engineers that would be on the project and pay attention to what they are proposing early on. She would be committed to being the point person. She also said that during her time working for the Town of Carver, she did an Urban Renewal Plan at the state level that was approved through EOA.

Mr. Lynch asked Ms. McCollem about her project management and grants skills. She said she enjoys project management and gave an example of a project that she managed while working for the Town of Plymouth. She said the fundamentals of project management are staying on top of things, responding in a timely manner, review specs and plans very carefully, and to not be afraid to ask questions, and do not make assumptions. She also said that she does not write grants, but she procures and manages grants.

Jared MacDonald asked Ms. McCollem her thoughts are on how to disseminate Human Resources responsibilities. She answered that a lot of the responsibilities should be placed on the Town Administrator, however, some of the more routine tasks could be delegated.

Chair Meier asked Ms. McCollem to tell them why they should make her the next Town Administrator for the Town of Bourne. She answered that she will show up every day and work hard, with energy and with integrity for the Town of Bourne. Ms. McCollem told the Board that she appreciated the invitation to interview and the Board's time, and she said she would be honored to be the next Town Administrator for the Town of Bourne.

After interviewing both candidates, the Board discussed when they would make their decision and about telling the candidates when a decision will be made.

## **12. Adjourn**

**Voted:** Jared MacDonald moved, and Judy Froman seconded to adjourn.

**Vote** – 5-0-0.

Respectfully Submitted,

Kim Johnson, Recording Secretary

**Board of Selectmen/Finance Committee  
Minutes of Tuesday, January 18, 2022  
Zoom Remote – Public Access**

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**ATA Glenn Cannon**

**Board of Selectmen**

Peter Meier, Chair  
George Slade, Clerk  
Judy Froman, Vice Chair  
Mary Jane Mastrangelo  
Jared MacDonald

**Others:** Erica Flemming, Fire Chief David Cody, Assistant Fire Chief David Pelonzi, Sharon Flaherty.

Note this Zoom videoconference meeting is being televised, streamed, or recorded by Bourne TV.

If anyone from the public wishes to access the meeting, they can do so by calling the following conference line: **1-929-205-6099 Meeting ID: 886 9627 5178 Password: 900300.**

If you already have the Zoom App downloaded to your device or computer, you may simply join the meeting by entering the Meeting ID and Password noted above or go to <https://zoom.us/meetings> and look for the Join Meeting button. Please MUTE your phone/microphone upon entry.

Participants wishing to speak should click the “Participants” icon on the lower toolbar and then click “Raise Hand” in the dialog box to notify the Chair. The Chair will recognize participants. For participants who are calling into the meeting and wishing to speak, they should press \*9 to notify the Chair. The Chair will recognize participants.

All items within the meeting agenda are subject to deliberation and vote(s) by the Board of Selectmen.

**7:00 PM Call Public Session to Order in Open Session**

- 1. Moment of Silence to recognize our Troops and our public safety personnel.**
- 2. Salute to the Flag**
- 3. Vision:** Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.
- 4. Mission:** Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable, and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with

others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.

## **5. Public Comment on Non-Agenda Items**

- a. Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.

None.

## **6. Approval of Minutes: None**

## **7. Selectmen's Business**

- a. **Request from Irja Finn, Acting Library Director, to accept two (2) donations to the library in the amounts of \$1000 and \$100, respectively.**
- b. **Discussion and possible vote to dissolve the existing South Side Fire Station Feasibility and Design Building Committee.**
- c. **Discussion and possible vote to approve the South Side Fire Station Feasibility and Design Building Committee charge and membership.**
- d. **Discussion and possible vote to write a letter relative to the Barnstable County request for comments on potential American Rescue Plan Act (ARPA) Funding.**
- e. **Discussion and possible vote to review the Fiscal Year 2023 (July 1, 2022, to June 30, 2023) Operating Budget and Capital Plan.**

### **7.a. Request from Irja Finn, Acting Library Director, to accept two (2) donations to the library in the amounts of \$1000 and \$100, respectively.**

**Voted:** Judy Froman made a motion, seconded by Jared MacDonald, to allow staff to accept the donation of \$1,000 from Ms. Jenifer Sorenti of Sagamore Beach on behalf of the Jonathan Bourne Public Library.

**Roll Call Vote** – Jared MacDonald – yes, Judy Froman – yes, George Slade – yes, Mary Jane Mastrangelo – yes, and Chair Meier – yes. 5-0-0.

**Voted:** Mary Jane Mastrangelo made a motion, seconded by Jared MacDonald, to accept the memorial donation of \$100 from Anne McLaughlin of South Lancaster, MA on behalf of the Jonathan Bourne Public Library.

**Roll Call Vote** – Mary Jane Mastrangelo – yes, George Slade – yes, Judy Froman – yes, Jared MacDonald – yes, and Chair Meier – yes. 5-0-0.

### **7.b. Discussion and possible vote to dissolve the existing South Side Fire Station Feasibility and Design Building Committee.**

Acting Town Administrator Glenn Cannon said that the South Side Fire Station Feasibility and Design Building Committee got off to a good start but had some recent issues, so they are looking to revamp the committee. He feels the best way to do it is to dissolve the old committee and to

revamp the charge of the committee. Mr. Cannon said that the current committee reports to the Town Administrator, and he feels they should report to the Board of Selectmen.

**Voted:** Jared MacDonald made a motion, seconded by Judy Froman, to allow staff to dissolve the South Side Fire Station Feasibility and Design Building Committee which conducted their first meeting on Wednesday, January 31, 2018.

Chair Meier said that by dissolving this committee it is not to slight any of the committee members, and if anyone wishes to reapply, they may. Judy Froman said that by having this be a Select Board committee, there would be more accountability to the public.

**Roll Call Vote** – Jared MacDonald – yes, George Slade – yes, Judy Froman – yes, Mary Jane Mastrangelo – yes, and Chair Meier – yes. 5-0-0.

**7.c. Discussion and possible vote to approve the South Side Fire Station Feasibility and Design Building Committee charge and membership.**

Mr. Cannon said that they put together a draft of a new charge and membership. Mr. Cannon showed it on the screen. One change would be to change it from a feasibility and design committee to more of a design and construction committee possibly. Judy Froman said that they may want to think of it more as a Public Safety building rather than just Fire. There was some discussion on whether there should be a feasibility and design committee and change the membership of the committee when it moves on to construction or not.

There was also some more discussion on the building becoming more of a Public Safety building and the possibility of it opening the prospect for more grants if it were. Chair Meier asked Mr. Cannon to reach out to the Chiefs of the Fire Department and the Police Department to get their opinions of a Public Safety Building.

Mr. Cannon said that MJ Mastrangelo had submitted some comments on the draft, and he did not have them available to show tonight. He said that she had recommended some edits to the draft. Chair Meier said that they could bring up those proposed changes at a future meeting, possibly February 1<sup>st</sup>. Judy Froman recommends that they use MJ Mastrangelo's version as the basis and that the Board offers their feedback back to Mr. Cannon so that they can have it as a document that they can all work off and have a more efficient discussion. Chair Meier said he would like any comments from the two Chiefs for the discussion on February 1<sup>st</sup>.

**7.d. Discussion and possible vote to write a letter relative to the Barnstable County request for comments on potential American Rescue Plan Act (ARPA) Funding.**

Mr. Cannon said that this is one where the County was asking the Town for comments on how they should be spending 41.3 million in ARPA Funding. The County is looking at different avenues on how to share this funding. George Slade said he responded to the contact at the County to make her aware that Bourne would be sending in some comments. He said that he feels that a letter should be constructed and sent off as soon as possible. There was some discussion about how to use the funding, with some ideas being wastewater, sewer, and technology for hybrid meetings. Mary Jane Mastrangelo said that there was talk about the money going directly to the Towns at a meeting she

had recently attended for the Cape and Islands Water Protection Fund Management, and she feels that is how the funds should be dispersed.

Chair Meier said that he and Mr. Cannon will draft a letter and send it to the Board ahead of next week's meeting and it can be discussed further at that time.

**7.e. Discussion and possible vote to review the Fiscal Year 2023 (July 1, 2022, to June 30, 2023) Operating Budget and Capital Plan.**

Chair Meier said that budget was released last week. He said it is due to be transferred to the Finance Committee by February 1<sup>st</sup>.

Judy Froman said that after reviewing the budget, she was wondering if the IT audit and review would be taken into consideration with this budget. Mr. Cannon responded by saying that one of the things that came out of the audit was a penetration test to see how Bourne would do. The test was done this past fiscal year, and it is now in the budget to be done annually. The test is when an outside vendor comes in and tries to attack the Town to see how they respond. Mr. Cannon also said that they are going back to two employees in the IT Department – an IT Manager and a Network Technician.

Mary Jane Mastrangelo brought up the fact that the budget for the Memorial Building has been taken out and is now in Facilities and she would like to hear from the trustees of the Veteran's Memorial Building that they are ok with that and about how they will be communicated with, in terms of what is going on in their building. She is also a bit concerned about the scheduling of the custodian there. She also said that she wanted to make sure that with the library deduction that the Town will still meet the municipal appropriation requirement for FY23, and that a waiver will not need to be requested. She also would like to see a review of the administrative position in the Town Administrator's office between Sewer and Town to make sure the split between the two budgets is equitable.

Chair Meier said he would like to see a detailed summary for what is planned for Council on Aging for the next fiscal year. The other item that he would like to talk to the Board about is the wish from the Chair of the Finance Committee that there not be joint meetings with the Board of Selectmen, throughout the budget process because each committee has their own process. He said that if they have any questions after handing the budget over, while watching their meetings, they could submit them to Mr. Cannon, so that the Finance Committee has their autonomy. Mary Jane Mastrangelo said that if this is the case, then she would like some department heads to come before the Board of Selectmen to present their budgets as well as the Finance Committee because she thinks it would be good for the Board to hear from them directly. Mr. Cannon suggested that maybe some of the meetings could be joint to eliminate the back and forth between the committees. Chair Meier said that if anyone has anything that they would want to hear, then they should make the request through Mr. Cannon.

Judy Froman said that she had a few concerns with the capital budget. She wonders if the capital outlay budget includes enough needed at the Community Building and if maybe some of the items could fall under the ARPA funds. She also had concerns about the wastewater treatment facility for the schools and for the Town's tennis courts.

**8. Appointments and Licenses**

- a. Discussion and possible vote to approve a Common Victualer License (food) for Gallo Ice Arena Concession Stand at 231 Sandwich Road, Bourne.**
- b. Discussion and possible vote to declare seventy-five stackable chairs as surplus material.**

**8.a. Discussion and possible vote to approve a Common Victualer License (food) for Gallo Ice Arena Concession Stand at 231 Sandwich Road, Bourne.**

This is to be continued until 1/25/22.

**8.b. Discussion and possible vote to declare seventy-five stackable chairs as surplus material.**

This is for chairs that are stored at the Hoxie School. Mr. Cannon said that the Town does not have a use for them.

**Voted:** Judy Froman made a motion, seconded by Jared MacDonald, to allow staff to declare seventy-five stackable chairs under the control of the Facilities Department as surplus property.

**Roll Call Vote** – Jared MacDonald – yes, George Slade – yes, Judy Froman – yes, Mary Jane Mastrangelo – yes, and Chair Meier – yes. 5-0-0.

**9. Town Administrator**

- a. Discussion and possible vote to waive the thirty (30) day review period relative to adding the Conservation Department Administrative Assistant to the Table of Organization as required by Town Charter Section 5/1 (Table of Organization).**

**b. Personnel updates**

- i. Police Chief – Update the Board of Selectmen on the status of withdrawing the Police Chief from Civil Service.**
- ii. Facilities Director – Update the Board of Selectmen relative to hiring a Facilities Director.**
- iii. Human Resources Director – Update the Board of Selectmen relative to hiring a Human Resources Director.**

**9.a. Discussion and possible vote to waive the thirty (30) day review period relative to adding the Conservation Department Administrative Assistant to the Table of Organization as required by Town Charter Section 5/1 (Table of Organization).**

Mr. Cannon said that this was discussed at the budget meeting last week. There is a person in the Conservation Department right now working as a temporary employee. She has been there for over 6 months now. This position was put into the Organizational Chart and the Board of Selectmen has 30 days to veto the chart, and Mr. Cannon said he is looking for a waiver of that veto.

**Voted:** Mary Jane Mastrangelo made a motion, seconded by Jared MacDonald, to allow staff to waive the thirty-day (30) review period for the Conservation Department Administration Assistant. This action will allow the Town to move forward with the hiring process of an Administrative Assistant in The Conservation Department.

**Roll Call Vote** – Jared MacDonald – yes, George Slade – yes, Judy Froman – yes, Mary Jane Mastrangelo – yes, and Chair Meier – yes. 5-0-0.

**9.b. Personnel updates**

**i. Police Chief – Update the Board of Selectmen on the status of withdrawing the Police Chief from Civil Service.**

Mr. Cannon said that Rep. David Vieira said that this bill is still in committee. He said that they are taking a large look at Civil Service at the Statehouse and that might be slowing the bill down a little bit. There was some discussion about hiring a firm to find the next Police Chief and about Civil Service reform.

**ii. Facilities Director and Human Resources Director – Update the Board of Selectmen relative to hiring a Facilities Director and a Human Resources Director.**

Mr. Cannon said he is starting to put together the job descriptions for the Facilities Director and the Human Resources Director positions. He would like to start collecting resumes and get the candidates queued up for the new Town Administrator to make the hiring decisions on both positions.

**10. Deliberation and possible vote for the appointment of a new Town Administrator.**

Chair Meier said that the Board interviewed two candidates last week and it was done live so the public could have the chance to listen to what each of the candidates had to say. Chair Meier asked the Board what stood out to each about the candidates (Jennifer Callahan and Marlene McCollem).

Mary Jane Mastrangelo said that she spent some time over the last few weeks watching meetings in Oxford and Plymouth and reviewing the resumes of the candidates. She said overall both candidates are qualified and could do the job. She thinks Jennifer is the more experienced Town Administrator and she has a lot to offer. She said that Jennifer knows the system, the deadlines, grant deadlines and how to obtain grants, however she didn't feel she was as enthusiastic about the specific issues facing Bourne, like the Fire Station, the CWMP, how Bourne will grow, etc. She said for her, it was more about who can foster the best relationships with employees and residents, and who has more experience in economic development and who is the most likely candidate for long term tenure with the Town of Bourne. She said that when Marlene answered a question, she not only said how she would do things, but also why. Ms. Mastrangelo said she found Marlene McCollem to be the better fit for the needs of Bourne.

Judy Froman said she too has spent a lot of time talking with people and watching video and talking to the candidates again. She thinks they are both very qualified and would both serve the Town of Bourne well. She said that she made a spreadsheet to compare the last two Town Administrators, the current Acting Town Administrator, and the two candidates. She looked at a variety of criteria and she looked at how the candidates would complement the current Acting Town Administrator. Ms. Froman said that it came down to Jennifer Callahan being her top candidate and the reason is she is connected and there is a lot of value for those connections in keeping the momentum going. She feels that her breadth of relatability would complement Glenn's relatability well.

Jared MacDonald said that he likes to see balance and he would like to see that in the next Town Administrator. He said he was very impressed with both candidates. He felt that Marlene's public speaking showed some shyness and Jennifer was very dominant. He didn't feel that there was a perfect fit with either candidate. He said he looked back at previous Town Administrator's and compared the candidates to them. He said that Mr. Schiavi started some of what is needed for the Town, and he sent an email to the Chairman to suggest that Mr. Schiavi could be an option if he were interested. He said that his choice between the two candidates is Jennifer Callahan.

George Slade said that he feels both candidates are qualified, and both have the work experience that would make them be able to step into the Town Administrator's position in the Town of Bourne. He said that after looking at video and being at the live interviews, he was in a quandary. As a result of some of the answers that were asked of the candidates, he feels stronger that Marelene McCollem is a better fit for the Town of Bourne.

Chair Meier said that Tony Schiavi put the Town in a better position during the time that he was in Bourne and looking at the candidates now, it holds them to a higher standard. He said that Mr. Schiavi did not apply when the position was posted so they must defer to the two people that they have in front of them. He said that both are very strong candidates, and both would do well by being the Town Administrator for the Town of Bourne. He said that he thinks that Jennifer Callahan is the better candidate at this time for Bourne.

There was some more discussion about both candidates and about certain reasons that made them sway their votes to a certain candidate. There also was some discussion about how to go about voting for the new Town Administrator.

**Voted:** George Slade made a motion, seconded by Judy Froman, to put both Marlene McCollem and Jennifer Callahan into nomination for the Town Administrator for the Town of Bourne.

**Roll Call Vote** – Jared MacDonald – yes, Judy Froman – yes, George Slade – yes, Chair Meier – yes, and Mary Jane Mastrangelo – yes. 5-0-0.

**Voted:** Judy Froman – Jennifer, Jared MacDonald – Jennifer, George Slade – Jennifer, Mary Jane Mastrangelo – Jennifer, and Chair Meier – Jennifer.

Jennifer Callahan was unanimously voted as the candidate choice by the Board of Selectmen, to be the next Bourne Town Administrator. 5-0-0.

**Voted:** Mary Jane Mastrangelo made a motion, seconded by Judy Froman, to appoint Jennifer Callahan as the Bourne Town Administrator pending successful contract negotiations and a further background check.

**Roll Call Vote** – Mary Jane Mastrangelo – yes, George Slade – yes, Judy Froman – yes, Jared MacDonald – yes, and Chair Meier – yes. 5-0-0.

## 11. Correspondence

George Slade read aloud the following correspondence:

- Letter from Eric Turkington regarding ARPA funds and Barnstable County being the link between our ARPA funds. In the letter he stated his desire of the County to allow each Town full discretion in choosing how to share the ARPA funds.
- Letter from DEP to Rose Forbes, Director of Clean Up at Joint Base Cape Cod, copied to the Bourne Board of Selectmen regarding the Fire Training Academy cleanup of PFAS.
- Letter dated January 3<sup>rd</sup>, from the Cape Cod Commission with an update on mitigation funds and projects.
- Letter from the Cape Cod Commission about the Cape and Islands Water Protection Fund Annual Report for 2021.
- Email exchange between Glenn Cannon and John York, in which Mr. Cannon was responding about the lack of television coverage at a meeting on the 15<sup>th</sup>, which was due to there not being a Board of Selectmen meeting called because there was fewer than a quorum present.
- Letter dated January 6<sup>th</sup> from Shorefront Consulting forwarding a letter from Mass DEP Water Regulation Program regarding a determination on a waterway license application and the next steps needed.
- Letter from Xfinity about channel changes.
- Letter from Mass Secretary of State dated January 11<sup>th</sup>, confirming the Town's request to realign precincts and the Town has been approved effective January 1, 2022.

## **12. Committee Reports - None**

## **13. Adjourn**

**Voted:** Jared MacDonald moved, and Judy Froman seconded to adjourn.

**Roll Call Vote** – Jared MacDonald – yes, Judy Froman – yes, Chair Meier – yes, George Slade – yes, and Mary Jane Mastrangelo – yes. 5-0-0.

Respectfully Submitted,

Kim Johnson, Recording Secretary

DRAFT

**Board of Selectmen**

**Regular Session**

**Zoom**

**February 7, 2022**

In attendance: Peter Meier – Chair; Judith Froman – Vice Chair; George Slade – Clerk; MJ Mastrangelo; Jared MacDonald;

Bernard Lynch, Community Paradygm, LLC, entered while meeting in progress. Bryan Bertram, Miyares & Harrington LLP entered while meeting in progress.

Chair Meier called the meeting to order in open session at 6:30 pm.

Each select board member weighed in on how to move forward with candidate Marlene McCollem whose name was forwarded with Jennifer Callahan for consideration to be the next town administrator for the town of Bourne. Various options were considered including consideration of the Acting Town Administrator. The idea of re-engaging the screening committee for additional candidates as well as the issue of negating the work of the committee was brought up. Each board member affirmed their confidence in McCollem as their choice. It should be noted that MacDonald, while noting McCollem's qualifications, was at first reluctant to move forward. Each other board member referred to respect for the process, conversations with the candidate, and the importance of the perceived healthy working relationship with our acting town administrator.

Mr. Lynch was asked if he could confirm that Ms. McCollem remains interested. He replied, yes.

Chair Meier asked for a motion to appoint Marlene McCollem the position of town administrator pending a successful negotiation of a contract between the selected candidate and the town through town counsel. So moved by Slade; second by Mastrangelo.

Froman – Slade – Yes; MacDonald - Yes; Froman – Yes; Mastrangelo – Yes; Meier – Yes;

After the unanimous vote to offer Marlene McCollem the position of town administrator, then Meier requested a motion to enter executive session at 6:45 p.m. to consider strategy and negotiation of the terms of an employment agreement for the selected Town Administrator candidate Marlene McCollem as listed in the agenda. So moved by Slade and seconded by Froman.

Froman – Yes; MacDonald - Yes; Mastrangelo – Yes; Slade – Yes; Meier – Yes;

A motion was made by MacDonald to adjourn regular session, seconded by Mastrangelo

Froman – Yes; MacDonald - Yes; Mastrangelo – Yes; Slade – Yes; Meier – Yes;

Regular session adjourned at 7:29 pm

Respectfully submitted, George Slade

**Board of Selectmen  
Minutes of Tuesday, December 14, 2021  
Bourne Veterans' Community Center  
Buzzards Bay, MA**

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**ATA Glenn Cannon**

**Board of Selectmen**

Peter Meier, Chair  
George Slade, Clerk  
Judy Froman, Vice Chair  
Mary Jane Mastrangelo  
Jared MacDonald

- 1. Moment of Silence to recognize our Troops and our public safety personnel.**
- 2. Salute to the Flag**
- 3. Vision:** Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.
- 4. Mission:** Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable, and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.
- 5. Public Comment on Non-Agenda Items**
  - a. Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.

James Potter wished all a merry Christmas. He then expressed his concern that a second Town Administrator has left the Town of Bourne in the last six months, under the current Board of Selectmen, and neither time has the public received an explanation and he said that transparency is needed. He said that he had sent an email to the Board of Selectmen regarding the appointing of a new Acting Town Administrator and did not receive a response to his email. He wants to know why his correspondence didn't make it to the public correspondence and was not responded to, as he was one of the signers on the correspondence policy in 2018. He said he insists that the Board follow the policy. He summarized by saying that there is a need for more transparency, more communication and to follow the policy.

**6. Approval of Minutes: November 2, 2021, November 9, 2021**

**Voted:** Jared MacDonald moved, and George Slade seconded to approve the minutes of November 2, 2021.

**Vote:** 5-0-0.

**Voted:** Judy Froman moved, and Mary Jane Mastrangelo seconded to approve the minutes, with the edits to be made, of November 9, 2021.

**Vote:** 5-0-0.

**7. Board of Selectmen Business**

- a. Discussion and possible vote to approve the 2022 Recycling Policy.
- b. Discussion and possible vote to sign the deed for the 6.5 acre "Flyover" parcel. The "Flyover" parcel is required as open space mitigation for the potential Integrated Solid Waste Management (ISWM) facility expansion.
- c. Charter Review Committee Presentation by Steve Mealy, Chairperson and the Charter Review Committee.
- d. Climate Resilience Investment System and Implementation Plan presentation by Dan Nees and Joanne Throwe (via Zoom), representing the Environmental Protection Agency's (EPA) Southeast New England Program (SNEP) [Southeast New England Program | US EPA](#)
- e. Discussion and possible vote to select new Town Counsel from the Law Firms of Miyares & Harrington LLP, Brooks & DeRensis P.C., and KP Law P.C.
- f. Discussion and possible vote on the NextGrid (solar array) First Amendment to the Memorandum of Agreement.
- g. Discussion and possible vote to void and nullify the Memorandum of Agreement between the Town of Bourne and NextGrid, LLC dated July 26, 2021.
- h. Discussion and possible vote to enter into a purchase and sales agreement with Barnstable County for the Barnstable County Land located at 0 Julius Kelly Drive and 0 County Road.
- i. Discussion and possible vote relative to the possibility of a discharge of radioactive water from the Plymouth nuclear plant into Cape Cod Bay.
- j. Discussion and possible vote to go to remote access meetings or hybrid meetings (a combination of remote access and in-person).
- k. Discussion and possible vote to revoke the appointment of Glenn D. Cannon as Acting Town Administrator issued on September 7, 2021.
- l. Discussion and possible vote to appoint Glenn D. Cannon as the Acting Town Administrator effective December 6, 2021.

**7.a. Discussion and possible vote to approve the 2022 Recycling Policy.**

Dan Barrett, General Manager, Integrated Solid Waste Management (ISWM), said that there are not a lot of changes to the resident recycling policy this year. He listed the changes that were made on the 2022 Recycling Policy brochure.

**Voted:** Jared MacDonald moved, and Judy Froman seconded, to waive the second and third reading of the 2022 Bourne Board of Selectmen Recycling Center policy.

**Vote:** 5-0-0.

**Voted:** Jared MacDonald moved, and Mary Jane Mastrangelo seconded, to approve the 2022 Bourne Board of Selectmen Recycling Center policy as presented.

**Vote:** 5-0-0.

**7.b. Discussion and possible vote to sign the deed for the 6.5 acre "Flyover" parcel. The "Flyover" parcel is required as open space mitigation for the potential Integrated Solid Waste Management (ISWM) facility expansion.**

Assistant Town Administrator Glenn Cannon said that this a parcel of land the ISWM is looking to purchase for the expansion of the ISWM facility. Mr. Cannon said that this parcel of land would be purchased to offset 12 acres of land that was previously purchased. Mr. Cannon said that tonight the vote would be for the acceptance of deeds and the closing is set for next Wednesday, December 22.

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded, to approve purchase of Lot 2 on a Plan recorded with the Barnstable County Registry of Deeds in Plan Book 675, Page 72 known as the Flyover Nominee Trust consisting of approximately 6.5 acres and to sign the Acceptance of Deeds for the property.

**Vote:** 5-0-0.

**7.c. Charter Review Committee Presentation by Steve Mealy, Chairperson and the Charter Review Committee.**

Deferred.

**7.d. Climate Resilience Investment System and Implementation Plan presentation by Dan Nees and Joanne Throwe (via Zoom), representing the Environmental Protection Agency's (EPA) Southeast New England Program (SNEP) Southeast New England Program | US EPA.**

Joanne Throwe was not available to give the presentation. There were technical difficulties, therefore this agenda item will be deferred to January 4, 2022. Tim Lydon said that this is tied in with the Climate Resiliency Infrastructure Fund that was passed at Town Meeting. He said they are looking to create a structure in Bourne, starting with staff and understanding what the Town's issues are and what needs to be paid for going forward. He said it is a very good plan. There was some discussion about the plan and the timing. Mr. Lydon talked about a few points of the SNEP Program and about some projects that will be coming up regarding climate resiliency.

Chair Meier said that since it was after 7:30, item 8.a. would be taken out of order.

**8.a. 7:30 PM Hearing on application from Old Bridge Bar and Restaurant, Inc. 304 Main Street, Buzzards Bay for a year-round Common Victualer License for the sale of all kinds of**

**alcoholic beverages to be drunk on the premises, application for Common Victualer Food License and Entertainment License.**

**Voted:** George Slade moved, and Jared MacDonald seconded, to open the Public Hearing.

**Roll Call Vote** – Jared MacDonald - yes, Judy Froman - yes, Chair Peter Meier – yes, George Slade – yes, Mary Jane Mastrangelo – yes. 5-0-0.

Chair Meier read loud the public hearing notice:

NOTICE  
TOWN OF BOURNE  
LIQUOR HEARING

Notice is hereby given in accordance with Massachusetts General Laws Chapter 138, Section 12 that application has been received from Old Bridge Bar and Restaurant, Inc., d/b/a Old Bridge Bar and Restaurant, Benny P. Chu, Manager, 304 Main Street, Buzzards Bay, MA 02532 for a Year-Round Common Victualer License for the sale of all kinds of Alcoholic Beverages to be drunk on the premises. Description of premises: One floor – 7 rooms: 2 Dining rooms & 2 bars, office, kitchen, preparation/storage room men's and ladies' restrooms, 2 entrances, 3 exits, and enclosed outside 16'x60' patio. A hearing will be held at the Bourne Veterans' Memorial Community Center, 239 Main Street, Buzzards Bay, on Tuesday, December 14, 2021, at 7:30 p.m.

Benny Chu explained that this license would be for an American pub styled restaurant located at 304 Main Street in Buzzards Bay. There were no additional questions from the public.

**Voted:** Judy Froman moved, and Jared MacDonald seconded, to close the Public Hearing.

**Roll Call Vote** – Mary Jane Mastrangelo -yes, George Slade - yes, Chair Peter Meier – yes, Judy Froman – yes, Jared MacDonald – yes. 5-0-0.

**Voted:** Jared MacDonald moved, and Mary Jane Mastrangelo seconded, to approve a year-round Common Victualer License to Old Bridge Bar and Restaurant Benny Chu, Manager, for the sale of all kinds of alcoholic beverages under Mass General Law, Chapter 38, section 12. All alcoholic beverages should be drunk on the premises located at 304 Main Street, Buzzards Bay.

**Roll Call Vote** – Mary Jane Mastrangelo -yes, George Slade - yes, Chair Peter Meier – yes, Judy Froman – yes, Jared MacDonald – yes. 5-0-0.

**7.e. Discussion and possible vote to select new Town Counsel from the Law Firms of Miyares & Harrington LLP, Brooks & DeRensis P.C., and KP Law P.C.**

Chair Meier said that three firms that were the finalists to be chosen as Town Counsel are the Law Firms of Miyares & Harrington LLP, Brooks & DeRensis P.C., and KP Law P.C. Mr. Cannon said that the Board of Selectmen sent out an RFQ quite a while ago and they went through a selection process to narrow down the applicants for the RFQ and they picked their top three firms. The top three firms were interviewed by the Board of Selectmen, and they are here tonight to deliberate and discuss. Chair Meier added that Selectman Jared MacDonald was not present for the interviews,

and Mr. MacDonald said that he has watched the video of the interviews and he is all set to deliberate and discuss.

Chair Meier said they would start with a discussion about Miyares and Harrington, LLP. Ms. Froman said that one of the strengths that she saw with them connecting with Bourne was that they were very tied into developing community and connecting with who Bourne is. She said she liked the sense of how they talked about connecting with people and being accessible and they seem to be the right size for Bourne.

Ms. Mastrangelo said that she was struggling between this firm and one other firm, so she called some of the Towns that they represent and received high recommendations on the firm of Miyares & Harrington. She said that she heard from both Towns that she talked to that they have good bench strength. Overall, she found that what they said that they did in their interview is how they really work with their clients, and they became her number one choice.

Mr. Slade he was comfortable with all three firms. He feels sizing is an important factor. He said that Miyares and Harrington was not his first choice, but he would be fine with them as Town Counsel.

Mr. MacDonald said he felt that the statements that were made in their interview were impressive. He said he did his homework, and he was impressed with Ms. Rubin and her efforts in trying to stay ahead of things regarding training.

Chair Meier said that what stuck out to him was the senior person who has been in the business for a long time said that he is also there to offer wisdom and guidance to the rest of the staff that works for him. He said that he feels comfortable with this firm.

Chair Meier said the next firm that they interviewed was KP Law and he concerned because of their size, and he feels that they are too big. Also, the fact that they serve most of the Cape concerns him.

Mr. MacDonald said he was impressed with KP Law in that they truly did try to set a precedence for a smaller town community feel. He feels that they do have a lot of depth, but he feels that they are not the right fit for Bourne currently. He said that he agrees with Chair Meier that Bourne does not always fit the same criteria as the rest of the Cape.

Ms. Froman said she feels that KP Law is very sharp and qualified. She said she thinks they could do the smaller approach to the Town, but they still had a corporate feel. She said the deciding factor for her is that she does not think that the Town of Bourne should have Counsel that is also representing towns next to Bourne, because then you could be caught in a bind and need Special Counsel.

Mr. Slade said that he sought respondents on their experiences with KP Law and they were both very favorable and said that they had a good feel for the community. He does not see how the Town could lose with hiring them. He liked that they have a wealth of resources.

Ms. Mastrangelo said she agreed that they have depth, although she is concerned about their gatekeeper concept. She said her biggest concern with KP Law is a Conflict-of-Interest thing in that they are now the lawyers for the Barnstable County Commissioners. She feels they are a little too big and they have cookie cutter answers.

Ms. Mastrangelo said that she struggled with Brooks and DeRensis P.C. for her first choice. She feels they have a lot to offer. She thinks they would fit well in the community and would understand the Town of Bourne, and they came in a little behind for her.

Mr. Slade said he thought that Brooks and DeRensis P.C. were impressive and had all the credentials that you would want for attorneys. He also thought that Bourne could benefit from having a real estate attorney on the firm that represents the Town.

Ms. Froman said she felt the real estate attorney struck a note with her too. She thought all on the firm that interviewed, were fascinating and this firm could be very efficient. She said they came in a close second for her to Miyares and Harrington.

Mr. MacDonald said that all with Brooks and DeRensis were impressive, although he did not feel there was a lot of fluidity. He did receive great comments when he researched them. He did not feel there was a lot of looking toward the future with this firm.

Mr. Cannon agreed with Mr. MacDonald. Mr. Cannon also said that staff would welcome the training from whatever firm is chosen. Mr. Cannon said his choice order of firms is Miyares and Harrington first, then KP Law, then Brooks and DeRensis would be third choice. He said that he agreed with the Board of Selectmen about KP Law that they are a bit too big and the fact that they represent too many Cape Towns.

Chair Meier was concerned about the long-term succession of choosing Brooks and DeRensis.

**Voted:** Judy Froman moved, and Jared MacDonald seconded, to put KP Law, Miyares and Harrington and Brooks and DeRensis in a nomination.

**Vote:** 5-0-0.

Chair Meier said he would now ask each of the Board of Selectmen members which firm is their top choice: Jared MacDonald - Miyares and Harrington, Judy Froman - Miyares and Harrington, Chair Peter Meier – Miyares and Harrington, George Slade – Miyares and Harrington, Mary Jane Mastrangelo – Miyares and Harrington. Mr. Slade said he chose them because he listened to the reasons that each of the Board of Selectmen members gave, and he changed his mind from his original first choice.

**Voted:** Jared MacDonald moved, and Judy Froman seconded, to appoint the law firm of Miyares and Harrington as new Town Counsel for the Town of Bourne contingent on successful contract negotiations.

**Vote:** 5-0-0.

There was a brief discussion about negotiating the contract and signatures. Mr. Cannon will send an email to the chosen firm to notify them that they were chosen and an email to Bob Troy about his help in the negotiating the contract. There was also discussion about documents that need to be signed before Bob Troy is done working as counsel for the Town of Bourne.

**7.f. Discussion and possible vote on the NextGrid (solar array) First Amendment to the Memorandum of Agreement.**

Mr. Cannon said that this is something that the Board has agreed with the terms with NextGrid and it has gone to Town Meeting for approval. There were some minor inconsistencies that Town Counsel saw in the original contract, and they have been corrected. They are asking to approve this contract and to revoke the other one.

**Voted:** Mary Jane Mastrangelo moved, and Jared MacDonald seconded, to accept the following offer from Next Grid for the development of a solar array off Ernest Valeri Road:

- Premises: NextGrid to gift to the Town approximately 50 acres of land which includes an option to exercise a reversionary interest for consideration to the Town of \$2.78 million on the earlier of 25 years or upon decommissioning of the system.
- A donation of \$500,000 would be made to the town at commercial operations.
- An additional payment of \$500,000 (total \$1,000,000) would be made at commercial operations.
- An annual lease payment of \$75,250 per year for 25 years
- An Annual Payment In Lieu Of Taxes (PILOT) Payment of \$160,000 per year for 25 years
- Transaction Cost: Payment of \$15,000.

**Vote:** 5-0-0.

**7.g. Discussion and possible vote to void and nullify the Memorandum of Agreement between the Town of Bourne and NextGrid, LLC dated July 26, 2021.**

**Motion:** Jared MacDonald moved, and George Slade seconded, to nullify the July 26, 2021, Memorandum of Agreement between the Town of Bourne and NextGrid LLC and replace the original Memorandum of Agreement with the new Memorandum of Agreement date December 7, 2021.

**Voted:** Jared MacDonald moved, and Judy Froman seconded, to amend the main motion instead of saying December 7, 2021, it will say December 14, 2021.

**Vote:** 5-0-0.

**Motion:** The main motion as amended

**Vote:** 5-0-0.

**7.h. Discussion and possible vote to enter into a purchase and sales agreement with Barnstable County for the Barnstable County Land located at 0 Julius Kelly Drive and 0 County Road.**

Chair Meier said that they had a motion in executive session to submit an offer to Barnstable County to the Executive Director of the Barnstable County Commissioners, and they have acknowledged receipt. Mr. Cannon said they have until January 10, 2022, to give an answer.

~~Chair Meier read the motion: To authorize the Acting Town Administrator to sign the letter on behalf of the Board of Selectmen to the Barnstable County Commissioners and the Barnstable County Administrator relative to making an offer on Lot 7 and Lot 8 consisting of 65 acres located at 0 Julius Kelly Drive and 0 County Road.~~

**Voted:** Jared MacDonald moved, and George Slade seconded, to authorize the Acting Town Administrator to sign the letter on behalf of the Board of Selectmen to the Barnstable County Commissioners and the Barnstable County Administrator relative to making an offer on Lot 7 and Lot 8 consisting of 65 acres of Barnstable County land located at 100 Dr. Julius Kelly Drive and 0 County Road and offer the amount of \$500,000.00.

**Vote:** 5-0-0.

There was some discussion about the proposal and the appraisal.

**7.i. Discussion and possible vote relative to the possibility of a discharge of radioactive water from the Plymouth nuclear plant into Cape Cod Bay.**

Chair Meier said there has been a lot of communication in the newspapers about what may or may not happen, and as an abutting community he feels it is up to the leaders to be symbolic and give an opinion in what the Town of Bourne thinks should happen, because if it is discharged, it will end up in the waters of Bourne. Judy Froman thinks it is important for the leaders of the Town to say something about it.

**Voted:** Judy Froman made a motion, seconded by Mary Jane Mastrangelo, stating that the Bourne Select Board opposes the discharge of radioactive water into the waters of the Cape Cod Canal or Cape Cod Bay and authorized the Acting Town Administrator to draft a letter for signature by the Board to Mass DEP, EPA, the Nuclear Decommissioning Citizens Advisory Panel and the Nuclear Regulatory Commission to notify them of our opposition to the discharge of radioactive water and to request that the Town of Bourne and the Select Board be notified by Mass DEP, EPA, the Nuclear Decommissioning Citizens Advisory Panel and the Nuclear Regulatory Commission of any proposed use or actual use of an MPDES permit for the discharge of radioactive water in the waters of the Cape Cod Canal or Cape Cod Bay.

**Vote:** 5-0-0.

Mary Jane Mastrangelo asked if anyone knew if there was a letter written after the Town Meeting resolution on the safety of decommissioning. Chair Meier and Mr. Cannon were not aware of any such letter, and Ms. Mastrangelo asked that this topic become an agenda item at a future meeting.

**7.j. Discussion and possible vote to go to remote access meetings or hybrid meetings (a combination of remote access and in-person).**

Chair Meier put this on the agenda because last week they received correspondence from the Board of Health that they recommend going remote Zoom meetings going forward because of the spike in the number going up from 7.1% to 8%. There was some discussion about in person, remote or hybrid meetings and how each member of the Board feel about each type of meeting.

**Voted:** Jared MacDonald moved, and Mary Jane Mastrangelo seconded, that the Board of Selectmen go Zoom only for the January 4<sup>th</sup> and if needed for the January 11<sup>th</sup> meetings in 2022 and will re-evaluate further at the meeting on January 4<sup>th</sup> or January 11<sup>th</sup>.

**Vote:** 5-0-0.

**7.k. Discussion and possible vote to revoke the appointment of Glenn D. Cannon as Acting Town Administrator issued on September 7, 2021.**

Chair Meier said that when Mr. King resigned, it was questioned whether it was needed to get an agenda item and a special meeting for the purpose of making Glenn Cannon the Acting Town Administrator. After conversations with Town Counsel, Town Counsel felt because the Town never revoked his appointment when Mr. King came aboard and that his motion was active, and they didn't need to go through. As time went on, Mr. Cannon and Chair Meier were putting together the agenda, and Mr. Cannon was feeling more comfortable, so they revoked it to re-vote to make it official. Mr. Potter's email came in the same day that Chair Meier and Mr. Cannon were going over the agenda. Mr. MacDonald said that he thinks Mr. Potter's concern was more that his email was not responded to. Mr. Slade said that he apologizes for that as he usually does respond, but for some reason he thought that Mr. Potter was aware of the documents as he thought the agenda was the remedy to his email. Mr. Cannon said that he takes responsibility for it also as his office has a correspondence file and it was in Mr. King's old office and Mr. Cannon just discovered the file yesterday. Mr. Cannon said that other correspondence going back to November was discovered and it will all be on the January 4<sup>th</sup> agenda.

There was some discussion about the chain of the correspondence handling. Chair Meier said that overall, they cannot talk about why Mr. King left. Ms. Froman recommended that someone, either the Chair or the Clerk, follow up with Mr. Potter that his email was discussed and that the process was discussed.

Mr. Cannon said that on the appointment slip it says, "This appointment is valid until it is suspended or revoked". It was dated September 7, 2021. He said that it was never suspended or revoked. Bob Troy said that Mr. Cannon has the authority to be the Acting Town Administrator.

**Voted:** Judy Froman moved, and Jared MacDonald seconded, to revoke the appointment of Glenn Cannon as Acting Town Administrator as voted by the Select Board on September 7, 2021.

**Vote:** 5-0-0.

**7.l. Discussion and possible vote to appoint Glenn D. Cannon as the Acting Town Administrator effective December 6, 2021.**

**Voted:** Judy Froman moved, and Mary Jane Mastrangelo seconded, to appoint Glenn Cannon as the Acting Town Administrator effective December 6, 2021, until suspended, revoked or until a Town Administrator is appointed.

**Vote:** 5-0-0.

**8. Appointments and Licenses**

- a. **7:30 PM Hearing on application from Old Bridge Bar and Restaurant, Inc. 304 Main Street, Buzzards Bay for a year-round Common Victualer License for the sale of all kinds of alcoholic beverages to be drunk on the premises, application for Common Victualer Food License and Entertainment License.**
  - b. **Annual Common Victualer, Weekday and Sunday Entertainment, Coin Operated Amusement Device, General, Taxi and Livery, Auto Dealers Class I, II, III and Junk Yard licenses.**
  - c. **Discussion and possible vote to authorize the use of the Selectmen's stamps on an approved Year-Round Food, Entertainment, General and Coin-Operated Amusement Devices licenses.**
- 8.a. **7:30 PM Hearing on application from Old Bridge Bar and Restaurant, Inc. 304 Main Street, Buzzards Bay for a year-round Common Victualer License for the sale of all kinds of alcoholic beverages to be drunk on the premises, application for Common Victualer Food License and Entertainment License.**
- Previously heard and voted.
- 8.b. **Annual Common Victualer, Weekday and Sunday Entertainment, Coin Operated Amusement Device, General, Taxi and Livery, Auto Dealers Class I, II, III and Junk Yard licenses.**

**Voted:** Jared MacDonald made a motion, seconded by Mary Jane Mastrangelo, to approve the Auto Dealers Class 1 licenses for calendar year 2022 as follows:

- Prestige Auto Group, LLC, d/b/a Atlantic Subaru
- Frank Battles, Inc., d/b/a Battles Buick GMC
- Battles Nissan, LLC
- Baystate Equipment LLC, d/b/a Bobcat of Bourne
- Steel Horse Motorcycles of Cape Cod, LLC d/b/a Cape Cod Harley-Davidson
- T.F. Murphy Enterprises, Inc., d/b/a Falmouth Toyota
- Marty's Chevrolet, Inc.
- New England RV & Marine, Inc.
- South Shore Gold Carts, LLC

**Vote:** 5-0-0.

**Voted:** Jared MacDonald made a motion, seconded by Mary Jane Mastrangelo, to approve the Auto Dealers Class 2 licenses for calendar year 2022 as follows:

- Bay Motors
- Cataumet Auto Sales, Inc.
- Diamond Motors
- Falmouth Motor Car, Inc.
- Kent Auto
- Saade Pocasset Enterprises, LLC, d/b/a Pocasset Service Station
- Southeast Truck Center, LLC

- Tower Service Center, Inc., d/b/a Towers Used Cars
- Wenzel's Auto Rental, LLC

**Vote:** 5-0-0.

**Voted:** Jared MacDonald made a motion, seconded by Mary Jane Mastrangelo, to approve the Auto Dealers Class 3 license for calendar year 2022 for Knowlton's Garage Incorporated.

**Vote:** 5-0-0.

**Voted:** Jared MacDonald made a motion, seconded by Mary Jane Mastrangelo, to approve the Junk Yard license for Knowlton's Garage Incorporated

**Vote:** 5-0-0.

**Voted:** Jared MacDonald made a motion, seconded by Mary Jane Mastrangelo, to approve the Public Livery licenses for calendar 2022 as follows: Warren d/b/a Any Occasion Limousine (3 vehicles)

**Vote:** 5-0-0.

Ms. Froman asked if inspections are taken into consideration as they move forward with licenses, and Mr. Cannon said he is not sure about the specific inspections that they go through although they do track complaints on all issued licenses. Mr. MacDonald said the Health Inspector would take care of the inspections, and Mr. Cannon added that the Building Inspector does inspections also.

**Voted:** Jared MacDonald made a motion, seconded by Mary Jane Mastrangelo, to approve the Common Victualer without Liquor License for calendar year 2022 as follows:

- Koepfer, Inc., d/b/a Avocados Mexican and American
- Barlow's Clam Shack
- Blended Berry LLC
- Bourne Appe'tit LLC
- Bourne Nutrition
- Chen's Kitchen, Inc.
- Bayview Camp Ground, Inc. d/b/a Clammy's Pantry
- Colonial Concession
- Wurtzburger Creations, LLC, d/b/a The Corner Café
- Megansett Circle, Inc. d/b/a The Daily Brew
- Cape Cod Enterprises, LLC, d/b/a Dunkin Donuts (24 Meeting House Lane)
- Cape Cod Enterprises, LLC, d/b/a Dunkin Donuts (278 Main Street)
- Cape Cod Enterprises, LLC, d/b/a Dunkin Donuts (174 Clay Pond Road)
- Cape Cod Enterprises, LLC, d/b/a Dunkin Donuts (688 MacArthur Blvd)
- Cape Cod Enterprises, LLC, d/b/a Dunkin Donuts (2 Bourne Rotary)
- Cape Cod Enterprises, LLC, d/b/a Dunkin Donuts (343 Scenic Highway)
- Chankait Suksanit d/b/a Krua Thai
- DeMoulas Supermarket's Inc., d/b/a Market Basket
- McBee Enterprises, LLC, d/b/a McDonald's (370 MacArthur Blvd)

- McDonald's (15 Meetinghouse Lane)
- Tiplinger, Inc., d/b/a Monument Beach Pizza
- Carrie and Rob, Inc., d/b/a Mr. G's Pizza and Ice Cream
- E.B.A., Inc., d/b/a Prime Time House of Pizza
- Starbucks Coffee #14474
- Vela Juice Bar, Inc.
- D&P Myers Enterprise, LLC, d/b/a Whistle Stop Ice Cream Shop

**Vote:** 5-0-0.

Judy Froman asked why one of the McDonalds didn't have enterprise. Mr. Cannon said he would double check it.

**8.c. Discussion and possible vote to authorize the use of the Selectmen's stamps on an approved Year-Round Food, Entertainment, General and Coin-Operated Amusement Devices licenses.**

**Voted:** Jared MacDonald made a motion, seconded by Mary Jane Mastrangelo, to authorize the use of the Selectmen's stamp on Auto Dealers Class 1, Class 2, Class 3, Junk Yard and Public Livery, Common Victualer without liquor licenses for calendar year 2022

**Vote:** 5-0-0.

Chair Meier thanked Mr. Cannon, Kathleen, and Mary for holding it all together and all that they have done in the past few months.

**9. Town Administrator**

**a. Complete Streets update and notification of the December 15, 2021, Complete Streets projects list public information meeting.**

**b. Green Communities Designation request has been forwarded to the State.**

**9.a. Complete Streets update and notification of the December 15, 2021 Complete Streets projects list public information meeting.**

Chair Meier asked Mr. Cannon if there is any way that they can get a link for tomorrow's meeting posted on the Town news or calendar. Mr. Cannon said he will see what they can do about it.

Mr. Cannon gave a reminder about the Zoom meeting by the Cape Cod Commission. He said the next step of the plan is to seek funding from the State for the Complete Streets policy that the Board approved, and then start implementing projects around Town. There was some discussion on some areas that are of concern on the streets in Bourne.

**9.b. Green Communities Designation request has been forwarded to the State.**

Mr. Cannon said that the Board worked on Green Communities through the summer and fall and it has been completed. He said that the School Committee signed off on the Energy Reduction Plan, and it has been forwarded to the State and now they are waiting for the Green Communities designation, and after that there will be more funding for the Town of Bourne.

## 10. Correspondence

George Slade listed the following correspondence:

- Regina Hapgood – letter to the Roadways Safety Committee seeking and suggesting remedy to the speeding cars on Taylor's Point.
- Roger Forget of the Upper Cape Regional Technical High School, thank James McGrail of Marion for serving in the collective bargaining area.
- Mass Department of Marine Fisheries - two letters that it is ok to harvest shellfish at Pocasset Harbor through May 31, 2022, and Fisherman's' Cove, which is open until April 30, 2022.
- Xfinity regarding the channel selections including FUSE TV that is now being added.
- Massachusetts and Northern New England Laborers District Council representing DPW Units A and B and ISWM with attempt to re-negotiate the agreement that will expire June 30, 2022.
- Department of Environmental Protection with an impact area groundwater study program letter on the status of RDX breakthrough.

Chair Meier said that regarding Regina Hapgood, she said that she sent an email to Mr. King, and she was appalled by his response and Chair Meier wanted to apologize to her on behalf of the Board. Ms. Froman said that this email should have been forwarded to the Roadway Safety Committee and they would respond. Mr. Cannon said that he will forward the email to the Committee.

## 11. Committee Reports

Chair Meier said he is the liaison to the Community Building Trustees, and he was at a meeting earlier in the day and a list of concerns was brought forward that they wanted to Board of Selectmen to know. He read the list aloud:

- The Council on Aging activity room bathrooms have been nonoperational since September - new injection pump and pipes are needed.
- Gym lobby bathrooms have been nonoperational since January 2020 and should be completed by the end of the week.
- No HVAC in several of the offices and the appliances are not working currently and they need to follow up with facilities
- There are issues with mice in the building.
- WIFI is spotty in certain areas.
- Lack of custodial support.

Chair Meier said that the Community Building services almost everyone in the Town of Bourne at one point or another and they need to figure out a way to fix all the issues.

Mary Jane Mastrangelo said that some of these items are on the Capital Plan. She said the delays in the HVAC are due to the ESCO plan and there are a lot of moving parts in this issue getting fixed. Items like the bathrooms should be brought forward to the Finance Committee for a reserve

fund transfer because there is money there for emergencies. Chair Meier asked Mr. Cannon to give the Board of Selectmen a follow up report after he addresses these issues.

Jared MacDonald said he attended the Homeless for the Holidays, and a plaque was given to the Bourne Select Board from Craig Poirier for celebrating 20 years of Homeless for the Holidays.

George Slade said that he wanted to report something that is going on with the Assembly of Delegates because it may touch the Town of Bourne. He said the main thing is there is a meeting tomorrow and hopefully they reach an agreement to incorporate the Barnstable Municipal Police Academy into the County government.

Judy Forman said that she and Mr. Cannon met with Mass Maritime to talk about different types of connections and sources for jobs and job descriptions. She said that the American Cruise Line is going to be coming through in June through August. She said she is looking for ideas to showcase Bourne when these cruisers come to visit Bourne.

Chair Meier said that Corinne Moore is retiring on December 30<sup>th</sup> after many years of service. Mr. Cannon read aloud a citation that the Board signed for her. They will proclaim December 30<sup>th</sup> Corinne Moore Day.

## 12. Adjourn

**Voted:** Jared MacDonald moved, and Judy Froman seconded to adjourn.

**Vote:** 5-0-0.

Respectfully Submitted,

Kim Johnson, Recording Secretary

# TALENT BANK FORM

## ACT NOW- SERVE YOUR COMMUNITY

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### TOWN GOVERNMENT TALENT BANK

c/o Town Administrator,

24 Perry Avenue

Buzzards Bay, MA 02532

NAME: ROBERT WHEELER

DATE: 2/18/22

ADDRESS: [REDACTED]

PRECINCT: 6

OCCUPATION: RETIRED (IT) TELEPHONE # [REDACTED]

BACKGROUND: INFORMATION TECHNOLOGY

Check	AREAS OF INTEREST (LIST ORDER OF PREFERENCE)
	AFFORDABLE HOUSING TRUST - provides the Town with many tools to create and preserve affordable housing, including the ability to option, lease, purchase, renovate, and lease out or sell real estate.
	ZONING BOARD OF APPEALS - The Board of Appeals shall have and exercise all the powers granted to it by Chapters 40A, 40B, and 41 of the General Laws, and by this Bylaw, those powers being to hear and decide applications for Special Permits upon which the Board is empowered to act under this Bylaw; to hear and decide petitions for variances, excluding variances for use; to hear and decide other appeals from any aggrieved person, officer, or board, or the Cape Cod Planning and Economic Development Commission, to issue comprehensive permits as provided by Sections 20-23, Ch.40B, G.L., and in special cases to issue withheld building permits, as provided by Section 81Y, Ch.41, G.L.
	BOARD OF ASSESSORS
	BARNSTABLE COUNTY COASTAL RESOURCES - is the County's coastal advisory committee, serves as a liaison between towns and the County on coastal issues and is the local governance committee for the Cape Cod region of the Massachusetts Bays Program.
	BARNSTABLE COUNTY HOME CONSORTIUM - is comprised of 15 communities on Cape Cod. Jurisdiction to receive and disburse HOME funds.
	BARNSTABLE COUNTY HUMAN RIGHTS COMMISSION - To promote and protect the basic human rights of all persons in Barnstable County
	BUZZARDS BAY ACTION - The mission of the Buzzards Bay Action Committee is to improve collaboration among watershed municipalities.
	BY-LAW COMMITTEE - Reviews and also recommends updates or changes to the Town By-laws
	CABLE ADVISORY COMMITTEE- performs research/makes recommendations for cable license renewal
	CAPE & VINEYARD ELECTRIC COOPERATIVE - was organized on September 12, 2007. Provides for the establishment of energy cooperatives.
	CAPE COD COMMISSION - is an agency within Barnstable County regional government, but with its own separate and unique funding source, the Cape Cod Environmental Protection Fund.
	CAPE COD WATER PROTECTION COLLABORATIVE - to help Cape Cod and Islands towns pay for necessary wastewater infrastructure and water quality remediation projects.

	CAPE LIGHT COMPACT - mission is to serve our 205,000 customers through the delivery of proven energy efficiency programs, effective consumer advocacy, and renewable competitive electricity supply.
	CAPITAL OUTLAY COMMITTEE – Reviews requests and makes recommendations to the Town Administrator on large equipment or building projects
	CHARTER COMPLIANCE COMMITTEE – Hears and adjudicates complaints filed alleging Charter Violations
	CHARTER REVIEW COMMITTEE –Reviews Charter every five years
	COMMISSION ON DISABILITIES - cause the integration and participation of people with disabilities; assists municipal officials in ensuring compliance with the ADA and other state/federal laws
	COMMUNITY ACTION COMMITTEE OF CAPE COD & ISLANDS, INC. - is a private, non-profit organization that provides a variety of services to low-income individuals and families to help them improve the quality of their lives and achieve self-sufficiency.
	COMMUNITY ENGAGEMENTS - mission is to sponsor and encourage community events, projects, activities, services, programs, and public improvements which are of mutual interest to the visitors and residents of the Town of Bourne, and, which strengthen the Town by fostering community involvement and spirit. The Committee shall create an application for funding and invite organizations or individuals to submit on events or activities that will benefit the Town of Bourne and its citizens. In no event may a Member present a project before the Committee. The committee shall provide quarterly reporting to the Board of Selectmen and Town Administrator.
	COMMUNITY PRESERVATION COMMITTEE will give preference to proposals Are eligible for Community Preservation Act (CPA) funding according to the requirements described in the CPA legislation; specifically, The acquisition, creation, and preservation of open space. The acquisition, preservation, rehabilitation, and restoration of historic resources. The acquisition, creation, and preservation of land for recreational use. The creation, preservation, and support of community housing (including items such as annual payments to the housing authority to preserve or expand the affordable housing supply). The rehabilitation and restoration of open space, land for recreational use, and community housing that is acquired or created using monies from the fund.
	CONSERVATION COMMISSION- administers the Wetlands Protection Act, Local Wetlands bylaws
	COUNCIL ON AGING- coordinates programs designed for the needs of aging in coordination with the MA Executive Office of Elder Affairs
	CULTURAL COUNCIL - reviews applications for local arts and cultural events and awards grant funds received from the MA Cultural Council.
	DESIGN REVIEW BOARD (DRB)- reviews alterations, including demolitions of properties located within the demarked areas, adopts design guidelines, rules/regulations
	EDUCATION/SCHOLARSHIP
	FINANCE COMMITTEE- reports to town meeting on the proposed budget of town manager and any warrant articles having a fiscal impact on the Town.
	HISTORICAL COMMISSION - caretakers of the Town history.
	HOUSING PARTNERSHIP - addresses local housing needs through a collaborative effort between local govt., community organizations, banks and the private sector.
	HUMAN SERVICES - The Committee is charged with recommending policies and potential programs to the Town Administrator related to the delivery of human services to the citizens of Bourne.
	LANDFILL BUSINESS PROJECT MODEL WORKING GROUP-Make recommendations on long term viability of the Integrated Solid Waste Management Department to the Town Administrator and Selectmen
	LOCAL EMERGENCY PLANNING COMMITTEE - mission is to provide residents with an emergency response program for hazardous materials incidents, extreme weather, and other high impact events.

	OPEN SPACE COMMITTEE - was formed in 1999 for the purpose of recommending acquisitions of interest in real property to be owned or managed by the Conservation Commission or other designated nonprofit organization or in the case of interests to acquire sites for future wellhead development for a Water Resource District.
	TASK FORCE ON LOCAL POLLUTION/PHASE II STORMWATER MANAGEMENT COMMUNITY OVERSIGHT PROGRAM - membership shall consist of seven (7) members of the general public, at least two of whom, if possible, shall have a professional background in science, law or engineering.
	PRIVATE ROADS ACCEPTANCE - On an annual basis we will have to establish a prioritization process to see what roads will be brought before the town for consideration.
	RECREATION COMMITTEE – Works with the Director of Recreation on long term planning for the recreational needs of the Town
	RECYCLING - Provide advice and assistance to the Board of Selectmen, the ISWM General Manager and Town residents concerning recycling requirements and procedures. Assist the Board of Selectmen with public education concerning recycling, composting and source reduction.
	REGISTRAR OF VOTERS - The Board of Registrars responsibilities include registering voters, making local listings of residents, certifying nomination papers and petitions, processing absent voter applications and administering election recounts.
/	SELECTMEN'S ENERGY ADVISORY COMMITTEE - assist the Board of Selectmen on the investigation, research and consideration of siting and utilizing alternative forms of energy for municipal purposes.
	SOUTH SIDE FIRE STATION BUILDING COMMITTEE - To make recommendations regarding the feasibility, design, siting and construction of new, replacement Fire/EMS station on south side of Cape Cod Canal.
	SHORE AND HARBOR COMMITTEE – Works on plans, future development and recommends regulatory change and enforcement
	SPECIAL WORKS OPPORTUNITY PROGRAM - SWOP's mission statement is to provide social opportunities to adults with intellectual disabilities residing in the Town of Bourne. We do this through social settings that foster independence and cultivate respect and support through community involvement.
	STREET AND TRAFFIC – Look into the current street lighting.
	TOWN ADMINISTRATORS ADVISORY COMMITTEE ON PEDESTRIAN BICYCLE PATHWAY - to assist in the creation of a pedestrian and bicycle pathway within the geographic boundaries of the Town of Bourne, connecting with the Shining Sea pathway in Falmouth
	TRANSPORTATION ADVISORY COMMITTEE - shall have the following responsibilities on transportation-related projects proposed by the town and others and shall include, but not limited to, highways and other roadways, rail services, bus services, shuttle services and transportation facilities.
	WASTEWATER ADVISORY COMMITTEE - To serve as advisors to the Town Administrator and Bourne Board of Sewer Commissioners in the areas of public policy and long-range planning as it relates to the implementation of the Comprehensive Wastewater Management Plan.
	WASTEWATER FACILITY DESIGN AND BUILDING - To serve as advisors to the Town Administrator and Bourne Board of Sewer Commissioners as it prepares the final design, siting and construction of a 100,000 gpd facility within Buzzards Bay.
	UPPER CAPE REGIONAL TRANSFER STATION - is the body that oversees all operations for the municipally-owned regional solid waste transfer station located on Joint Base Cape Cod (JBCC) in Sandwich.
	VETERANS GRAVES OFFICER
	OTHER (please list)

## SELECTMEN'S ENERGY ADVISORY COMMITTEE APPOINTED BY BOARD OF SELECTMEN

The Selectmen's Alternative Energy Advisory Committee shall be composed of 7 to 9 citizens, appointed for a one year term, who possess knowledge, experience or interest in alternative forms of energy, such as solar, wind or tidal, etc.

December 18, 2007 Selectmen's Meeting voted to expand Committee to 11 members.  
December 2, 2015 Selectmen's Meeting voted to reduce Committee to 7 members.  
June 21, 2016 Voted to reduce membership from 7 to 5.

21-22 COMMITTEE				
EXP	COMM	APPT BY	FIRST	LAST
June 30, 2022	Selectmen's Energy Advisory Committee	Board of Selectmen	Carl	Georgeson
June 30, 2022	Selectmen's Energy Advisory Committee	Board of Selectmen	Cheryl	Keown
June 30, 2022 *Resigned 9/24/21	Selectmen's Energy Advisory Committee	Board of Selectmen	Frank M.	Kodzis
June 30, 2022	Selectmen's Energy Advisory Committee	Board of Selectmen	Janice	Marks
June 30, 2022	Selectmen's Energy Advisory Committee	Board of Selectmen	Robert E.	Schofield
June 30, 2022	Selectmen's Energy Advisory Committee	Board of Selectmen		Vacancy

Applicant:  
Robert Wheeler,



Please note: There is [1] regular member vacancy [2022]

**\*Vacancy advertised on Town WEB page**

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### TOWN GOVERNMENT TALENT BANK

c/o Town  
Administrator,  
24 Perry Avenue  
Buzzards Bay, MA

NAME: Judith L House (Judy) <sup>02532</sup> DATE: 2/8/22

ADDRESS: [REDACTED] PRECINCT: 5

OCCUPATION: retired TELEPHONE: [REDACTED]

BACKGROUND: physics/engineer: communication systems for DoD

hobby: buy houses that are in disrepair + fix

real estate broker, paralegal certificate, architecture

Check	AREAS OF INTEREST (LIST ORDER OF PREFERENCE) <sup>courses</sup>
	AFFORDABLE HOUSING TRUST - provides the Town with many tools to create and preserve affordable housing, including the ability to option, lease, purchase, renovate, and lease out or sell real estate.
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	REGISTRAR OF VOTERS - The Board of Registrars responsibilities include registering voters, making local listings of residents, certifying nomination papers and petitions, processing absent voter applications and administering election recounts.
	ROAD ACCEPTANCE ADVISORY COMMITTEE
	ROADWAY TRAFFIC SAFETY COMMITTEE - This committee is a review and clearing house for all issues relating to the roadways and traffic or other related safety issues in the Town of Bourne.
	SELECTMEN'S ENERGY ADVISORY COMMITTEE - assist the Board of Selectmen on the investigation, research and consideration of siting and utilizing alternative forms of energy for municipal purposes.
	SOUTH SIDE FIRE STATION FEASIBILITY AND DESIGN BUILDING COMMITTEE - To serve as advisors to the Town Administrator and Bourne Board of Selectmen as it prepares the design, siting and feasibility of a new replacement fire/ems station on the south side of the Cape Cod Canal.
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	WASTEWATER FACILITY DESIGN AND BUILDING - To serve as advisors to the Town Administrator and Bourne Board of Sewer Commissioners as it prepares the final design, siting and construction of a 100,000 gpd facility within Buzzards Bay.
	UPPER CAPE REGIONAL TRANSFER STATION - is the body that oversees all operations for the municipally-owned regional solid waste transfer station located on Joint Base Cape Cod (JBCC) in Sandwich.
	VETERANS GRAVES OFFICER
	OTHER (please list)

## JUDY HOUSE



**Interested in an Associate Member position on the Bourne Historic Commission**

BOURNE BOARD OF SELECTMEN  
FEB 14 2022 11:15

### Engineering Experience Summary

**Systems Engineer/Project Manager** – (16 years) Designed communications systems for the Department of Defense including satellites, submarine radars, world-wide networks, and phones. Designed and analyzed security of computer systems. Defined and wrote security policy for government agencies. Defined schedules, assigned & tracked tasking, trained staff, chaired meetings, gave briefings, wrote proposals. Developed training courses on systems engineering and computer security. Developed and wrote documentation and reports including concept of operations. system requirements, and specifications. 1979-2019

**Software Engineer** – (9 years) C++, C, Assembly Languages, Java, Ada. 1979-2019

### Other Relevant Experience

**Dedham Historical Society & Museum** part-time employment as Membership Coordinator, 2019 – 2020. Volunteer 2018 – 2021

**Architecture Design** Worked for Drummey Rosane Anderson while taking courses at Boston Architectural Center. Designed floor layout for renovation of the Saltonstall Building for temporary use as a courthouse and jail. Designed floor layout and auditorium elevation for Milton middle school. 2002

**Real Estate Broker** – Worked for RE/MAX offices in Needham and Wellesley years ago. More recently, worked for myself and represented my personal sales and purchases of houses.

**Buy houses and repair them** - Have fixed up and sold about 10 houses over the years. Excluding the plumbing and electrical work, do most of the work myself including reroofing houses, building a bulkhead and basement entry, installing underground drainage system, updating kitchens and baths, replacing light fixtures, landscaping and gardening.

### EDUCATION

BS in Physics with Honors  
First year of law School  
Paralegal certificate  
Architecture courses

Northeastern University  
Suffolk University Law School  
Northeastern University  
Boston Architecture Center and  
MassBay Community College

# HISTORIC COMMISSION

## THREE YEAR TERM

### Associate – One Year Term

Established at 1972 Annual Town Meeting, Article 75  
NOT LESS THAN 3 NOR MORE THAN 7 MEMBERS 3 YEAR TERMS

21-22 COMMITTEE				
EXP	COMM	APPT BY	FIRST	LAST
June 30, 2023	Historic Commission	Board of Selectmen	Deborah M.	Burgess
June 30, 2024	Historic Commission	Board of Selectmen	Jean	Campbell
June 30, 2024	Historic Commission	Board of Selectmen	Blanche E.	Cody
June 30, 2022	Historic Commission	Board of Selectmen	Carl	Georgeson
June 30, 2022	Historic Commission	Board of Selectmen	Neil F.	Langille
June 30, 2024	Historic Commission	Board of Selectmen	Mary P.	Reid
June 30, 2022	Historic Commission	Board of Selectmen	Judith A.	Riordan
June 30, 2022	Historic Commission - Associate Member	Board of Selectmen	Rich	Kantor
June 30, 2022	Historic Commission - Associate Member	Board of Selectmen	Karl	Spilhaus
June 30, 2022	Historic Commission - Associate Member	Board of Selectmen		Vacancy
June 30, 2022	Historic Commission - Associate Member	Board of Selectmen		Vacancy

Applicant for Associate:

Judith House, [REDACTED]

\*Vacancies advertised on Town WEB page

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### TOWN GOVERNMENT TALENT BANK

c/o Town Administrator,  
24 Perry Avenue  
Buzzards Bay, MA 02532

NAME: Alexander Fleming

DATE: 3/2/2022

ADDRESS:

PRECINCT: 02

OCCUPATION: Freelance Film Producer

TELEPHONE #

BACKGROUND: B.F.A in Filmmaking from UNC School of the Arts, frequent traveler, film/art nerd

Check	AREAS OF INTEREST (LIST ORDER OF PREFERENCE)
	AFFORDABLE HOUSING TRUST - provides the Town with many tools to create and preserve affordable housing, including the ability to option, lease, purchase, renovate, and lease out or sell real estate.
	ZONING BOARD OF APPEALS - The Board of Appeals shall have and exercise all the powers granted to it by Chapters 40A, 40B, and 41 of the General Laws, and by this Bylaw, those powers being to hear and decide applications for Special Permits upon which the Board is empowered to act under this Bylaw; to hear and decide petitions for variances, excluding variances for use; to hear and decide other appeals from any aggrieved person, officer, or board, or the Cape Cod Planning and Economic Development Commission, to issue comprehensive permits as provided by Sections 20-23, Ch.40B, G.L., and in special cases to issue withheld building permits, as provided by Section 81Y, Ch.41, G.L.
	BOARD OF ASSESSORS
	BARNSTABLE COUNTY COASTAL RESOURCES - is the County's coastal advisory committee, serves as a liaison between towns and the County on coastal issues and is the local governance committee for the Cape Cod region of the Massachusetts Bays Program.
	BARNSTABLE COUNTY HOME CONSORTIUM - is comprised of 15 communities on Cape Cod. Jurisdiction to receive and disburse HOME funds.
	BARNSTABLE COUNTY HUMAN RIGHTS COMMISSION - To promote and protect the basic human rights of all persons in Barnstable County
	BUZZARDS BAY ACTION - The mission of the Buzzards Bay Action Committee is to improve collaboration among watershed municipalities.
	BY-LAW COMMITTEE - Reviews and also recommends updates or changes to the Town By-laws
	CABLE ADVISORY COMMITTEE- performs research/makes recommendations for cable license renewal
	CAPE & VINEYARD ELECTRIC COOPERATIVE - was organized on September 12, 2007. Provides for the establishment of energy cooperatives.
	CAPE COD COMMISSION - is an agency within Barnstable County regional government, but with its own separate and unique funding source, the Cape Cod Environmental Protection Fund.
	CAPE COD WATER PROTECTION COLLABORATIVE - to help Cape Cod and Islands towns pay for necessary wastewater infrastructure and water quality remediation projects.

	CAPE LIGHT COMPACT - mission is to serve our 205,000 customers through the delivery of proven energy efficiency programs, effective consumer advocacy, and renewable competitive electricity supply.
	CAPITAL OUTLAY COMMITTEE – Reviews requests and makes recommendations to the Town Administrator on large equipment or building projects
	CHARTER COMPLIANCE COMMITTEE – Hears and adjudicates complaints filed alleging Charter Violations
	CHARTER REVIEW COMMITTEE –Reviews Charter every five years
	COMMISSION ON DISABILITIES - cause the integration and participation of people with disabilities; assists municipal officials in ensuring compliance with the ADA and other state/federal laws
	COMMUNITY ACTION COMMITTEE OF CAPE COD & ISLANDS, INC. - is a private, non-profit organization that provides a variety of services to low-income individuals and families to help them improve the quality of their lives and achieve self-sufficiency.
	COMMUNITY ENGAGEMENTS - mission is to sponsor and encourage community events, projects, activities, services, programs, and public improvements which are of mutual interest to the visitors and residents of the Town of Bourne, and, which strengthen the Town by fostering community involvement and spirit. The Committee shall create an application for funding and invite organizations or individuals to submit on events or activities that will benefit the Town of Bourne and its citizens. In no event may a Member present a project before the Committee. The committee shall provide quarterly reporting to the Board of Selectmen and Town Administrator.
	COMMUNITY PRESERVATION COMMITTEE will give preference to proposals Are eligible for Community Preservation Act (CPA) funding according to the requirements described in the CPA legislation; specifically, The acquisition, creation, and preservation of open space. The acquisition, preservation, rehabilitation, and restoration of historic resources. The acquisition, creation, and preservation of land for recreational use. The creation, preservation, and support of community housing (including items such as annual payments to the housing authority to preserve or expand the affordable housing supply). The rehabilitation and restoration of open space, land for recreational use, and community housing that is acquired or created using monies from the fund.
	CONSERVATION COMMISSION- administers the Wetlands Protection Act, Local Wetlands bylaws
	COUNCIL ON AGING- coordinates programs designed for the needs of aging in coordination with the MA Executive Office of Elder Affairs
X	CULTURAL COUNCIL - reviews applications for local arts and cultural events and awards grant funds received from the MA Cultural Council.
	DESIGN REVIEW BOARD (DRB)- reviews alterations, including demolitions of properties located within the demarked areas, adopts design guidelines, rules/regulations
	EDUCATION/SCHOLARSHIP
	FINANCE COMMITTEE- reports to town meeting on the proposed budget of town manager and any warrant articles having a fiscal impact on the Town.
	HISTORICAL COMMISSION - caretakers of the Town history.
	HOUSING PARTNERSHIP - addresses local housing needs through a collaborative effort between local govt., community organizations, banks and the private sector.
	HUMAN SERVICES - The Committee is charged with recommending policies and potential programs to the Town Administrator related to the delivery of human services to the citizens of Bourne.
	LANDFILL BUSINESS PROJECT MODEL WORKING GROUP-Make recommendations on long term viability of the Integrated Solid Waste Management Department to the Town Administrator and Selectmen
	LOCAL EMERGENCY PLANNING COMMITTEE - mission is to provide residents with an emergency response program for hazardous materials incidents, extreme weather, and other high impact events.

	OPEN SPACE COMMITTEE - was formed in 1999 for the purpose of recommending acquisitions of interest in real property to be owned or managed by the Conservation Commission or other designated nonprofit organization or in the case of interests to acquire sites for future wellhead development for a Water Resource District.
	TASK FORCE ON LOCAL POLLUTION/PHASE II STORMWATER MANAGEMENT COMMUNITY OVERSIGHT PROGRAM - membership shall consist of seven (7) members of the general public, at least two of whom, if possible, shall have a professional background in science, law or engineering.
	PRIVATE ROADS ACCEPTANCE - On an annual basis we will have to establish a prioritization process to see what roads will be brought before the town for consideration.
	RECREATION COMMITTEE – Works with the Director of Recreation on long term planning for the recreational needs of the Town
	RECYCLING - Provide advice and assistance to the Board of Selectmen, the ISWM General Manager and Town residents concerning recycling requirements and procedures. Assist the Board of Selectmen with public education concerning recycling, composting and source reduction.
	REGISTRAR OF VOTERS - The Board of Registrars responsibilities include registering voters, making local listings of residents, certifying nomination papers and petitions, processing absent voter applications and administering election recounts.
	SELECTMEN’S ENERGY ADVISORY COMMITTEE - assist the Board of Selectmen on the investigation, research and consideration of siting and utilizing alternative forms of energy for municipal purposes.
	SOUTH SIDE FIRE STATION BUILDING COMMITTEE - To make recommendations regarding the feasibility, design, siting and construction of new, replacement Fire/EMS station on south side of Cape Cod Canal.
	SHORE AND HARBOR COMMITTEE – Works on plans, future development and recommends regulatory change and enforcement
	SPECIAL WORKS OPPORTUNITY PROGRAM - SWOP’s mission statement is to provide social opportunities to adults with intellectual disabilities residing in the Town of Bourne. We do this through social settings that foster independence and cultivate respect and support through community involvement.
	STREET AND TRAFFIC – Look into the current street lighting.
	TOWN ADMINISTRATORS ADVISORY COMMITTEE ON PEDESTRIAN BICYCLE PATHWAY - to assist in the creation of a pedestrian and bicycle pathway within the geographic boundaries of the Town of Bourne, connecting with the Shining Sea pathway in Falmouth
	TRANSPORTATION ADVISORY COMMITTEE - shall have the following responsibilities on transportation-related projects proposed by the town and others and shall include, but not limited to, highways and other roadways, rail services, bus services, shuttle services and transportation facilities.
	WASTEWATER ADVISORY COMMITTEE - To serve as advisors to the Town Administrator and Bourne Board of Sewer Commissioners in the areas of public policy and long-range planning as it relates to the implementation of the Comprehensive Wastewater Management Plan.
	WASTEWATER FACILITY DESIGN AND BUILDING - To serve as advisors to the Town Administrator and Bourne Board of Sewer Commissioners as it prepares the final design, siting and construction of a 100,000 gpd facility within Buzzards Bay.
	UPPER CAPE REGIONAL TRANSFER STATION - is the body that oversees all operations for the municipally-owned regional solid waste transfer station located on Joint Base Cape Cod (JBCC) in Sandwich.
	VETERANS GRAVES OFFICER
	OTHER (please list)

# BOURNE CULTURAL COUNCIL APPOINTED BY SELECTMEN THREE YEAR TERM

Established in accordance with MGL c.10, sec. 35C Adopted at 1980 Annual Town Meeting, Art. 15 Increase in membership- Article 6, 1980 Special Town Meeting. 7 Members, two (3) yr. term, but not more than two consecutive terms.

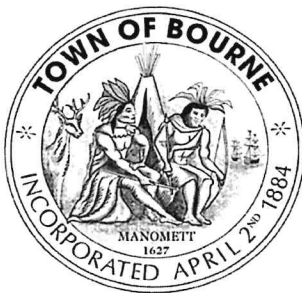
Increase in membership from 7 to 11 members, Article 21, 1988 Annual Town Meeting. Change of name from Bourne Arts Lottery Council to Bourne Cultural Council, Article 28, 1993 Annual Town Meeting

21-22 COMMITTEE				
EXP	COMM	APPT BY	FIRST	LAST
June 30, 2022	Bourne Cultural Council	Board of Selectmen	Patti	Parker
June 30, 2023	Bourne Cultural Council	Board of Selectmen	Elizabeth	Dussan'
June 30, 2023	Bourne Cultural Council	Board of Selectmen	Nicole	Fox, Chair [Co]
June 30, 2023	Bourne Cultural Council	Board of Selectmen	Melissa	Healy
June 30, 2023	Bourne Cultural Council	Board of Selectmen	Maria Winter	Mitchell
June 30, 2023	Bourne Cultural Council	Board of Selectmen	Christine	Shock, Chair [Co]
June 30, 2024	Bourne Cultural Council	Board of Selectmen	Kathy Fox	Alfano
June 30, 2024	Bourne Cultural Council	Board of Selectmen		Vacancy
June 30, 2024	Bourne Cultural Council	Board of Selectmen		Vacancy
June 30, 2024	Bourne Cultural Council	Board of Selectmen		Vacancy
June 30, 2024	Bourne Cultural Council	Board of Selectmen		Vacancy

**Applicant:**

**Alexander Fleming,**

**\*Vacancy advertised on Town WEB page**



# Town of Bourne

## Office of Selectmen

Bourne, MA March 1, 2022

Stephen F. Mealy [REDACTED]

The undersigned Selectmen of Bourne have this day appointed you

Cape Cod Commission - Bourne's Representative

This appointment is valid until: April 30, 2025

Yours respectfully,

Sworn to before me

This .....day of .....

..... 20 .....

.....  
Town Clerk

.....

..... Selectmen

..... of

..... Bourne

.....

## Cannon, Glenn

---

**From:** [REDACTED]  
**Sent:** Tuesday, February 22, 2022 12:33 PM  
**To:** All Selectmen  
**Cc:** Cannon, Glenn  
**Subject:** Mealy Requests reappointment to Cape Cod Commission  
**Attachments:** 20220222 Public Service History Resume, Stephen Mealy.doc

Dear Board Members:

I am requesting to be reappointed to the Cape Cod Commission for a second term.

I have served on the Commission since 2019 and have participated in all meetings. Last year I was voted as Vice-Chairman of the Commission and continue to support the work of the Executive Committee.

Among the many subcommittees I have served on, I served on the Climate Action Subcommittee from June 2020 until the July of 2021, supporting the integration of a Private Petition to address Climate Change withing the Regional Policy Plan. This large work resulted in a successful adaptation and release of a Climate Action Plan in the summer of 2021. I served as Chairman of the Subcommittee which reviewed the Bourne Landfill Expansion project thoroughly reviewing the application with other members prior to the review before the entire Commission.

I extend my thanks to the Board members for their consideration. I would make myself available to the Board should they have any questions. A summary of my community services is attached. I have greatly enjoyed my service to the Cape community and the Commission and wish to continue at the pleasure of the Select Board and residents of Bourne.

Best Regards,

Stephen Mealy

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

**Stephen F. Mealy**



September 2021

**Local Government Experience**

Association to Preserve Cape Cod, 2019-  
Member, Board of Directors

Cape and Islands Select Board Member and Councilors Association, Executive Board  
Member and Treasurer

Bourne's Representative to the Cape Cod Commission, 2019-  
Vice Chairman, Cape Cod Commission, 2020-  
Member, Climate Change Subcommittee, 2020-2021

Bourne Wastewater Advisory Committee, 2017-2019

Bourne Charter Compliance Committee, 2017-

Bourne Charter Review Committee, 2020-  
Chairman, 2020-

Bourne Select Board, 2014 – 2017  
Chairman 2015, Clerk 2014

Bourne Select Board, 2006-2012  
Clerk 2013, Vice Chairman 2007, Chairman 2008

Board Liaison to:

Massachusetts Maritime Academy  
Main Street Steering Committee  
Community Building Trustee  
Wastewater Advisory Committee  
Cape Cod Water Protection Collaborative  
Financial Project Working Group  
Recycling Committee

Bourne Transportation Advisory Committee, 2018-

Town Administrator Search Committee, Chairman, 2019

Bourne Finance Community, 1979 – 1986  
Chairman, 1984 – 1986

Bourne Planning Board, 1986 – 1990  
Chairman, 1989

Bourne Shore and Harbor Committee, 1992 – 2006  
Chairman, 1996 – 2006

Bourne Computer Advisory Committee  
1988 – 1990

Bourne Capital Outlay Committee

Worcester Polytechnic Alumni Association, Cape Cod Region

Falmouth Hospital Upper Cape Regional Advisory Board



# TOWN OF BOURNE

## Board of Selectmen

24 Perry Avenue – Room 101  
Buzzards Bay, MA 02532-3496  
www.townofbourne.com

Phone: 508-759-0600 x1503  
Fax: 508-759-0420



### APPLICATION FOR THE USE OF TOWN PROPERTY

Individual/Organization Habitat for Humanity of Cape Cod, Adrienne Wytas

Address (mailing) 411 Main Street, Suite 6, Yarmouth Port, MA 02675

Home/Business Address \_\_\_\_\_

Home Telephone # \_\_\_\_\_

Business Telephone # 508-362-3559 x18

Contact Person Adrienne Wytas

Email address: events@habitatcapecod.org

I (we) request the use of the following town owned property:

Name: Fundraising Bike Ride through Bourne to Falmouth and back, see attached route

Location: Start and End at the Aptucxet Trading Post Museum in Bourne

Purpose: \*\*\* 5th Annual Ride for Homes

We will use a few 10x10 pop up tents and serve a BBQ Lunch

\*\*\*Please indicate if a tent will be used or food served/available at event\*\*\*

Date(s) Sunday, September 11, 2022

Time(s)

From 6:00 am (time first person will arrive)

To 2:00 pm (time last person will leave)

From \_\_\_\_\_ (time first person will arrive)

To \_\_\_\_\_ (time last person will leave)

\*\*\*\*\***Copy of Liability Insurance with town named as additional insured**\*\*\*\*\*  
(PLEASE COMPLETE THE REVERSE SIDE OF THIS FORM)

I (we) agree to pay the Town of Bourne a fee, if required, for use of such facilities

Estimated Attendance 120

Will the affair be policed? Yes \_\_\_\_\_ No X

Will admission be charged: Yes \_\_\_\_\_ No X

Signed Adrianne Wytas

Identification Presented \_\_\_\_\_

### HOLD HARMLESS AGREEMENT

It is agreed by Habitat for Humanity of Cape Cod

Hereinafter called the Organization, that the Town of Bourne be absolved of any and all liability brought about by actions of the participants and/or patrons of the organization while using the facilities of the Town of Bourne for the purpose of

It is further agreed that the Organization accepts responsibility for any and all damages caused by the participants and/or patrons of the Organization that are determined to be above and beyond what is considered normal wear and tear of the facilities.

Signature of Organization Adrianne Wytas

Printed Name Adrianne Wytas

Title Events Coordinator Dated 10/6/21

\*\*\*\*\*

### FOR TOWN ADMINISTRATOR'S USE ONLY

Estimated Facility Costs \_\_\_\_\_

Total Estimated Costs \_\_\_\_\_

APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_

Town Administrator

Approval is contingent upon your acceptance of the estimated costs as listed above. If for any reason, you no longer wish to use our facility, please contact us immediately.

## 40 MILE ROUTE

### HABITAT CAPE COD RIDE FOR HOMES

Begin at the **Aptuxet Trading Post Museum**

Take a right when leaving the trading post parking lot onto **Aptuxet Road**

Take a quick left onto **Old Monument Neck Road**, go under the bridge

Take a quick right onto **Shore Road**

Bear right onto **Monument Neck Road**

Right onto **President's Road**

Bear left to stay on **President's Road**

Bear left onto **Mashnee Road** – you will see a sign for **Mashnee Village**

Follow onto **Mashnee Island**

Take the first right once you are on the island onto **Channel Road**

Bear left onto **Rope Walk Road**, follow to the end

Take a left onto **Captains Row**

Take a left on **Clipper Road**

Take a left on **Mooring Road**

Take a right onto **Mashnee Road**

Follow **Mashnee Road**, bear right onto **President's Road**

Take a left onto **Monument Neck Road**

Bear right onto **Shore Road**

Follow **Shore Road**

Keep right to stay on **Shore Road**

**CAUTION METAL DRAWBRIDGE AHEAD - DISMOUNT BIKE TO CROSS**

Turn right onto **Red Brook Harbor Road**

**CAUTION RAILROAD TRACKS AHEAD – DISMOUNT BIKE TO CROSS**

Go straight at the Stop sign and tennis courts, turns into **Squeteague Harbor Road**

Bear right to stay on **Squeteague Harbor Road**

Turn right onto **Megansett Road**, this turns into **Garnett Ave**

At Stop sign, take a left onto **County Road** and follow to the beginning of the Shining Sea Bike Path

**\*\*\*CHECK POINT HERE ON THE LEFT IN THE BIKE PATH PARKING LOT\*\*\***

**THE BEGINNING OF THE BIKE PATH IS ACROSS THE STREET ON THE RIGHT**

Follow **Shining Sea Bike Path** to the end (RESTROOM AVAILABLE AT STEAMSHIP AUTHORITY & HABITAT VOLUNTEER MANNED WATER STOP AND CHECK IN)

Turn around in the Steamship Authority parking lot and follow the Bike Path back to the end

**\*\*\*CHECK POINT ON THE RIGHT IN THE BIKE PATH PARKING LOT\*\*\***

Turn left on **County Road**

Go straight through the Stop

Bear right on **Garnet Ave**

**Garnet Ave** turns into **Megansett Road**

Turn left onto **Squeteague Harbor Road**

Bear left to stay on **Squeteague Harbor Road**

Go straight across **Scraggy Neck Road** onto **Red Brook Harbor Road**

**CAUTION RAILROAD TRACKS AHEAD – DISMOUNT BIKE TO CROSS**

At Stop Sign, turn left on **Shore Road**

**CAUTION METAL DRAWBRIDGE AHEAD - DISMOUNT BIKE TO CROSS**

Slight right to stay on **Shore Road**

Quick left to stay on **Shore Road**

Take a left onto **Old Monument Neck Road**

Then a quick right onto **Aptuxet Road** to the finish

## Rebello, Mary

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**From:** Adrienne Wytas <events@habitatcapecod.org>  
**Sent:** Thursday, October 21, 2021 2:42 PM  
**To:** Sundman, Nancy; Rebello, Mary  
**Cc:** Adrienne Wytas  
**Subject:** Habitat 2022 Ride for Homes  
**Attachments:** Bourne Completed Application for the Use of Town Property.pdf; Bourne Temporary Food Application Completed.pdf

Hi Nancy and Mary

I wanted to give you a heads up that we plan to host our 5th annual Ride for Homes on Sunday, September 11th, 2022. I hope this does not conflict with any other events on your town event calendar. The route will be the same as previous years and we will start and end at the Aptuxet Trading Post Museum. We have approval from the Town of Falmouth and the Army Corp of Engineers for that date and routes.

Attached is the completed Application for the use of Town Property and the Temporary Food Application, also completed partially online. Once we have the additional liability policy listing the "Town of Bourne" as additional insured, I'll send that along. Our caterer's certificate expires in December 2021 so once I have the renewed certificate, I'll forward those to you as well or upload them to the site.

Please let me know if this 2022 is ok with the Town of Bourne. Thank you for your help.

Adrienne C. Wytas  
Development Assistant & Events Coordinator  
Habitat for Humanity of Cape Cod  
411 Main Street, Suite 6  
Yarmouth Port, MA 02675  
**Phone:** 508-362-3559 x18 **Fax:** 508-362-3569  
[www.habitatcapecod.org](http://www.habitatcapecod.org)

*Building homes, changing lives, preserving community.*



**Town of Bourne  
Interdepartmental Advisory Form**



<b>Start Date:</b>	11/10/2021
<b>Owner/Applicant:</b>	Habitat for Humanity of Cape Cod 5 <sup>th</sup> Annual Ride for Homes Adrianne Wytas 508.362.3559 x18 - 774.313.7255 - events@habitatcapecod.org
<b>Project Location:</b>	Fundraising Bike Ride
<b>Nature of Request:</b>	9/11/22 - 6:00 a.m. to 2:00 p.m. Annual Fundraising Bike Ride through Bourne to Falmouth and back, Start and End at the Aptuxet Trading Post Museum in Bourne Attendance: 120
<b>Liability Insurance Naming Town of Bourne as Additional Insured</b>	Has applicant provided insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Map:</b>		<b>Parcel:</b>		<b>District:</b>	
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☐ **Engineering:**

<b>Date of Recording:</b>		<b>Lot Area:</b>		<b>Frontage:</b>		<b>Zone:</b>	
<b>Resource District:</b>		<b>Town Road:</b>		<b>Paved:</b>		<b>Contiguous Lots:</b>	
<b>Flood Zone:</b>		<b>Within 100' of Wetland:</b>					

Owner:  
Remarks:

11/12/2021 Timothy P Lydon  
Date Department Head

☐ **Planning Department/Planning Board:** ☒ Concurs ☐ Does Not Concur

Remarks:

11/15/2021 C Moore/jlc  
Date Town Planner

☐ **Conservation Commission:** ☐ Must File ☐ Determination ☐ Notice of Intent  
☒ Need not File

Remarks:

1/13/2022 Stephanie Fitch  
Date Conservation Agent

☐ **Board of Health:** ☒ Concurs ☐ Does Not Concur

Remarks:

1/24/2022

Terri Guarino

Date

Health Agent

☐ Building Inspector: ☒ Concur ☐ Does Not Concur

Remarks:

11/15/2021

Ken Murphy/ag

Date

Building Inspector

☐ Sewer Commissioners: ☐ Approved ☐ Disapproved ☒ Not Under Sewer Jurisdiction

Remarks:

1/13/2022

K. Thut/admin

Date

Department Head

☐ Town Collector: ☐ Outstanding Taxes ☒ Taxes Paid In Full

FY	RE	\$0.00	FY	RE	\$0.00	FY	RE	\$0.00
FY	RE	\$0.00	FY	RE	\$0.00	FY	RE	\$0.00
FY	RE	\$0.00	FY	RE	\$0.00	FY	RE	\$0.00

Remarks: N/A

12/6/2021

A Dastous

Date

Town Collector

☐ Town Clerk:

If not corporation has business certificate been issued? ☐ Yes ☒ No

Remarks: Not Applicable

11/12/2021

CCobb

Date

Clerk's Office

☐ Assessors:

This individual has (have) completed the Form of List? ☐ Yes ☐ No

Remarks: na

1/12/2022

JPotter

Date

Assessors Office

☐ Department of Public Works: ☒ Approved ☐ Disapproved ☐ Not Under DPW Jurisdiction

Remarks:

11/15/2021

Matthew Quinn

Date

Department Head

☐ Department of Natural Resources: ☐ Approved ☐ Disapproved ☒ Not Under DNR Jurisdiction

Remarks:

11/12/2021

Sharon Hamilton

Date

Department Head

☐ Recreation Department: ☐ Concurs ☐ Does Not Concur ☒ Not Under Jurisdiction

Remarks:

11/12/2021

Krissanne M. Caron

Date

Department Head

☐ Police Department: ☒ Concurs ☐ Does Not Concur ☐ Not Under Police Jurisdiction

Remarks:

12/6/2021

Lt. John R. Stowe

Date

Department Head

☐ Fire Department: ☒ Concurs ☐ Does Not Concur

Remarks:

11/15/2021

David S. Pelonzi, Assistant Chief

Date

Department Head

☐ Town Administrator/Board of Selectmen: ☐ Concurs ☐ Does Not Concur

Remarks:

Date

Town Administrator/Board of Selectmen Chairman



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Meg Stanley
McKay Insurance Agency, Inc.	PHONE (A/C, No, Ext): (641) 842-2135
106 East Main Street	FAX (A/C, No): (641) 828-2013
P O Box 151	E-MAIL ADDRESS: meg@mckayinsagency.com
Knoxville IA 50138	INSURER(S) AFFORDING COVERAGE
	INSURER A: Evanston Insurance Company
	INSURER B: Gerber Life Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL223360996 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Athletic <input type="checkbox"/> Participants GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	Y	N	3607AH010099-4	09/11/2022	09/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	3607AH010099-4	09/11/2022	09/12/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical			15-070944-21	09/11/2022	09/12/2022	Excess \$25,000 Deductible \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

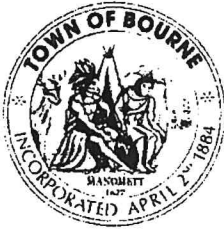
Ride for Homes: September 11, 2022. Certificate holder is an additional insured but only with respect to liability arising out of the operations of the above named insured. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

## CERTIFICATE HOLDER

## CANCELLATION

Town of Bourne 24 Perry Avenue Room 101 Buzzard Bay MA 02532	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## TOWN OF BOURNE

### Town Administrator

24 Perry Avenue  
Buzzards Bay, MA 02532  
Phone 508-759-0600 – Fax 508-759-0420



Glenn D. Cannon  
Acting Town Administrator

### APPLICATION FOR THE USE OF TOWN PROPERTY

Individual/Organization Buzzards Bay Eagles Aerie #3741

Address (mailing) P.O. Box 355, Buzzards Bay, MA 02532

Home/Business Address [REDACTED] Buzzards Bay 02532

☒ Home Telephone # [REDACTED] Coordinator

Business Telephone # 508-759-9974

☒ Contact Person DONNA McCORMACK

I (we) request the use of the following town owned property:

Name: Buzzards Bay Park Area + Gazebo

Location: Main St, Buzzards Bay

PLEASE INCLUDE A SKETCH OF THE AREA TO BE USE

Purpose: Buzzards Bay Eagles Canal Walk

For the Joe Andruzzi Foundation incl. vendors  
and music  
Date(s) MAY 21<sup>st</sup> FOOD trucks

Time(s)  
From 8:00 (time first person will arrive)

To 5:00 (time last person will leave)

From Event ends @ 4:00 (time first person will arrive)  
w/Additional hour to break down + clean up.

To \_\_\_\_\_ (time last person will leave)

\*\*\*\*\***Copy of Liability Insurance with town named as additional insured**\*\*\*\*\*

(PLEASE COMPLETE THE REVERSE SIDE OF THIS FORM)

I (we) agree to pay the Town of Bourne a fee, if required, for use of such facilities

Estimated Attendance 100 pp

Will the affair be policed? Yes \_\_\_\_\_ No ✓

Will admission be charged: Yes \_\_\_\_\_ No ✓

Signed Donna M. McCormack

Identification Presented \_\_\_\_\_

**HOLD HARMLESS AGREEMENT**

It is agreed by BUZZARDS BAY EAGLES

Hereinafter called the Organization, that the Town of Bourne be absolved of any and all liability brought about by actions of the participants and/or patrons of the organization while using the facilities of the Town of Bourne for the purpose of

It is further agreed that the Organization accepts responsibility for any and all damages caused by the participants and/or patrons of the Organization that are determined to be above and beyond what is considered normal wear and tear of the facilities

Signature of Organization Donna M. McCormack

Printed Name Donna M. McCormack

Title EVENT Coordinator Dated 1/23/22

& PAST President  
\*\*\*\*\*

**FOR TOWN ADMINISTRATOR'S USE ONLY**

Estimated Facility Costs \_\_\_\_\_

Total Estimated Costs \_\_\_\_\_



**Town of Bourne**  
**Interdepartmental Advisory Form**



<b>Start Date:</b>	1/26/2022
<b>Owner/Applicant:</b>	Buzzards Bay Eagles Aerie # 39 Cohasset Avenue, Buzzards Bay Donna McCormack, contact [REDACTED]
<b>Project Location:</b>	Buzzards Bay Park Area and Gazebo
<b>Nature of Request:</b>	5/21/2022 8:00 a.m. - 5:00 p.m. Event ends at 4:00 p.m. additional hour for breakdown and cleanup. Buzzards Bay Eagles Canal Walk for the Joe Andruzzi Foundation Will include vendors, music and food trucks Estimated attendance: 100
<b>Liability Insurance Naming Town of Bourne as Additional Insured</b>	Has applicant provided insurance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<b>Map:</b>	23.0	<b>Parcel:</b>	4.00, 5.00	<b>District:</b>	
-------------	------	----------------	------------	------------------	--

☐ **Engineering:**

<b>Date of Recording:</b>		<b>Lot Area:</b>		<b>Frontage:</b>		<b>Zone:</b>	<b>DTC</b>
<b>Resource District:</b>	No	<b>Town Road:</b>	Yes	<b>Paved:</b>	Yes	<b>Contiguous Lots:</b>	No
<b>Flood Zone:</b>	AE 16'	<b>Within 100' of Wetland:</b>					

**Owner:**  
**Remarks:**

2/11/2022      Timothy P Lydon  
Date      Department Head

☐ **Planning Department/Planning Board:**      ☒ **Concurs**      ☐ **Does Not Concur**

**Remarks:**

1/28/2022      Coreen Moore/jlc  
Date      Town Planner

☐ **Conservation Commission:**      ☐ **Must File**      ☐ **Determination**      ☐ **Notice of Intent**  
   ☒ **Need not File**

**Remarks:**

1/27/2022      Stephanie Fitch  
Date      Conservation Agent

☐ **Board of Health:**      ☒ **Concurs**      ☐ **Does Not Concur**

Remarks: Food trucks will need food permits no less than 30 days prior to the event.

1/27/2022

K.Shea

Date

Health Agent

☐ Building Inspector: ☒ Concur ☐ Does Not Concur

Remarks:

2/14/2022

K Murphy/ag

Date

Building Inspector

☐ Sewer Commissioners: ☐ Approved ☐ Disapproved ☒ Not Under Sewer Jurisdiction

Remarks:

3/7/2022

Maria Simone/Admin

Date

Department Head

☐ Town Collector: ☐ Outstanding Taxes ☒ Taxes Paid In Full

FY	RE	\$0.00	FY	RE	\$0.00	FY	RE	\$0.00
FY	RE	\$0.00	FY	RE	\$0.00	FY	RE	\$0.00
FY	RE	\$0.00	FY	RE	\$0.00	FY	RE	\$0.00

Remarks:

1/26/2022

A Dastous

Date

Town Collector

☐ Town Clerk:

If not corporation has business certificate been issued? ☐ Yes ☒ No

Remarks: Not Applicable

1/26/2022

CCobb

Date

Clerk's Office

☐ Assessors:

This individual has (have) completed the Form of List? ☐ Yes ☐ No

Remarks: na

2/11/2022

JPotter

Date

Assessors Office

☐ Department of Public Works: ☒ Approved ☐ Disapproved ☐ Not Under DPW Jurisdiction

Remarks:

1/26/2022

Date

Matthew Quinn

Department Head

☐ Department of Natural Resources: ☐ Approved ☐ Disapproved ☒ Not Under DNR Jurisdiction

Remarks:

1/26/2022

Date

Chris Southwood

Department Head

☐ Recreation Department: ☐ Concur ☐ Does Not Concur ☒ Not Under Jurisdiction

Remarks:

1/27/2022

Date

Krissanne M. Caron

Department Head

☐ Police Department: ☒ Concur ☐ Does Not Concur ☐ Not Under Police Jurisdiction

Remarks:

2/14/2022

Date

Lt. John R. Stowe Jr.

Department Head

☐ Fire Department: ☒ Concur ☐ Does Not Concur

Remarks:

1/26/2022

Date

David S. Pelonzi, Assistant Chief

Department Head

☐ Town Administrator/Board of Selectmen: ☐ Concur ☐ Does Not Concur

Remarks:

Date

Town Administrator/Board of Selectmen Chairman

**Rebello, Mary**

---

**From:** Caron, Krissanne  
**Sent:** Wednesday, November 10, 2021 11:44 AM  
**To:** Rebello, Mary; Thut, Kathleen  
**Subject:** FW: Reservation Permit from Bourne Recreation

*Krissanne Caron, Director  
Bourne Recreation  
508-759-0600 ext. 5236*



---

**From:** Bourne Rec [mailto:noreply@receipts.myrecdepartment.com]  
**Sent:** Thursday, October 28, 2021 11:05 AM  
**To:** Donna McCormack <bumper4448@aol.com>; Donna McCormack <bumper4448@aol.com>  
**Cc:** Bourne Rec <bournererecreation1@gmail.com>  
**Subject:** Reservation Permit from Bourne Recreation



### **Joe Aduzzi Foundation Fund Raiser canal Walk**

Permit #: 4473

Purpose: Joe Aduzzi Foundation Fund Raiser canal Walk

Donna McCormack • Buzzards Bay Eagles • (509) 280-8638 • 39 COHASSET AVE, BUZZARDS BAY MA 02532

Location	Date	Times
Buzzards Bay Park	Sat, May 21, 2022	09:00 AM - 04:00 PM

Reservation Questions	Answers
Estimated Attendance	100 pp
Full Description of Event including but not limited to: what the event is for, vendors used, games, activities, etc	This is a fundraiser Canal walk with approximately 40 vendors which include sales informational and food trucks as well as a band or two

Vendor Set-Up: What will all vendors be bringing to the event?	Vendors will supply own Tables/tent set up Local goods for sale
Will food be sold? If yes, by applicant or vendor?	Food vendors
Will your event be serving food?	Yes
Will your event require electricity?	No
Will your event require water?	No

### Special Conditions

Date approved. Application will be sent to the Town Administrator's office for review. They will contact you with any questions.

### Standard Conditions - Buzzards Bay Park

Please see the Town of Bourne Special Event Policy for complete rules and regulations.

All groups must submit a copy of their insurance naming the Town as an "Additional Insured" in the amounts of \$1,000,000/\$3,000,000.

All posted rules and regulations shall be followed.

Vehicles are not allowed within the park layout.

Nothing can be placed below ground surface. This includes but is not limited to: tent stakes, portable fencing, horseshoe pits, volleyball nets.

The Town's carry in, carry out policy for trash is in effect. All litter, trash or debris generated from the event shall be removed by the event organizer.

Public access to and from the park may not be blocked at any time.

Cooking grills and open flames are prohibited. Permits may be revoked for misuse of the property.

Any person or organization granted use of Town property shall assume liability for any damage to the property, injury to participants, damage to or loss of equipment or property.

Alcoholic beverages are not permitted on Town property without a license issued by the Board of Selectmen.

Per Town of Bourne By-Laws, smoking and E-Cigarette use is prohibited on Town owned or operated playgrounds and recreational areas.

Cancellation due to inclement weather/poor park conditions will be at the discretion of the Town Administrator, Assistant Town Administrator, DPW Superintendent or the Recreation Director.

Created By: Krissanne Caron  
Created On: 10/28/2021 11:05:03 AM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  United Insurance Agency, Inc. 199 Main Street P.O. Box 1013 Buzzards Bay, MA 02532	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 508-759-6595	<b>FAX (A/C, No):</b> 508-759-3822
<b>INSURED</b>  Buzzards Bay Eagles Fraternal Order of Eagles Inc P.O. Box 355 Buzzards Bay, MA 02532	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Mount Vernon</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X		SE 2009318	05/21/22	05/23/22	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 1,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 0
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

One day event - Canal walk

Town of Bourne is included as additional insured

**CERTIFICATE HOLDER****CANCELLATION**Town of Bourne  
24 Perry Ave  
Buzzards Bay, Ma 02532

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kris Dexter

## 2022 Seasonal Liquor Common Victualer [food] Amusement and General License Renewals

TYPE OF LICENSE	D/B/A	NAME	MANAGER		Liquor	Common Victualer [food]	Weekday Amusement	Sunday Amusement	General Amusement
<b>Seasonal Liquor Common Victualer - All Alcoholic and Companion Licenses</b>									
	Jarvis, Inc.	d/b/a Chart Room	David C. Jarvis, Manager	Shipyard Lane - 997 Shore Road	\$1,250.00	\$50.00	\$50.00	\$100.00	
<b>Seasonal Common Victualer [food] and General Licenses</b>									
Food		Betty Ann's Dairy Freeze, LLC	Stephen White, Manager	225 Main Street	Buzzards Bay	\$50.00			
Food		Lazy Sundaes Ice Cream	Judy Ariagno, Manager	1370 Route 28A	Cataumet	\$50.00			
Food		Seafood Shanty, Inc.	Tish Economides, Manager	803 Scenic Highway	Bournedale	\$50.00			
Food	d/b/a Somerset Creamery	Somerset Creamery, Inc.	Jason Berube, Manager	1268 Route 28A	Cataumet	\$50.00			
General		Cataumet Light Mini Golf	David Ariagno, Manager	1370 Route 28A	Cataumet	\$50.00			\$50.00

**CABLE TELEVISION**

**RENEWAL LICENSE**

**GRANTED TO**

**Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North  
Carolina/Virginia/Vermont, LLC**

**TOWN OF BOURNE  
MASSACHUSETTS**

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## **AGREEMENT**

This cable television renewal license entered into by and between the Town of Bourne, Massachusetts, by the Board of Selectmen of Bourne in its statutory capacity as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC ("Comcast" or the "Licensee").

## **WITNESSETH**

WHEREAS, Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Bourne, Massachusetts (hereinafter the "Town"), said license having commenced on March 20, 2012;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated April 16, 2019 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated November 18, 2021

WHEREAS, there has been an opportunity for public comment, including the holding of a license renewal public ascertainment hearing on June 1, 2021, as required by Section 626(h) of the Cable Act;

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

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

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

## **ARTICLE 1**

### **DEFINITIONS**

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

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

(1) Access: The right or ability of any Bourne resident and/or any Persons affiliated with an Bourne institution to use designated PEG facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures lawfully established by the Issuing Authority or its Access Provider 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, subject to the conditions and procedures as lawfully established by the Issuing Authority or its Access Provider for such use.

(3) Access Corporation or Access Provider: The nonprofit, tax exempt 501(c)(3) charitable purpose entity or municipal entity, or entities, as designated by the Issuing Authority from time to time, for the purpose of operating the public, educational and or governmental access facilities, equipment and channels on the Cable Television System.

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

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

(6) CMR: The Code of Massachusetts Regulations.

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

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or successor agency if any.

(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 or use 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) Department of Public Works ("DPW"): The Department of Public Works of the Town of Bourne, Massachusetts.

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

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

(17) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Issuing Authority's Access Designee, for the use of educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public subject to applicable law and the terms hereof.

(18) Effective Date of Renewal License (the "Effective Date"): August 2, 2021.

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

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

(21) Gross Annual Revenues: Revenues received 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; fees paid on all Subscriber fees ('fee on fee'); all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; and Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; leased access revenues, home shopping revenues, and advertising revenues. 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. Gross Annual Revenues shall not include actual bad debt that is written off consistent with Generally Accepted Accounting Principles; 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. 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.

(22) 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.

(23) Issuing Authority: The Board of Selectmen of the Town of Bourne, Massachusetts.

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

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

(26) Licensee: Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(27) Normal Business Hours: Those hours during which most similar businesses in Bourne 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.

(28) 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.

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

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

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

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

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

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

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

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

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

(38) 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, dedicated public utility 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.

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

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

(41) 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.

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

(43) State: The Commonwealth of Massachusetts.

(44) 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, the Cable Television System.

(45) Subscriber Network: The not less than 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(46) Town: The Town of Bourne, Massachusetts.

(47) Town Counsel: The Town Counsel of the Town of Bourne, Massachusetts.

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

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

(50) 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.

(51) VCR: The acronym for videocassette recorder.

(52) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

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

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Bourne, 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 Bourne.

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

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places having compatible easements and under the jurisdiction of the Town of Bourne within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has a compatible 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 Bourne. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any generally applicable regulations of the Town and any lawful 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 March 20, 2022 and shall expire at midnight on March 19, 2032 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 Bourne; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License.

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

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

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

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

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State laws and or Town 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**

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, if requested by the Issuing Authority, 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 and Issuing Authority request, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding the foregoing, the parties reserve any and all rights they may have under the Cable Act with respect to disposition of the Cable System in connection with termination of this Renewal License as a result of the License not being renewed or otherwise lawfully terminated. Notwithstanding the above, the Licensee shall not be required to remove its Cable System, or to relocate the Cable System as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services as allowed by applicable law.

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

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application

therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

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

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

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

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

(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 one hundred twenty (120) days of receipt of said application. To the extent provided for under the Cable Act, after one hundred twenty (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) Licensee shall make its Cable Services available to all residents of the Town provided that the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units.
- b) The Licensee shall transmit all of its Signals to Bourne 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 applicable FCC technical specifications, as amended, 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 and MEMA 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.

**Section 3.4--- PEG ACCESS VIDEO ORIGINATION LOCATIONS**

From the Effective Date of this Renewal License, Licensee shall continue to maintain, operate and own the existing PEG Access video return lines ("Video Return Lines" or "VRL") specified herein and as set forth below and at no charge to the Town or Access Designee/Provider, in accordance with this Renewal License. The existing Video Return Lines serving video origination locations listed in Exhibit 3 shall be operated and maintained by Licensee subject to such terms as further provided in Section 6.9 below.

## **ARTICLE 4**

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

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

(a) The area to be served is the entire Town of Bourne, subject to the limitations set forth herein. 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). The Licensee shall make reasonable efforts to meet with the Issuing Authority regarding any proposed housing that may have boundary issues, in order to serve customers through legally permissible and cost-effective Bourne rights-of-way.

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

(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 one hundred fifty feet (150') from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges subject to Licensee first providing the resident with a verbal estimate, or written estimate if requested, of the costs of a non-standard installation and subject to such resident consenting to same. 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 one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto, subject to Force Majeure and the completion of utility pole make ready work. Any dwelling unit within one hundred feet (100') feet underground from the Trunk and Distribution System shall be entitled to a standard underground installation, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.).

#### **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 Bourne. Licensee-owned poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State laws and Town by-laws and regulations.

#### **Section 4.3---ABOVE GROUND & UNDERGROUND FACILITIES**

(a) The Licensee shall comply with applicable law(s) regarding any requirement(s) to remove Licensee-owned poles, overhead wires and associated overhead structures within all or any part or parts of the Town.

(b) Licensee-owned 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 should 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 in the Public Way as of the Effective Date such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

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

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, 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. The expense of such raising or lowering shall be paid by the Licensee, 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 the applicable provisions of the 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 of general applicability, any other generally 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 and low-profile boxes shall be shown on the Cable System 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 this 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 the Issuing Authority or its designee, upon written request by the Issuing Authority, with strand maps of the Cable System. If changes are made in the Cable System located in the Public Way, the Licensee shall file updated strand maps not more than once annually; provided, however,

Licensee shall not be required to file changed strand map(s) if such a map is filed with a Town department during any Public Way road opening permit, grant of location, etc. application process.

**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) available to any commercial establishments in the Town, provided that said establishment(s) agrees to pay for installation and subscription costs as established by the Licensee.

**Section 4.15---DIG SAFE**

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

## **ARTICLE 5**

### **SERVICES AND PROGRAMMING**

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

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

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

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Bourne 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---EQUIPMENT/CABLE COMPATIBILITY**

(a) Licensee will continue to comply with equipment compatibility requirements in accordance with applicable law and regulation.

(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).

(c) Pursuant to the rules and regulations of the Cable Division, as may be amended from time to time, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers.

#### **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 and material Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

## **ARTICLE 6**

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

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

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

#### **Section 6.2---PUBLIC, EDUCATIONAL AND GOVERNMENT ACCESS PROVIDER**

The Public Access Provider(s), acting as a nonprofit corporation subject to and in accordance with Section 501(c)(3) of the Internal Revenue Code or as a municipal access designee, shall provide services to Subscribers, Public Access Users and the Town, as follows:

- (1) Schedule, operate and program the Public Access Channels provided in accordance with Section 6.3 below and the terms herein;
- (2) Manage Public Access annual funding, subject and pursuant to Section 6.4 below, applicable law regarding cable license funding and the terms hereof;
- (3) Purchase, maintain and/or lease Public Access equipment, with the capital funds if allocated by the Issuing Authority to the Access Provider for such purposes in Section 6.5 below and subject to applicable law and the terms hereof and as determined by the Issuing Authority;
- (4) Conduct training programs in the skills necessary to produce Public Access Programming;
- (5) Establish rules, procedures and guidelines for use of the Public Access Channels, subject to and in accordance with applicable law and subject to the Issuing Authority review.
- (6) Accomplish such other tasks relating to the operation, scheduling and/or management of Public Access Channels, facilities and equipment as appropriate and necessary; and
- (7) Produce or train Users in the production of original, non-commercial, Public Access Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

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

- (a) As of the Effective Date the Licensee shall continue to make available for use by the Issuing Authority and/or the Access Provider three (3) Licensee-owned downstream PEG Access Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town and/or the Access Provider and shall be subject to the control and management of the Issuing Authority and/or the Access Provider, subject to the terms herein. Upon written request by the Town, the Licensee shall make available one (1) High Definition (HD) PEG Access Channel, within thirty-six months of the effective date of this license, for PEG Access purposes.
- (b) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, referenced in paragraph (a) above, without the advance, written notice of not less than thirty (30) days to the Issuing Authority and/or its designee(s).

**Section 6.4---PEG ACCESS AND ISSUING AUTHORITY CABLE RELATED FUNDING**

(a) The Licensee shall make quarterly PEG franchise fee payments to the Issuing Authority subject to and in accordance with applicable laws, equal to five percent (5%) of its Gross Annual Revenues.

(b) The first payments under Section 6.5(a) shall be made on or before May 15, 2022 for the previous period of March 20, 2022 to March 31, 2022. Thereafter, payments pursuant to Section 6.5(a) shall be made on a quarterly basis: (i) on or before February 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of October, November and December. (ii) on or before May 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of January, February and March; (iii) on or before August 15<sup>th</sup> for the previous three (3) month period of April, May and June; (iv) on or before November 15<sup>th</sup> of each year of this Renewal License for the previous three (3) month period of July, August and September; and the final payment under Section 6.5(a) shall be made on or before May 15, 2032 for the period of January 1, 2032 to March 19, 2032.

(c) For each of the quarterly payments made pursuant to Section 6.5(b), Licensee shall file 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) including a quarterly Gross Annual Revenues report in a form substantially similar to the form attached as **Exhibit 4**. If the Licensee's quarterly payments to the Issuing Authority's Access Provider and to the Issuing Authority were less than the percent (%) of the Licensee's Gross Annual Revenues required under Section 6.5(a) above for the respective reporting period, the Licensee shall pay any balance due Issuing Authority's Access Provider and/or Issuing Authority, as applicable, no later than the due date of the next 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(21) *supra*.

(d) In no case shall the payment(s) pursuant to this Section 6.5 include the equipment and related funding required by Section 6.6 below. Said Section 6.5 payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(e) In the event that the Issuing Authority's Access Provider and/or Issuing Authority payments pursuant to Section 6.5 are not tendered on or before the dates fixed in paragraph (b) above, interest due on such fee shall accrue from the date due at the rate of the Prime Rate, on the last day of business of the prior month. Any payments to the Issuing Authority's Access Provider or Issuing Authority pursuant to this Section 6.5(e) shall not be deemed to be part of the funding to be paid to the Issuing Authority's Access Provider or Issuing Authority pursuant to Section 6.5(a) through 6.5(d) and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

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

(a) The Licensee shall make PEG Access capital payments to the Issuing Authority or the designated Access provider, in addition to payments under Section 6.4, subject to and in accordance with applicable laws, equal to ten annual payments of twenty-two thousand dollars (\$22,000.00) per year, on or before the below referenced dates, as follows:

May 15, 2022	\$22,000.00
May 15, 2023	\$22,000.00
May 15, 2024	\$22,000.00
May 15, 2025	\$25,000.00

May 15, 2026	\$22,000.00
May 15, 2027	\$22,000.00
May 15, 2028	\$22,000.00
May 15, 2029	\$22,000.00
May 15, 2030	\$22,000.00
May 15, 2031	\$22,000.00

(b) In the event that the payments pursuant to this Section 6.5 are not tendered on or before the due dates set forth above, interest due on such payments shall accrue from the date due at the rate of the Prime Rate, on the last day of business of the prior month and shall be payable to the Issuing Authority for late payment to the Issuing Authority; and shall be payable to the Access Provider for late payment to the Access Provider. Any payments to the Issuing Authority pursuant to this Section 6.6(b) shall not be deemed to be part of the funding to be paid to the Issuing Authority and/or to the Access Provider pursuant to Sections 6.6(a) through 6.6(b) and shall be within the exclusions to the term "franchise fee" pursuant to Section 622 of the Cable Act.

#### **Section 6.6---EQUIPMENT OWNERSHIP**

The Town and or/the Access Provider, as determined by the Issuing Authority, shall own all PEG Access equipment purchased with funding pursuant to Article 6. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment; however, encoders owned by Licensee as provided in Sections 6.10 (c) and (d) shall be the responsibility of Licensee.

#### **Section 6.7---ACCESS PROVIDER ANNUAL REPORT**

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

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

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the standards commensurate with those which apply to the Cable System's commercial channels.

#### **Section 6.9---PEG ACCESS VIDEO TRANSPORT AND CABLECASTING**

(a) In order that the Issuing Authority, its designee(s) and/or the Access Providers can cablecast PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be provided to the Licensee at the input of the Licensee-owned encoders to be located at the Bourne PEG Access Studio at the Bourne High School, 75 Waterhouse Road, Bourne which shall be the demarcation point between Licensee's equipment and the PEG Access provider's equipment. From the demarcation point (at the input into the Licensee-owned encoders), PEG Access Programming shall be transported via the existing fiber connection between the existing Bourne Access studio and the Licensee's Headend at no charge to the Town and/or Access designee. Further to the foregoing, from the Effective Date of this Renewal License, Licensee shall continue to maintain, operate and own the existing PEG Access video return lines ("Video Return Lines" or "VRL") specified in Exhibit 3 and as set forth below and at no charge to the Town

or Access Designee/Provider to the extent consistent with the Cable Act and applicable laws, in accordance with this Renewal License. Licensee shall continue the video return line applications and operations from the video return sites as provided as of the Effective Date of this Renewal License and from additional locations, if any, provided pursuant to the terms herein.

(b) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or hub site to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the hub site, 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 maintain, repair and/or replace any Licensee-owned Headend or hub site Signal processing equipment including but not limited to the encoders at the existing 75 Waterhouse Road, Bourne studio, and sites as set forth in Section 6.9(d). The Town's Access Provider shall maintain, repair and/or replace the studio or processing equipment, portable modulators and demodulators and processors owned and operated by the Access Provider or the Town subject to Licensee being responsible for encoders replacing modulators in accordance with Section 6.9(d) below. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the Town's or the Access Provider's equipment shall be at the input of the Licensee-owned encoder(s) or equivalent device used for video Signal transport.

(d) As part of the PEG access video return system described above in subsection (a), upon written request by the Town, the Licensee shall purchase, install and operate standard definition serial digital interface (SD/SDI) equipment for three (3) PEG Access Channels and equipment for one 1 high definition (HD) access channel. Said PEG access video return equipment shall be installed by Licensee at the existing Access Provider studio at Bourne High School, 75 Waterhouse Road, Bourne and its own facilities not later than thirty-six (36) months from the Effective Date of this Renewal License. The Licensee shall own, maintain and repair, and replace if needed, said equipment for the entire term of this Renewal License. The costs for this SD/SDI/HD upgrade may be passed through by the Licensee to Subscribers to the extent allowed by applicable law and regulations.

(e) In the event of a relocation initiated by the Town and Access Provider of the existing Public, Educational and Governmental Access Provider studio, hub-site and demarcation point from Bourne High School, 75 Waterhouse Road, Bourne, Licensee shall interconnect its Cable System to said new location subject to the following. Any such relocation of the 75 Waterhouse Road studio, if any, or replacement costs above and beyond said relocation, such as costs related to Licensee replacing, relocating or changing the hub site equipment or connectivity facilities pursuant to this Section 6.9 shall be the sole cost of the Access Provider or Town as determined by the Issuing Authority, subject to the Licensee not initiating, causing or being responsible for the need for such equipment or connectivity facilities relocation or replacement. No such additional studio or hub site relocation shall occur at Access Provider or Town expense without Licensee providing a written estimate to the Town and Access Provider in advance, and the Town and Access Provider approving and consenting to Licensee's estimate. The Licensee shall not be required to commence relocating said equipment or facilities until it receives from the Access Provider or Town payment of the entire project estimated cost. Licensee shall complete said relocation project, if any, no later than eighteen (18) months after receiving said payment of the entire project cost.

**Section 6.10---CENSORSHIP**

Neither the Licensee nor the Town 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. Licensee shall not engage in any program censorship or any other control of the content of the educational or governmental access Programming on the Cable System, except as otherwise required or permitted by applicable law. The Issuing Authority reserves its rights subject to applicable law regarding ultimate control of content on government access and educational access programming.

## **ARTICLE 7**

### **ANNUAL FUNDING TO THE TOWN**

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

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

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the PEG Access Funding pursuant to Section 6.5 *supra* and (ii) any License Fees that may be payable to the Town, the State or other government payments that meet the federal Cable Act definition of Franchise Fee or License Fees; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town or the Access Provider because of late payments; (ii) the equipment/facilities funding payments payable to the Issuing Authority and/or the Access Provider pursuant to Section 6.6 *supra*, (iii) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

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

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

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

#### **Section 7.3---LATE PAYMENT**

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at rate of the Prime Rate. Any payments to the Town pursuant to this Section 7.3 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 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 7.4---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 Article 6 *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 three (3) 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 Bourne.

#### **Section 7.6---METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to Section 7.1(a) of this 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, 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) In accordance with applicable law, 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.

## **ARTICLE 9**

### **INSURANCE AND BONDS**

#### **Section 9.1---INSURANCE**

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

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

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

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

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

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

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

#### **Section 9.2---PERFORMANCE BOND**

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the 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 *infra*.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or

from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

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

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

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

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

## **ARTICLE 10**

### **ADMINISTRATION AND REGULATION**

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

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

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

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

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

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

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

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

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

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or

appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

**Section 10.5---REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

**Section 10.6---JURISDICTION & VENUE**

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

## **ARTICLE 11**

### **DETERMINATION OF BREACH & 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) Commence an action at law for monetary damages;
- (iii) Foreclose on or otherwise lawfully pursue all or any appropriate part of the security (performance bond) provided pursuant to Section 9.2 herein;
- (iv) Declare the Renewal License to be revoked subject to Section 11.2 below and applicable law;
- (v) Invoke any other lawful remedy available to the Town.

#### **Section 11.2---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 11.3---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 11.2 above; or (ii) 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 11.4---NOTICE TO TOWN OF LEGAL ACTION**

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

### **Section 11.5---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 11.6---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**

(a) Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

(b) For the term thereof, residents of Bourne may have access to Licensee's area customer service office for general purposes including accepting payments and receiving and resolving all complaints, including without limitation, those regarding Service, equipment malfunctions or billing and collection disputes. The business office shall be open for walk-in business during Normal Business Hours.

#### **Section 12.2---TELEPHONE ACCESS**

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309 as may be amended from time to time, attached hereto as **Exhibit 5**, during Normal Business Hours, as defined therein.

(b) Pursuant to 47 C.F.R. §76.309, the Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Bourne 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 percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

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

(e) Pursuant to 47 C.F.R. §76.309, the Licensee shall not be required to perform surveys to measure compliance with the telephone answering standards above unless the Board of Selectmen as Issuing Authority presents reasonable evidence regarding a record of multiple bona fide complaints regarding telephone response times.

#### **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 Bourne residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower 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 day.

(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 (1) 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 4** 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 Bourne with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.
- (c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

#### **Section 12.8---REMOTE CONTROL DEVICES**

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

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

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

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

(a) The Licensee shall respect the rights of privacy of every Subscriber 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 (47 U.S.C. 551) as may be amended.

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

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

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

#### **Section 12.12---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 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 provide Subscriber with a reasonable opportunity to correct any errors in such information upon a reasonable showing by any Subscriber that such information is inaccurate.

#### **Section 12.13---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 Section 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. In accordance with Section 2.3, should another cable television license be granted that does not include this requirement, the Licensee shall be relieved of this Section 13.4 obligation.

#### **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 7** to the Issuing Authority, or its designee(s), as required by the Cable Division.

### **Section 13.7---QUALITY OF SERVICE**

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

### **Section 13.8---DUAL FILINGS**

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 13.9---INVESTIGATION**

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

**ARTICLE 14**

**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 Execution 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 Execution 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 Execution 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 Execution 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; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; environmental hazards; 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---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 15.10---NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Bourne, Town Hall, 24 Perry Avenue, Buzzards Bay, Massachusetts 02532 and one (1) copy to the Town Counsel/Town Attorney c/o Bourne Town Hall. 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.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of delivery:

Comcast Cable Communications, Inc.  
Vice President, Government Affairs  
676 Island Pond Road

Manchester, New Hampshire 03109

with one (1) copy to:

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

(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 Bourne newspaper of general circulation.

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

#### **Section 15.11---NO RECOURSE AGAINST THE ISSUING AUTHORITY**

In accordance with Section 635a(a) of the Cable Act, the Licensee, and other Persons , 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 15.12---TOWN'S RIGHT OF INTERVENTION**

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

#### **Section 15.13---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.

#### **Section 15.14- NO THIRD-PARTY BENEFICIARY**

Nothing in this Renewal License is intended to confer third-party beneficiary status or any legal right of any nature on any member of the public or Person not a party and signatory to this Renewal License to enforce the terms of this Renewal License.

**SIGNATURE PAGE**

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Board of Selectmen of the Town of Bourne, Massachusetts, as Issuing Authority, this \_\_\_\_ day of \_\_\_\_\_, and all terms and conditions are hereby agreed to by Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC.

The Board of Selectmen of Bourne,  
as Issuing Authority

\_\_\_\_\_

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Approved as to form:  
William August, Esq., Epstein & August, LLP

Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC.

By:

\_\_\_\_\_  
Trevor Arp, Senior Vice President  
Greater Boston Region

**EXHIBITS**

**EXHIBIT 1**

**FCC TECHNICAL SPECIFICATIONS**

**TITLE 47—TELECOMMUNICATION**

**CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

**PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE**

**§ 76.605 Technical standards.**

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

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

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

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

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24 hour period in July or August and during a hour period in January or February, and shall be maintained within:

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

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

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

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

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

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

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

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

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

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

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

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

applicable only to:

- (A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;
- (B) Each signal which is first picked up within its predicted Grade B contour;
- (C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

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

- (i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and
- (ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

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

- (i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and
- (ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

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

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

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

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

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

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

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

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

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

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

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

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

system be changed to meet the standard.

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

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

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

**EXHIBIT 2**

**PROGRAMMING AND SIGNAL CARRIAGE**

The Licensee shall provide the following broad categories of Programming:

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

**EXHIBIT 3**  
**VIDEO ORIGINATION LOCATIONS**

- (1) Bourne Community Television Studio at Bourne High School, 75 Waterhouse Rd., Bourne<sup>1</sup>
- (2) Bourne Veterans Memorial Building: 239 Main St., Buzzards Bay<sup>2</sup>;

**EXHIBIT 4**

**GROSS ANNUAL REVENUES REPORTING FORM**

**Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North  
Carolina/Virginia/Vermont, LLC.**

**TOWN OF BOURNE**

Period: [enter period of which payment is based]

**Totals**

**Totals by Service:**

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

**Totals by Non Service:**

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

Total Gross Annual Revenues \$ [enter total]

License Fee (5%)	\$ [enter % of total]
Fee-on-Fee (5%)	<u>\$ [enter % of %]</u>

License Fee Due \$ [enter total due]

[This form is intended to report Gross Annual Revenues as defined in Renewal License Section 1.1(21) and in the event of any inconsistency between this form and said Renewal License Section 1.1(21), said Section 1.1(21) shall govern.]

1 – Pay Service includes but is not limited to all Pay Channels and Pay-Per-View Movie/Event revenue.

2 – Other Unregulated includes but is not limited to converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized Comcast Representative:

\_\_\_\_\_  
Name:

Date:

**EXHIBIT 5**

**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 a lawful 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 6**

### **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 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 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.

EXHIBIT 7

CABLE DIVISION FORM 500

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Contact:

Phone:

E-Mail:

Average Resolution Time:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days  
A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

Manner of Resolution:

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

# Obituaries

## Jane A. Dumas-Otis



Jane A. Dumas-Otis, a retired registered nurse and former member of the board of selectmen and finance committee in Dennis who moved to Bourne in 2017 and delved into community service here, died unexpectedly on February 12 at Cape Cod Hospital. Ms. Dumas-Otis, 73, had just returned from an extended trip to Aruba to share the Christmas and New Year holidays with family and friends.

Once settled at the Coady School Residences in Bourne Village, she became active with the Bourne Historical Society and served as Governor Charles D. Baker Jr.'s appointee to the Bourne Recreation Authority. She also volunteered with the Massachusetts Military Support Foundation and its weekly food distribution program for veterans.

Ms. Dumas-Otis said in a May 2021 interview that, after spending a year isolated due to the COVID-19 pandemic, she felt the need to "get out and do more service" and was inspired to "run for selectman," she said.

During her bid for the seat, she described herself as "fiscally responsible" and named "good clean drinking water and safe disposal of household water and waste" along with replacement of the Bourne and Sagamore bridges as priorities to be addressed.

She ultimately placed third in the four-way race.

Ms. Dumas-Otis was born

in Brockton, the daughter of Charles T. and Elena G. (Maurea) Richardson. She graduated from Cardinal Spellman High School in Brockton and the Catherine Laboure School of Nursing in Boston.

She spent many years working as a registered nurse in long-term care and rehabilitation facilities in Stoughton, the VA Medical Center in Brockton, VNA Hospice & Palliative Care of Cape Cod and, for a short period of time before retirement, at the Barnstable County Jail.

For her entire life she had summered on Cape Cod and moved to Dennis in 1991 where she remained until moving to Aruba in 2013. Upon her return to the United States in 2016, she chose to live in Bourne.

During her time in Dennis, Ms. Dumas-Otis was a three-term selectman and from 1999 to 2008 and served as the board's chairwoman in her final year on the board. Five years on the Dennis Finance Committee followed.

She volunteered for many years with the Lions Club and was a past president of the group; she was an active member and former president of West Dennis Garden Club and a volunteer with Dennis Memorial Library and the Cape & Islands Scouts Council. She served as president of the Dennis Chamber of Commerce Southside Civic Association.

She was a member of St. Margaret of Scotland Church in Buzzards Bay.

She leaves her two sons, Christopher M. Dumas of Newton and Jonathan E. Dumas of Brockton; a brother, Charles G. Richardson of New Jersey; four

sisters, Julia A. Eldridge of Dennis, Mary R. Richardson of Florida, Susan E. Knierien of Centerville and Ann M. Richardson of Maine; a granddaughter; and extended family.

She was preceded in death by her older sister, Marielena Lyons, as well as by her parents.

A gathering is planned for the spring, at which time her ashes will be spread in Nantucket Sound off the Dennis shoreline. A celebration of her life will be at a date to be determined.

## John D. Eaton

John D. Eaton, a longtime Bourne resident who was known as Jack, died February 13 after a brief illness. He was 83.

The son of Harry and Dorothy (Healy) Eaton, he was raised in Onset. Many days of his childhood were spent swimming, boating and shellfishing at Onset Beach, which helped develop his love of the ocean that lasted throughout his lifetime.

He graduated from Wareham High School in 1956 and continued his education at Burdett College in Boston.

Mr. Eaton worked as a computer operator in the banking industry until his retirement in 1988.

He raised his family in Plymouth and was a member of the Wareham Lodge of Elks #73. In addition to Bourne, he also had lived in Cohit and Centerville.

Mr. Eaton leaves his daughter, Kathleen Shea of Centerville; two grandsons, Jack Shea and Michael Shea of Centerville; a brother, Robert Eaton of Buzzards Bay; and extended family.

He was preceded in death by his son, Daniel Eaton, and by his

sister, Helen Ferretti.

A private service is planned for spring.

## Thomas P. Shevory

Thomas Paul Shevory, 73, died at home in Chatham on February 12. He was a former East Falmouth resident and also leaves family in Bourne and Sandwich.

The son of Joseph and Irene (Bracken) Shevory, he was born in Boston and grew up in Hyde Park. Mr. Shevory had a long career as an electrical designer at United Engineers & Constructors in Boston.

He also served in the National Guard.

His childhood summers were spent with his family in Chatham, where he fell in love with boating and the ocean. He and his former wife, Marie T. Lydon of Falmouth, would raise their family in Falmouth. The couple divorced in 1997.

Mr. Shevory settled in Chatham to enjoy his retirement years, spending time with his family on his boat, digging for clams, or gathering with them summer nights on his porch sharing stories. He could often be found working on projects around his home.

He leaves three children, Colleen M. Vahey of Bourne, Thomas B. Shevory of Sandwich and Leanne Webb of Franklin; six grandchildren; four siblings, Joseph Shevory of Deadham, Jean Scarry of Westwood, Richard J. Shevory of Bourne and John Shevory of Walpole; and extended family.

A memorial Mass will be said on Saturday, March 5—which would have been his 74th birthday—at 10 AM at the Holy Redeemer Church, 57 Highland Avenue in Chatham.

## Rita L. O'Connor

Rita L. O'Connor, 97, of Laconia, New Hampshire, died February 15. She was a former longtime resident of Pocasset.

She was born in Quincy to Mary and Henry Lauwers.

At the age of 18 she obtained her pilot's license, learning to fly an airplane before she learned to drive an automobile.

During World War II, she served in the Women Airforce Service Pilots (WASP) organization, the members of which were United States federal civil service employees. Members of WASP tested aircraft, ferried aircraft and trained other pilots.

Ms. O'Connor lived in Pocasset for more than 30 years and had most recently been a 23-year resident of the Grouse Point Club neighborhood in Meredith, New Hampshire.

She had a great love for animals.

She leaves five children, Roderick J. O'Connor of Southwest Harbor, Maine, Laureen O'Connor-Mahoney of Sagamore Beach, Brian O'Connor of Dedham, Christopher O'Connor of Port Townsend, Washington, and MaryLou O'Connor of Port St. Lucie, Florida; two grandsons and two granddaughters; two great-grandchildren; and other family.

Her husband of 54 years, Captain John P. O'Connor, died in 2003; she was also preceded in death by her son Brendan R. O'Connor.

A graveside service is planned for April 13 at 12:45 PM at Massachusetts National Cemetery in Bourne.



THE PROPERTY AT 96 MEGANSETT ROAD, FORMERLY OWNED BY THE ANIMAL RESCUE LEAGUE OF BOSTON

## Commission Hearing For Cataumet Property Moves Forward

By MACKENZIE RYAN

The first of two continued hearings for a property at 96 Megansett Road in Cataumet went before the Bourne Conservation Commission last Thursday. Commission members discussed the removal of three existing dwellings to construct a new single-family dwelling with an attached garage, an open-air patio and pool area with a retaining wall, a half bath and an outdoor kitchen area.

The hearing closed with a unanimous vote to move forward to an open session on Thursday with draft language from the commission.

The second hearing about the property, which proposed construction, licensing and maintenance of an access ramp leading to a walkway, pier, ramp and float in Squeteague Harbor, was continued to an unspecified future date. The proposal would involve additional dredging to allow boat access.

Attorney Matthew Watsky and Project Engineer Mark Dobb represented the applicant, Cape Club Building Inc.

The revised plan sent to the commission on February 10 addressed the issues raised by the commission and the peer reviewer, Mr. Watsky said. There are currently four existing buildings on the site, with plans to remove three including the existing home along the water's edge.

The structures currently in place at 96 Megansett Road were used by the Animal Rescue League of Boston, former owners of the property. The buildings housed classrooms for the league when it ran a summer camp for inner-city children between the ages of 7 and 14. The camp opened in 1946 and closed in 2007.

The existing lawn area between the home and shed is going to be revegetated with native plants. Environmental Consulting and Restorations provided a restoration plan to revegetate the lawn areas with more than 59 new trees and hundreds of native species of bushes, Mr. Dobb said.

Mr. Watsky said commission member Elise Leduc-Fleming had previously raised concerns about the in-ground pool and

patio surface sitting somewhat below flood elevation and would cut into the coastal bank. This issue, he said, was addressed by raising the patio, pool area and pool pumps above the 100-year flood elevation. A retaining wall will also be built to contain the pool's patio structure.

Commission members Gregory A. Berman and Paul S. Szewed both commended the company on the improvements but went on to highlight concerns with portions of the pool and patio existing along the coastal bank.

"I think the house could be pulled back, but really at this point we have a massive patio and pool, and I am not sure the house is going to affect the coastal bank any more than that," Mr. Berman said.

In a public comment, John York of Cataumet said the proposed revegetation does not replace the coastal bank.

"I don't see that building a structure on top and seaward of a coastal bank constitutes a new coastal bank, and I think it should be reviewed with respect to that," he said.

In addition to discussing the driveway loop, commission members briefly discussed the possibility of shifting the tennis courts closer to the roadway or shift soil absorption system required by the Bourne Board of Health to remove as much of the construction from the 100-foot coastal bank area.

Commission members agreed any movement outside of the 100-foot zone is positive, but they did not believe a shift would make enough of an impact to consider further plan revision. There is no specific language in regulations regarding coastal banks that would allow the commission to halt the project, Chairman Robert Gray said.

"This is a complex project. I wish there was less development proposed. I think this is probably the best we are going to do," Mr. Gray said.

## LEGAL NOTICES

### LEGAL NOTICE TOWN OF BOURNE CABLE TELEVISION CABLE LICENSE RENEWAL PROCEEDINGS

The Board of Selectmen of the Town of Bourne, being the Town's Cable Television License Issuing Authority, hereby gives notice that on March 15, 2022, at 7 p.m. at the Bourne Memorial Community Center, 239 Main Street, Buzzards Bay, the Board of Selectmen will hold a public hearing concerning Comcast's proposed cable television license renewal. The purpose of the proceeding is to accept public comment on, formally consider and possibly take final action including possible approval of the proposed renewal license. Public comment on Town renewal needs and the proposed renewal is invited. Copies of renewal documents are available for public inspection and copying at the Town Clerk or higher municipal designees. For further information and copies of renewal records contact Glenn Cramer, Assistant Town Administrator, c/o Town Hall. By order of the Board of Selectmen as Cable Television License Issuing Authority.

February 25, 2022  
March 4, 2022

### LEGAL NOTICE NOTICE OF PUBLIC SALE

Notice is hereby given by Thomas Auto Body Shop, Inc. of 15 Fort Hill Street, Hingham, MA, pursuant to the provisions of Mass G.L.c. 255, Section 38A, that they will sell the following vehicle on or after March 4, 2022 beginning at 10:00 a.m. by public or private sale to satisfy their garage keeper's lien for towing, storage, and notices of sale:

1. 2013 Cadillac XTS VIN 2G61P55360201608

Signed,  
John J. Thomas  
Thomas Auto Body Shop, Inc.

February 18, 2022  
March 4, 2022

## In Loving Memory

The following paid memorial have been submitted by the deceased's family and friends.

### Leon A. Cremonini



Leon A. Cremonini, 87, of Sagamore Beach, died Thursday, February 17, 2022 at Beth Israel Deaconess Medical Center - Plymouth after a brief illness. He was the husband of the late Diane J. (Kaminski) Cremonini who had recently passed away in December. Born in New Bedford, he was

the son of the late Leon D. "Dante" & Clotilde "Louise" (Boniglio) Cremonini. Mr. Cremonini graduated from the carpentry program at Greater New Bedford Regional Vocational Technical High School. He worked as a carpenter for many years and retired from the U.S. Army Corps of Engineers - Cape Cod Canal Division.

Mr. Cremonini was a U.S. Army veteran and served from 1967 to 1962. He was a member of the Sagamore Rifle Club, Monument Beach Sportsman Club where he helped administer the junior rifle program and was Boy Scout Troop Leader for Troop 48 in Sagamore Beach. Survivors include his children, Phyllis Cremonini of Bellevue, NE, Louis Cremonini of Pocasset, Mi-

chael Cremonini of Nashville, TN and Thomas Cremonini of Butte, MT; a grandson, John Cremonini. Visiting hours will be held from 4 to 7 p.m. on Wed., Feb. 23, 2022 at Chapman Funeral & Cremations - WAREHAM, 2599 Cranberry Hwy., Wareham.

His funeral Mass will be held at 11:00 a.m. on Thurs., Feb. 24, 2022 at Corpus Christi Church, 324 Quaker Meetinghouse Rd., East Sandwich. Burial will follow in the Massachusetts National Cemetery, Bourne.

Donations in his memory may be made to American Heart Assoc., 300 5th Avenue, Suite 6, Waltham, MA 02451-9750. To share a memory or leave a message of condolence, visit: www.chapmanfuneral.com.



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Garry L. Brake, M.D., Stephanie Whelan, M.D., BSN, RN, Peter S. Hopwood, M.D., FACS, Jeff Siegel, M.D., FACS

## Discover the Science and Beauty of Your Skin

We understand that your skin plays an important role in not just your health, but your confidence. Our state of the art lasers and fat reduction technology, combined with our pharmaceutical grade skincare line and collagen building program, can help with skin tightening, decreasing fine lines/wrinkles, rosacea, sun/age spots, acne, scars, veins and capillaries, hair removal, and so much more.



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## NORTH SAGAMORE WATER DISTRICT

NOTICE TO THE REGISTERED VOTERS RESIDING WITHIN THE BOUNDARIES OF THE NORTH SAGAMORE WATER DISTRICT: NOMINATION PAPERS ARE AVAILABLE AT THE OFFICE OF THE NORTH SAGAMORE WATER DISTRICT, 14 SQUANTO ROAD, P.O. BOX 133, SAGAMORE BEACH, MA 02562, FOR THE OFFICE OF:

WATER COMMISSIONER FOR A THREE YEAR TERM

ELECTION TO BE HELD ON WEDNESDAY, MAY 4, 2022

SAGAMORE BEACH COLONY CLUB

CLARK HALL

30 ROBINSON ROAD

SAGAMORE BEACH, MA 02616

LAST DAY TO SUBMIT NOMINATION PAPERS WITH THE NORTH SAGAMORE WATER DISTRICT CLERK FOR CERTIFICATION OF VOTER REGISTRATION IS APRIL 4, 2022

# Obituaries

## In Loving Memory

The following paid memorials have been submitted by the deceased's family and friends.

### Kenneth A. Punis



Kenneth A. Punis of Bourne died February 12 at Bourne Manor after a long illness. He was 75.

He was the son of Alexander F. Punis and Anne Mary (Uzdavinis) Punis and grew up in Hyde Park. After his 1964 graduation from Boston English High School, he enlisted in the US Army and served in Vietnam as an army medic in the Infantry Division. Mr. Punis was awarded a National Defense Medal, Vietnam Service Medal, and Vietnam Campaign Medal with Honor for his service.

After his discharge, Mr. Punis pursued a career in journalism for more than 30 years. He was a news correspondent and radio broadcaster whose résumé included press coverage of Ronald Reagan's campaign and presidential election, 1984-1985, news correspondent and radio announcer for ABC-TV News and Radio in New York, Boston Christian Science Monitor Radio, WHBQ Radio in Tennessee; and radio news anchor for WMYV Radio on Martha's Vineyard.

An avid reader, he collected books by his favorite authors: Tom Clancy and David Baldacci. He was preceded in death by his parents and also by his brother, Robert A. Punis.

A ceremony with full military honors will take place at a date to be announced at Massachusetts National Cemetery in Bourne.

Edward A. Barnaby

Edward Allen Barnaby, a musician and former Bourne resident who performed as Crazy Ed Barnaby, died on February 20. He was 72.

He was born in Stoneham and graduated from Bourne High School in 1968. Following graduation, he served in the US Air Force during the Vietnam War. Mr. Barnaby pursued his connection with music throughout his life. He entertained at local events and school dances, and had performed

along the entire eastern seaboard from Maine to Florida. At Bourne Scenic Park he was a scheduled performer in 1997 for the summer recreation program at the campground.

He released a record in 1980, "I've Been Crying," and later a CD, "The Picture of Dreams." He also took an interest in aspiring musicians, and believed that any child who wanted to play an instrument should have the opportunity to do so. While living in Maine in recent years he worked with a school district in Sherman to help students achieve their dreams in music by offering free lessons in drums, guitar, keyboards and more.

In his home music studio, he often encouraged people to pick up an instrument and then suggested that they "Just try it." Mr. Barnaby was willing to teach anyone who wanted to learn.

His daughters are planning a "Crazy Ed" Barnaby Music Memorial via a GoFundMe campaign for the purchase of instruments to be donated to a high school music department to allow young people who might not otherwise be able to afford an instrument to borrow one from the school.

Mr. Barnaby leaves his companion, Anne Goncalves; four daughters, Theresa Marks, Amy Hopkins, Bethany Gage and Shannon LeMieux; 11 grandchildren and a great-granddaughter; and five brothers and a sister.

He was predeceased by his parents, Frank D. and Theresa R. (Feola) Barnaby, as well as three sisters and a brother.

Interment will be at the Central Maine Veterans' Cemetery in Bourne.

A celebration of his life will take place Tuesday, March 15, at 10 AM at St. Margaret's Church, 141 Main Street in Buzzards Bay.

David W. Banks

David Wayne Banks, 64, of Bourne died February 25.

The son of Jim Banks and Helen Cabeca Banks, he was born in New Bedford.

He leaves his son, Aleksandr Banks; two brothers, Steven Banks and Jimmy Banks; a sister, Joan Banks; and extended family.

He was preceded in death by his wife, Kathleen S. Banks, who died June 23, 2007.

Visitation will take place tomorrow, beginning at 3 PM with a funeral service at 5 o'clock, at Chapman Funerals & Creations, 584 West Falmouth Highway.

Other Obituaries

The following residents, former residents or family of residents of Falmouth, Mashpee and Sandwich recently died. Visit [chapmanfunerals.com](http://chapmanfunerals.com) to read the complete obituary news stories.

June R. Atwood, 91, of West Falmouth died February 7.

Carole A. Barry, 72, of East Falmouth and Northport, Florida, died February 24.

Arthur J. Beatty, 94, of South Yarmouth died February 14.

Frederick N. Cabana, 96, of Forestdale died February 16.

Robert W. Casey, 76, of Falmouth died February 26.

Donato J. Codomo, 90, of West Yarmouth died February 23.

Eleanor M. Gaffney, 89, of East Sandwich died February 24.

Walter W. Goncalves Sr., 85, of Mashpee died February 18.

Nancy L. Pekala, 65, of Falmouth died February 19.

Paulette C. Loomis, 96, of Falmouth died February 3.

Patricia M. McNamara, 68, of Mashpee died February 18.

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### Stephen John Ross



We are heartbroken to announce that Stephen John Ross, beloved husband, father, grandfather, brother, uncle, and friend, passed away peacefully on Cape Cod surrounded by his family on Friday, February 25, 2022, after a brief battle with cancer. He was 75.

Born in New London, CT, son of Myra O'Connell and John Ross, grew up in Greenfield, MA and Waterbury, CT. He was the third of four siblings. In 8th grade, he moved to Newton, MA where he completed high school.

He was known as Steve, to his wife Sue, his sisters Mary and Sue, his late brother Pat, and many in-laws. Dad, to Jess and her husband Dan, and Pat and his wife Jenny.

David J. Stockley

David J. Stockley of Bourne passed away on Monday, February 21, 2022 at his home. He was born on May 21, 1939 in Waltham, MA.

He is survived by his daughters Eleanor Stockley of Bourne, Massachusetts, and Tammy Stockley of Lexington, MA.

He is also survived by his granddaughters Joycelyn Loughlin Adams (husband Brian) of Barre, Vermont, and Jennifer Loughlin Adams (husband Brian) of Barre, Vermont.

He was a deeply caring man, with a large heart and a no-nonsense approach to life. As a Free Mason, he was devoted to fellowship and charity, exemplified

by his support of the local Shriners. Whether fishing or gardening, Dave could always be found demonstrating his love of nature, typically accompanied by a tuxedo cat.

Relationships and friends are invited to attend a Funeral Service at 11:00 a.m. on Thursday, March 3, 2022 at the Nickerson-Bourne Funeral Home 40 MacArthur Blvd., Bourne, MA. Interment to follow at the Massachusetts National Cemetery.

Visitation is 5 to 7 p.m. on Wednesday, March 2, 2022. In lieu of flowers memorial contributions in his memory may be made to Shriners Hospital for Children, 3800 Rocky Point Drive Tampa, FL 33607.

Fond memories and expressions of sympathy may be shared at [www.nickersonbourne.com](http://www.nickersonbourne.com) for the Stockley family.

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Papa to Sophie, Lila, and Oscar. Uncle Steve to his many nieces and nephews. Scooper, to his crew of lifelong friends from Newton South High School.

(A)hem) prolific college student. Steve attended several area institutions, including Framingham State College, where he majored in math and met Sue Rinella, who would become his wife of 50 years.

Sue and Steve moved to Bourne, MA and started a family. On Cape Cod, he began his lifelong career as a carpenter. His love of math and his steadfast work ethic made carpentry a natural choice. He was always willing to teach his skills to young carpenters, family members, and anyone eager to learn.

In life and work, Steve was a masterful problem solver. For many friends and loved ones, he was their first call when they found themselves in a bind. He would obsess over a problem until he found an answer. He set about his work with quiet resolve and always

world, as evidenced by enduring friendships across the globe. After leaving the Navy, he continued to serve as a caretaker at the Massachusetts National Cemetery until his retirement.

He and his wife Bonnie (Ward) celebrated a lifetime of love in their 50 years together. Besides his wife, he is survived by his daughters Eleanor Stockley of Bourne, Massachusetts, and Tammy Stockley of Lexington, MA.

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when precision was required ("measure twice, cut once") and when it was not ("we aren't making plans"). He never wavered until the job was done — and done well.

His family was his life, but it was tough his work that he showed his love. His friends and family were his customers, and his customers often became friends.

His spirit will live on all those who learned from him, all whom he helped, and with all of his projects — built so sturdily and true, they will outlive us.

A celebration of life for family and close friends will be held on Saturday, March 5, from 12:00-2:00 pm at The Brookside Club, 11 Bridgwood Road • Bourne, MA 02532.

In lieu of flowers, donations may be made to Cape Kid Meals, PO Box 36, Forestdale, MA 02644 or at [capekidmeals.org](http://capekidmeals.org).

For online guestbook and obituary please visit [www.chapmanfuneral.com](http://www.chapmanfuneral.com)

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by his support of the local Shriners. Whether fishing or gardening, Dave could always be found demonstrating his love of nature, typically accompanied by a tuxedo cat.

Relationships and friends are invited to attend a Funeral Service at 11:00 a.m. on Thursday, March 3, 2022 at the Nickerson-Bourne Funeral Home 40 MacArthur Blvd., Bourne, MA. Interment to follow at the Massachusetts National Cemetery.

Visitation is 5 to 7 p.m. on Wednesday, March 2, 2022. In lieu of flowers memorial contributions in his memory may be made to Shriners Hospital for Children, 3800 Rocky Point Drive Tampa, FL 33607.

Fond memories and expressions of sympathy may be shared at [www.nickersonbourne.com](http://www.nickersonbourne.com) for the Stockley family.

David J. Stockley

David J. Stockley of Bourne passed away on Monday, February 21, 2022 at his home. He was born on May 21, 1939 in Waltham, MA.

He is survived by his daughters Eleanor Stockley of Bourne, Massachusetts, and Tammy Stockley of Lexington, MA.

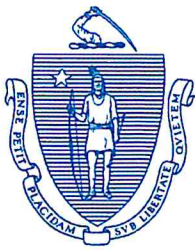
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**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

BOURNE BD OF SELECTMEN  
ROUD 2022 FEB 7 AM 10:18

# COMMONWEALTH OF MASSACHUSETTS

## Department of Telecommunications and Cable

1000 Washington Street, Suite 600, Boston, MA 02118

(617) 305-3580

[www.mass.gov/dtc](http://www.mass.gov/dtc)

**MIKE KENNEALY**  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

**EDWARD A. PALLESCHI**  
UNDERSECRETARY

**KAREN CHARLES PETERSON**  
COMMISSIONER

February 1, 2022

Chairman, Board of Selectmen  
Town Hall  
24 Perry Avenue  
Bourne, MA 02532

Re: License Expiration Notice

Dear Chairman:

Your cable television license (license) is set to expire on March 19, 2022. At this time, you as the Issuing Authority should be finalizing the license renewal process with Comcast Cable Communications, Inc. Pursuant to 207 C.M.R. § 3.06(2), you are required to provide a copy of the executed license to the Department of Telecommunications and Cable (Department) within seven days of execution. If you have decided to deny Comcast Cable Communications, Inc. a license, a written statement of your denial must be submitted to the Department within 14 days of your decision to deny.

If you have any questions, please do not hesitate to contact the Department at 617-305-3580 or [dte.efiling@mass.gov](mailto:dte.efiling@mass.gov).

Sincerely,

Shonda D. Green  
Department Secretary

1 Month

***[Opening Statement for Bourne Comcast cable license renewal hearing]***

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF BOURNE  
PUBLIC HEARING ON COMCAST CABLE TELEVISION FRANCHISE RENEWAL  
MARCH 15, 2022**

Good evening. Welcome to the Town of Bourne's public hearing on the Comcast cable license renewal.

I am \_\_\_\_\_, Chairman of the Board of Selectmen which is the cable license Issuing Authority under Mass. General Laws chapter 166A.

Notice of this hearing was posted in the local newspaper twice in two successive weeks. Copies of the legal advertisements are here entered into the record as Hearing Exhibits 1 and 2.

By way of background for the public: state law requires the holding of a public hearing prior to final action on a proposed renewal license which shall include opportunity for public comment on the proposed renewal license. This hearing follows a previous Board of Selectmen hearing, and several Cable Advisory Committee meetings, and consultation with Bourne TV, on Bourne cable needs.

Based on information presented to the Town and based on the recommendation of the Town's Cable Advisory Committee, the Board of Selectmen may take final action on and approve or deny the proposed renewal license before us this evening.

Public comments, if any, as well as questions to Comcast should be directed through me and I will rule whether they are in order. Please keep your comments no longer than four (4) minutes. Before hearing from the public, let's first welcome and recognize Michael Galla of Comcast, if he is present in person or by remote access link, and then we will accept comments from the public, if any, followed by Board of Selectmen discussion of the proposed renewal and a possible motion regarding final action on the proposed renewal.



March 15, 2022

Board of Selectmen  
Town of Bourne  
24 Perry Avenue  
Buzzards Bay, MA 02532

**RE: Town of Bourne - Senior Citizen Discount**

Dear Board of Selectmen:

The purpose of this letter is to outline the Senior Citizen Discount Comcast will offer to eligible Town of Bourne resident subscribers. Comcast's decision to offer a Senior Citizens Discount program is voluntary and will be available no later than 90 days from the effective date of the recently executed Cable Television Renewal License and will run concurrent with the recently executed Cable Television Renewal License.

**SENIOR CITIZEN DISCOUNT PROGRAM:**

Although Comcast offers a level of Basic Service that it feels is affordable, it is pleased to be able to provide a discount to qualified Senior Citizens in the Town of Bourne. To that end, Comcast will offer a discount of \$2.00 off its monthly Digital Starter Service Level or that Digital Level of Service which most closely resembles Digital Starter as of the rate card in effect as of the Effective Date of the Renewal License. Said discount will be provided to those subscribers aged sixty-five (65) or older, who are Heads of Household and are income eligible as hereinafter required. The subscriber must provide proof of eligibility for the discount according to the following requirements:

**1. PROOF OF AGE 65 OR OVER:**

*Acceptable documentation would include any of the following:*

- a) Driver's License;
- b) Birth Certificate;
- c) Passport; or
- d) Lease.

**2. HEAD OF HOUSEHOLD:**

*Acceptable documentation in the customer's name would include any one of the following:*

- a) Lease;
- b) Deed;
- c) Tax bill; or
- d) Cable bill if current customer.

**3. INCOME ELIGIBILITY:**

*Acceptable documentation would include proof of receipt of any one of the following forms Federal, State or Municipal aid:*

- a) Supplemental Security Income (SSI);
- b) Medicaid or Mass Health;
- c) Massachusetts Fuel Assistance; or
- d) Property Tax Elderly Asset/Income Abatement Relief under M.G.L. Chapter 59, Section 5.

Since the purpose of the Senior Citizen Discount is to provide assistance to those eligible seniors who are in real financial need of the discount, Comcast has developed the criteria listed above that will provide the “needs-based” discount, but will be easy for seniors to obtain.

Those currently enrolled in a Senior Discount program will retain their existing discount until making a change of service or receiving advance notice from Comcast. Comcast reserves the right to modify or eliminate such program at its sole discretion. In the event Comcast adopts and offers a statewide senior citizen discount program, Comcast reserves the right to implement such program, after reasonable written notice to your office.

If you have any questions about the above, please do not hesitate to contact me.

Sincerely,

*Michael Galla*

Michael Galla, Sr. Manager  
Government & Regulatory Affairs

Cc: Gerry Buckley, Sr. Director of Government Affairs, Comcast



**JC ENGINEERING, Inc.**  
**Civil & Environmental Engineering**  
2854 Cranberry Highway  
East Wareham, Massachusetts 02538  
Ph. 508-273-0377 – Fax 508-273-0367

March 4, 2022

Town of Bourne Administrator  
Attn: Marlene McCollem  
24 Perry Avenue  
Buzzards Bay, MA 02532

Re: Vehicular Access over 280 Standish Road, Assessor's Map 4.0, Parcel 14 (Sagamore Beach)

Dear Ms. McCollem:

On behalf of the applicant and property owner, 39 Phillips Road, LLC, please accept this letter as a request for vehicular access to cross a parcel of land shown as Parcel 14 on Bourne Assessor's Map 4.0. This lot is also known as 280 Standish Road according to the Assessor's records. Vehicular access is being requested to allow the property owner of 39 Phillips Road (Lot 49 on Assessor's Map 4.4) to transport beach compatible sand to the locus property to repair an existing eroding Coastal Dune. The property owner will be utilizing PSC Group, Inc. of Sagamore Beach to complete the dune restoration. The requested access point to Parcel 14 will be from the existing ramp on Standish Road located approximately 580 feet northerly of Lot 49. This ramp was utilized in 2014 by the same contractor to perform similar coastal dune restoration at the locus property.

On March 3, 2022, the Town of Bourne Conservation Commission granted an Order of Conditions to allow the property owner to repair the coastal dune erosion that has occurred since it was last repaired in 2014. This permit is subjected to the owner obtaining approval from the Town of Bourne Selectmen to allow vehicular access over Parcel 14 as this parcel is owned by the Town of Bourne. A copy of the Notice of Intent and Beach Access Narrative that was presented to the Conservation Commission is attached at the end of this letter.

Due to the tight time frames as specified in the attached Natural Heritage & Endangered Species Program letter, dated February 18, 2022, we respectfully request that we are placed on the agenda for the next scheduled meeting of the Selectmen on March 15, 2022. Thank you for your assistance on this project.

Sincerely,

Bradley M. Bertolo, E.I.T, C.S.E

Cc: Town of Bourne Conservation Commission  
39 Phillips Road, LLC  
PSC Group, Inc.

# NOTICE OF INTENT

## TOWN OF BOURNE CONSERVATION COMMISSION

39 PHILLIPS ROAD  
SAGAMORE BEACH, MA  
(BOURNE)

JANUARY 26, 2022

PREPARED FOR:

39 PHILLIPS ROAD, LLC  
1413 WHIPPORWILL WAY  
MOUNTAINSIDE, NJ 07092

PREPARED BY:



**JC ENGINEERING, Inc.**  
**Civil & Environmental Engineering**  
*2854 Cranberry Highway*  
*East Wareham, Massachusetts 02538*  
*Ph. 508-273-0377—Fax 508-273-0367*



**JC ENGINEERING, Inc.**  
**Civil & Environmental Engineering**

*2854 Cranberry Highway  
East Wareham, Massachusetts 02538  
Ph. 508-273-0377 – Fax 508-273-0367*

January 26, 2022

Town of Bourne  
Conservation Commission  
24 Perry Avenue  
Buzzards Bay, MA 02532

Re: Notice of Intent at 39 Phillips Road, Sagamore (Bourne), MA

Dear Gentlemen & Madams:

On behalf of the applicant, 39 Phillips Road, LLC, please find enclosed a Notice of Intent (NOI) of the Wetlands Protection Act, accompanied by supporting design drawing entitled “Proposed Coastal Dune Restoration” (Plan) located at 39 Phillips Road, Bourne, MA dated January 26, 2022 for your review and approval.

Project Narrative

This project involves the placement of sand nourishment on a sand and cobble Coastal Beach, and within Land Subject to Coastal Storm Flowage, Zone VE (el. 16.) for the purpose of replenishing a coastal dune. This project is also mapped within Estimated and Priority Habitat, but is not within an ACEC. The sand nourishment will be limited to the boundaries of the locus property and will not extend offsite into the coastal beach area currently owned by the Town of Bourne. This property was previously issued an Order of Conditions on July 29, 2013 for coastal dune restoration under DEP File No. SE7-1856 which included the placement of sand envelopes and well as sand nourishment for this property. At that time in 2013, this area of Sagamore Beach was also mapped within Estimated and Priority Habitat, therefore a determination letter from The Division of Fisheries and Wildlife was previously issued, dated October 17, 2013, and is attached at the end of this letter. The project completed under the former permit was completed and issued a Certificate of Compliance on November 7, 2019.

Since the completion of the past project, recent storm events during the past couple years has caused the coastal dune to erode back to its approximate location in 2013. As can be seen on the Plan, the profiles depict the surface elevation of the dune and beach as surveying in 2019, as well as the current surface of the dune and beach as of November 2021. This current application proposes the placement of sand to reestablish the dune to the location as shown on the asbuilt plan in 2019, which is approximately the maximum footprint allowed given the restraints of the property lines. Also, an existing set of timber steps and platform are to be reconstructed in the same footprint to allow for continued pedestrian access over the dune. Lastly, a sand fence previously existing on the property is to be repaired, as portions of the fencing have been damage. Only the very top of the sand fencing was visible in 2019, but is now mostly exposed.

The anticipated Dune Nourishment will be adjacent to or located within Land Subject to Coastal Storm Flowage, on a Coastal Dune, and on a Coastal Beach. These resource areas are further defined below:

#### Land Subject to Coastal Storm Flowage (LSCSF)

This resource area is defined in 310 CMR 10.04 as land subject to any inundation caused by coastal storms up to and including that cause by the 100-year storm, surge of record or storm of record, whichever is greater. As shown on the current Flood Insurance Rate Map, this portion of the coastal dune is situated within the FEMA Flood Zone VE(el. 16). The installation of the sand nourishment will be placed adjacent to the existing dune and on a coastal beach.

Although there are no performance standards within the Wetlands Protection Act, 310 CMR 10.00 (WPA), the sand nourishment has been designed to be in conformance with the Performance Standards of the Town of Bourne Wetlands Regulations (Local Regs). The installation of dune nourishment is intended to provide temporary flood protection while continuing to provide sediment to the adjacent coastal beach during storm events.

#### Coastal Dune

As defined in 310 CMR 10.28, coastal dunes are natural hills, mounds or ridges of sediment landward of a coastal beach. Dunes can also be sediment deposited by artificial means and serving the purpose of storm damage prevention or flood control.

The reconstructed dune will provide a temporary buffer to storm waters as well as provide sediment when it is eroded during coastal storm events. Upon the completion of the placement of sand, beach grass will be planted to help with stabilization of the dune and create additional nesting habitat. To satisfy the performance standards of the WPA, the proposed activities on the dune shall not have an adverse effect to the functions of the dune. This is being accomplished by limiting the dune restoration with beach compatible sand and planting with salt water tolerant native species. Also, the reconstructed stairway will continue to be elevated above the face of the dune to eliminate the erosion from foot traffic.

#### Coastal Beach

As defined by 310 CMR 10.27, a coastal beach means unconsolidated sediment subject to wave, tidal and coastal storm action which forms the gently sloping shore of a body of salt water and includes land flats. Any project on a coastal beach shall not have an adverse effect by increasing erosion, decreasing volume or changing the form of any such coastal beach of an adjacent or downdrift coastal beach. The coastal beach adjacent to the locus property consists mainly of sand and cobbles. No changes are proposed for the size, slope, and elevation of the existing stone and cobble beach. The placement of the sand for the dune restoration will be located on the coastal beach, but within the footprint of the previously restored coastal dune. The sediment contained within the coastal dune restoration will re-nourish the coastal beach during storm events that reach the base of the dune.



Taken 10/22/19



Taken 11/2/2021

January 26, 2022

### Proposed Dune Restoration

The reconstructed dune would be approximately 150 linear feet long and constructed with an approximate slope of 1.5:1. The sand used for the dune will be compatible with the grain sizes of the existing beach material as it will be anticipated this dune will eventually supply sediment to the adjacent beach. The intent is to reconstruct the dune to the maximum extent practicable on the property without encroaching onto abutting lots or damaging any existing vegetation. The reconstructed dune will provide temporary flood protection during storm events and will help to minimize the erosion from extending closer to the dwelling. The dune as shown will require approximately 300 cubic yards of sand to be transported to the property. At the base of the clean sand fill, 2 rows of coir logs will be placed and anchored in place. The purpose of the coir logs is to provide temporary support of the toe before the vegetation is established. Beach grass is proposed to be planted in staggered rows along all faces of the dune after the placement of the sand. Due to existing vegetation landward of the top of dune and limited access from the street, all site work will take place from the beach. No construction vehicles are proposed to transport material from the upland side of the dune. As with the previous project, the construction will be limited to a time of year restriction that will be specified by NHESP.

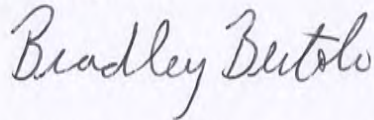
### Access

Access to construct the dune restoration will be from an existing ramp located at the Standish Road Beach Parking Area. This ramp is situated about 580 feet northwest of the locus property. Construction equipment will traverse from the ramp and continue over the sand and cobble beach to gain access to the locus property. All equipment will be removed during any anticipated storm events. The access between the ramp and the revetment is to be restored upon completion of the construction.

In conclusion, we respectfully request a favorable vote for the proposed activities. We feel that the proposed construction and limit of work is consistent with the interests of the Plymouth Wetlands Protection Bylaw.

Thank you for your assistance on this project.

Sincerely,



Bradley M. Bertolo, E.I.T., C.S.E

Cc: DEP Lakeville  
39 Phillips Road, LLC

Attachments



**MassWildlife**

Commonwealth of Massachusetts

# Division of Fisheries & Wildlife

Wayne F. MacCallum, *Director*

October 17, 2013

Bourne Conservation Commission  
24 Perry Ave  
Bourne, MA 02532

David Butler  
14 Pendell Circle  
Boylston, MA 01505

RE: Applicants: David Butler, Charles & Nancy Sweetman, Timothy Traub, Michelle Viotty, and Gerald Goveia & Brenda Bagnell

Project Location: 11 Phillips Road, (Assessors Map 4.4, Parcel 45;  
Barnstable County Registry of Deeds, Book 26899, Page 202)  
21 Phillips Road, (Assessors Map 4.4, Parcel 46;  
Barnstable County Registry of Deeds, Book 21689, Page 33)  
25 Phillips Road, (Assessors Map 4.4, Parcel 47;  
Barnstable County Registry of Deeds, Book 25583, Page 45)  
39 Phillips Road, (Assessors Map 4.4, Parcel 49;  
Barnstable County Registry of Deeds, Book 25529, Page 92)  
45 Phillips Road, Bourne (Assessors Map 4.4, Parcel 50;  
Barnstable County Registry of Deeds, Book 26772, Page 308)

Project Description: Coastal Bank Stabilization using Coir Envelopes & Stone Revetment  
DEP Wetlands File No.: 007-1855, 007-1856, 007-1857, 007-1859 & 007-1861  
NHESP Tracking No.: 13-32395

Dear Commissioners & Applicants:

The applicants listed above submitted five (5) *Notices of Intent*, site plans (dated July 9, 2013) and other required materials to the Natural Heritage & Endangered Species Program (NHESP) of the Massachusetts Division of Fisheries & Wildlife, in compliance with the rare wildlife species section of the Massachusetts Wetlands Protection Act Regulations (310 CMR 10.37). Additional materials were submitted for review pursuant to the Massachusetts Endangered Species Act (MESA; M.G.L. c. 131A) and its implementing regulations (321 CMR 10.00) (MESA).

The installation of the proposed coir envelope system and stone revetment along 675 linear feet of coastal bank/coastal dune will affect the available nesting habitat by reducing the amount of sediment within the system (down-drift beaches and dunes) available to nesting Least Terns (*Sternula antillarum*) and Piping Plovers (*Charadrius melodius*). These species are listed as "Special Concern" and "Threatened", respectively, in accordance with the MESA. The Piping Plover is also federally protected as a "Threatened" species pursuant to the U.S. Endangered Species Act (ESA, 50 CFR 17.11).

[www.mass.gov](http://www.mass.gov)

Division of Fisheries and Wildlife

Temporary Correspondence: 100 Hartwell Street, Suite 230, West Boylston, MA 01583

Permanent: Field Headquarters, North Drive, Westborough, MA 01581 (508) 389-6300 Fax (508) 389-7890

An Agency of the Department of Fish and Game

Based on a review of the information provided and the information contained in our database, the NHESP has determined that this project, as currently proposed, must be conditioned in order to avoid adverse effects to the Resource Area Habitats of state-listed wildlife species (310 CMR 10.37), and to avoid a prohibited "take" of state-listed species (321 CMR 10.18(2)(a)). The following conditions must be met:

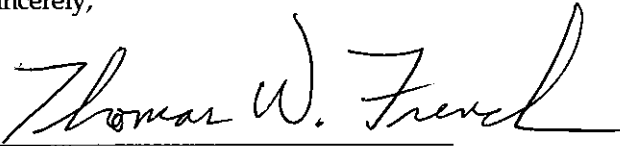
1. Prior to the start of Work, the Applicant shall record this letter in the Barnstable County Registry of Deeds so as to become a record part of the chain of title for each Property. Prior to the start of Work, the Applicant shall provide the NHESP with proof of said recordation within five (5) business days of recording.
2. No work may occur during April 1 - August 31 of any year.
3. Upon installation, the proposed coir envelopes shall be covered with sand as proposed. On an annual basis thereafter, the coir envelopes shall be monitored each Spring to determine the level of exposure and the volume of sand necessary to cover the envelopes shall be calculated. Said volume of sand shall be deposited on the coir envelopes outside of the bird nesting season (April 1 - August 31).
4. Upon completion of construction of the proposed stone revetment, 111 cubic yards of clean medium sand shall be placed as a 5-foot wide, 2.5-foot high foredune along the base of the revetment outside of the bird nesting season (April 1 - August 31).
5. Any proposed plantings of the foredune with beach grass (*Ammophila breviguilata*) must be done outside of the bird nesting season (April 1 - August 31).
6. Three years after the construction of the stone revetment, an assessment shall be conducted in the Spring to determine the dune/beach elevation at the base of the revetment. If at that time, the dune/beach elevation at the base of the revetment is at 5.4 NAVD or less (the "Trigger"), an additional nourishment of 111 cubic yards of sand will be necessary. Said sand must be placed either at the base of the revetment or at the town ramp approximately 200 feet to the north, outside of the bird nesting season (April 1 - August 31). Thereafter, the monitoring of the dune/beach elevation shall be conducted on an annual basis. For each year that the Trigger is met, 37 cubic yards of nourishment shall be required; however, the placement of the entire volume of sand need only occur on a three-year interval at either location described above.
7. At the end of each calendar year, a report documenting the nourishment assessment of both the coir envelopes and the stone revetment, and proof of deposition of required nourishment (e.g. photographs, invoices, etc.) shall be submitted to the NHESP.

Provided these conditions are included in any final approving Orders of Conditions and there are no changes to the project plans, this project will not result in an adverse impact to the Resource Area Habitats of state-listed wildlife species and will not result in a prohibited "take" of state-listed species. We ask that the Conservation Commission send a copy of the final Order of Conditions, approving or denying the project, to the NHESP simultaneous with the applicant. Upon filing for renewal, extension, or amendment of the Orders of Conditions, the applicant shall contact the NHESP for written response regarding impacts to Resource Area habitat of state-listed wildlife.

Any changes to the proposed project or any additional work beyond that shown on the site plans may require an additional filing with the NHESP pursuant to the MESA. This project may be subject to further review if no physical work is commenced within five years from the date of issuance of this determination, or if there is a change to the project. We note that all work is subject to the anti-segmentation provisions (321 CMR 10.16) of the MESA. This determination is a final decision of the Division of Fisheries and Wildlife pursuant to 321 CMR 10.18.

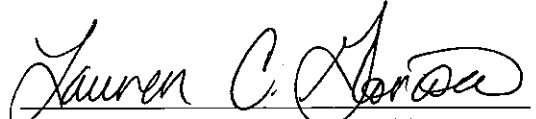
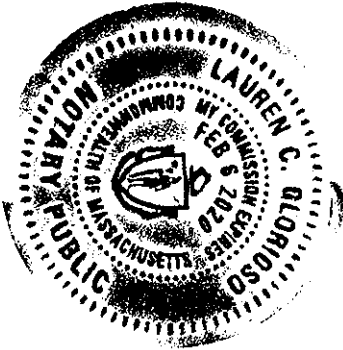
Please note that this determination addresses only the matter of state-listed species and their habitats. If you have any questions regarding this letter please contact Eve Schlüter, Senior Endangered Species Review Biologist, at (508) 389-6346 or eve.schluter@state.ma.us.

Sincerely,

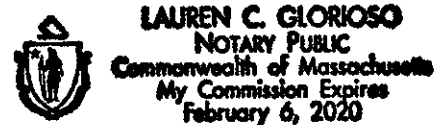


Thomas French, Ph.D.  
Assistant Director  
Massachusetts Division of Fisheries & Wildlife

On this 17<sup>th</sup> day of October, 2013, before me, the undersigned notary public, personally appeared Thomas W. French, Assistant Director, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



Lauren C. Glorioso, Notary Public  
My Commission expires: February 6, 2020



cc: Stanley Humphries  
MA DEP SERO

Charles & Nancy Sweetman  
11 Phillips Road  
Bourne, MA 02562

Timothy Traub  
PO Box 1187  
Orleans, MA 02653

Michelle Viotty  
467 W. 22<sup>nd</sup> Street, Apt. B  
New York, NY 10011

Gerald Goveia & Brenda Bagnell  
22 Flyaway Pond Drive  
North Easton, MA 02356

39 PHILLIPS ROAD, BOURNE, MA (11/2/21)









**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

**WPA Form 3 – Notice of Intent**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

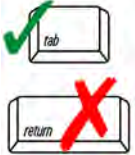
Document Transaction Number

Bourne

City/Town

**Important:**

When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Note:  
Before completing this form consult your local Conservation Commission regarding any municipal bylaw or ordinance.

**A. General Information**

1. Project Location (**Note:** electronic filers will click on button to locate project site):

39 Phillips Road

a. Street Address

Sagamore Beach (Bourne)

b. City/Town

02562

c. Zip Code

Latitude and Longitude:

4.4

f. Assessors Map/Plat Number

41.79654 N

d. Latitude

70.52456 W

e. Longitude

49

g. Parcel /Lot Number

2. Applicant:

a. First Name

39 Phillips Road, LLC

c. Organization

1413 Whipporwill Way

d. Street Address

Mountainside

e. City/Town

NJ

f. State

07092

g. Zip Code

h. Phone Number

i. Fax Number

j. Email Address

3. Property owner (required if different from applicant): ☐ Check if more than one owner

a. First Name

b. Last Name

c. Organization

d. Street Address

e. City/Town

f. State

g. Zip Code

h. Phone Number

i. Fax Number

j. Email address

4. Representative (if any):

Bradley M.

a. First Name

Bertolo, EIT, CSE

b. Last Name

JC Engineering, Inc.

c. Company

2854 Cranberry Highway

d. Street Address

E. Wareham

e.

MA

f. State

02538

g. Zip Code

508-273-0377

h. Phone Number

508-273-0367

i. Fax Number

bbertolo@jceng.org

j. Email address

5. Total WPA Fee Paid (from NOI Wetland Fee Transmittal Form):

\$500.00

a. Total Fee Paid

\$237.50

b. State Fee Paid

\$262.50 + local fee

c. City/Town Fee Paid



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

**WPA Form 3 – Notice of Intent**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

Bourne

City/Town

**A. General Information (continued)**

6. General Project Description:

Coastal Dune restoration

7a. Project Type Checklist: (Limited Project Types see Section A. 7b.)

- |   |   |
|---|---|
| 1. <input type="checkbox"/> Single Family Home                        | 2. <input type="checkbox"/> Residential Subdivision       |
| 3. <input type="checkbox"/> Commercial/Industrial                     | 4. <input type="checkbox"/> Dock/Pier                     |
| 5. <input type="checkbox"/> Utilities                                 | 6. <input type="checkbox"/> Coastal engineering Structure |
| 7. <input type="checkbox"/> Agriculture (e.g., cranberries, forestry) | 8. <input type="checkbox"/> Transportation                |
| 9. <input checked="" type="checkbox"/> Other                          |   |

7b. Is any portion of the proposed activity eligible to be treated as a limited project (including Ecological Restoration Limited Project) subject to 310 CMR 10.24 (coastal) or 310 CMR 10.53 (inland)?

1. ☐ Yes ☒ No If yes, describe which limited project applies to this project. (See 310 CMR 10.24 and 10.53 for a complete list and description of limited project types)

2. Limited Project Type

If the proposed activity is eligible to be treated as an Ecological Restoration Limited Project (310 CMR 10.24(8), 310 CMR 10.53(4)), complete and attach Appendix A: Ecological Restoration Limited Project Checklist and Signed Certification.

8. Property recorded at the Registry of Deeds for:

Barnstable

a. County

32418

c. Book

b. Certificate # (if registered land)

182

d. Page Number

**B. Buffer Zone & Resource Area Impacts (temporary & permanent)**

- ☐ Buffer Zone Only – Check if the project is located only in the Buffer Zone of a Bordering Vegetated Wetland, Inland Bank, or Coastal Resource Area.
- ☐ Inland Resource Areas (see 310 CMR 10.54-10.58; if not applicable, go to Section B.3, Coastal Resource Areas).

Check all that apply below. Attach narrative and any supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

**WPA Form 3 – Notice of Intent**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

Bourne

City/Town

**B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)**

For all projects affecting other Resource Areas, please attach a narrative explaining how the resource area was delineated.

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
a. <input type="checkbox"/> Bank	1. linear feet	2. linear feet
b. <input type="checkbox"/> Bordering Vegetated Wetland	1. square feet	2. square feet
c. <input type="checkbox"/> Land Under Waterbodies and Waterways	1. square feet 3. cubic yards dredged	2. square feet

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
d. <input type="checkbox"/> Bordering Land Subject to Flooding	1. square feet 3. cubic feet of flood storage lost	2. square feet 4. cubic feet replaced
e. <input type="checkbox"/> Isolated Land Subject to Flooding	1. square feet 2. cubic feet of flood storage lost	3. cubic feet replaced
f. <input type="checkbox"/> Riverfront Area	1. Name of Waterway (if available) - <b>specify coastal or inland</b>	

2. Width of Riverfront Area (check one):

☐ 25 ft. - Designated Densely Developed Areas only

☐ 100 ft. - New agricultural projects only

☐ 200 ft. - All other projects

3. Total area of Riverfront Area on the site of the proposed project: \_\_\_\_\_ square feet

4. Proposed alteration of the Riverfront Area:

a. total square feet \_\_\_\_\_ b. square feet within 100 ft. \_\_\_\_\_ c. square feet between 100 ft. and 200 ft. \_\_\_\_\_

5. Has an alternatives analysis been done and is it attached to this NOI? ☐ Yes ☐ No

6. Was the lot where the activity is proposed created prior to August 1, 1996? ☐ Yes ☐ No

3. ☒ Coastal Resource Areas: (See 310 CMR 10.25-10.35)

**Note:** for coastal riverfront areas, please complete **Section B.2.f.** above.



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

**WPA Form 3 – Notice of Intent**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

Bourne

City/Town

**B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)**

Check all that apply below. Attach narrative and supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.

Online Users:  
Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

<u>Resource Area</u>	<u>Size of Proposed Alteration</u>	<u>Proposed Replacement (if any)</u>
a. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below	
b. <input type="checkbox"/> Land Under the Ocean	1. square feet _____ 2. cubic yards dredged _____	
c. <input type="checkbox"/> Barrier Beach	Indicate size under Coastal Beaches and/or Coastal Dunes below	
d. <input type="checkbox"/> Coastal Beaches	1. square feet _____ 3,000	2. cubic yards beach nourishment _____ 300
e. <input checked="" type="checkbox"/> Coastal Dunes	1. square feet _____ 3,000	2. cubic yards dune nourishment _____ 300
	<u>Size of Proposed Alteration</u>	<u>Proposed Replacement (if any)</u>
f. <input type="checkbox"/> Coastal Banks	1. linear feet _____	
g. <input type="checkbox"/> Rocky Intertidal Shores	1. square feet _____	
h. <input type="checkbox"/> Salt Marshes	1. square feet _____	2. sq ft restoration, rehab., creation _____
i. <input type="checkbox"/> Land Under Salt Ponds	1. square feet _____	
	2. cubic yards dredged _____	
j. <input type="checkbox"/> Land Containing Shellfish	1. square feet _____	
k. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above	
	1. cubic yards dredged _____	
l. <input checked="" type="checkbox"/> Land Subject to Coastal Storm Flowage	3,000 1. square feet _____	
4. <input type="checkbox"/> Restoration/Enhancement		
If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.2.b or B.3.h above, please enter the additional amount here.		
a. square feet of BVW _____	b. square feet of Salt Marsh _____	
5. <input type="checkbox"/> Project Involves Stream Crossings		
a. number of new stream crossings _____	b. number of replacement stream crossings _____	



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

**WPA Form 3 – Notice of Intent**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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**C. Other Applicable Standards and Requirements**

- ☐ This is a proposal for an Ecological Restoration Limited Project. Skip Section C and complete Appendix A: Ecological Restoration Limited Project Checklists – Required Actions (310 CMR 10.11).

**Streamlined Massachusetts Endangered Species Act/Wetlands Protection Act Review**

1. Is any portion of the proposed project located in **Estimated Habitat of Rare Wildlife** as indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetland Wildlife published by the Natural Heritage and Endangered Species Program (NHESP)? To view habitat maps, see the *Massachusetts Natural Heritage Atlas* or go to [http://maps.massgis.state.ma.us/PRI\\_EST\\_HAB/viewer.htm](http://maps.massgis.state.ma.us/PRI_EST_HAB/viewer.htm).

- a. ☒ Yes ☐ No **If yes, include proof of mailing or hand delivery of NOI to:**

**Natural Heritage and Endangered Species Program**  
**Division of Fisheries and Wildlife**  
**1 Rabbit Hill Road**  
**Westborough, MA 01581**

online

b. Date of map

If yes, the project is also subject to Massachusetts Endangered Species Act (MESA) review (321 CMR 10.18). To qualify for a streamlined, 30-day, MESA/Wetlands Protection Act review, please complete Section C.1.c, and include requested materials with this Notice of Intent (NOI); *OR* complete Section C.2.f, if applicable. *If MESA supplemental information is not included with the NOI, by completing Section 1 of this form, the NHESP will require a separate MESA filing which may take up to 90 days to review (unless noted exceptions in Section 2 apply, see below).*

- c. Submit Supplemental Information for Endangered Species Review\*

1. ☒ Percentage/acreage of property to be altered:

(a) within wetland Resource Area 13.2% / 3000 s.f.  
percentage/acreage

(b) outside Resource Area \_\_\_\_\_  
percentage/acreage

2. ☒ Assessor's Map or right-of-way plan of site

2. ☒ Project plans for entire project site, including wetland resource areas and areas outside of wetlands jurisdiction, showing existing and proposed conditions, existing and proposed tree/vegetation clearing line, and clearly demarcated limits of work \*\*

(a) ☒ Project description (including description of impacts outside of wetland resource area & buffer zone)

(b) ☒ Photographs representative of the site

\* Some projects **not** in Estimated Habitat may be located in Priority Habitat, and require NHESP review (see <https://www.mass.gov/ma-endangered-species-act-mesa-regulatory-review>).

Priority Habitat includes habitat for state-listed plants and strictly upland species not protected by the Wetlands Protection Act.

\*\* MESA projects may not be segmented (321 CMR 10.16). The applicant must disclose full development plans even if such plans are not required as part of the Notice of Intent process.



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

**WPA Form 3 – Notice of Intent**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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**C. Other Applicable Standards and Requirements (cont'd)**

- (c) ☒ MESA filing fee (fee information available at <https://www.mass.gov/how-to/how-to-file-for-a-mesa-project-review>).

Make check payable to "Commonwealth of Massachusetts - NHESP" and **mail to NHESP** at above address

*Projects altering 10 or more acres of land, also submit:*

- (d) ☐ Vegetation cover type map of site

- (e) ☐ Project plans showing Priority & Estimated Habitat boundaries

- (f) OR Check One of the Following

1. ☐ Project is exempt from MESA review.  
Attach applicant letter indicating which MESA exemption applies. (See 321 CMR 10.14, <https://www.mass.gov/service-details/exemptions-from-review-for-projectsactivities-in-priority-habitat>; the NOI must still be sent to NHESP if the project is within estimated habitat pursuant to 310 CMR 10.37 and 10.59.)

2. ☐ Separate MESA review ongoing.

a. NHESP Tracking #

b. Date submitted to NHESP

3. ☐ Separate MESA review completed.

Include copy of NHESP "no Take" determination or valid Conservation & Management Permit with approved plan.

3. For coastal projects only, is any portion of the proposed project located below the mean high water line or in a fish run?

- a. ☐ Not applicable – project is in inland resource area only      b. ☐ Yes    ☒ No

If yes, include proof of mailing, hand delivery, or electronic delivery of NOI to either:

South Shore - Cohasset to Rhode Island border, and the Cape & Islands:

North Shore - Hull to New Hampshire border:

Division of Marine Fisheries -  
Southeast Marine Fisheries Station  
Attn: Environmental Reviewer  
836 South Rodney French Blvd.  
New Bedford, MA 02744  
Email: [dmf.envreview-south@mass.gov](mailto:dmf.envreview-south@mass.gov)

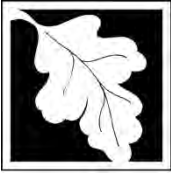
Division of Marine Fisheries -  
North Shore Office  
Attn: Environmental Reviewer  
30 Emerson Avenue  
Gloucester, MA 01930  
Email: [dmf.envreview-north@mass.gov](mailto:dmf.envreview-north@mass.gov)

Also if yes, the project may require a Chapter 91 license. For coastal towns in the Northeast Region, please contact MassDEP's Boston Office. For coastal towns in the Southeast Region, please contact MassDEP's Southeast Regional Office.

- c. ☐ Is this an aquaculture project?

- d. ☐ Yes    ☒ No

If yes, include a copy of the Division of Marine Fisheries Certification Letter (M.G.L. c. 130, § 57).



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

**WPA Form 3 – Notice of Intent**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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Document Transaction Number

Bourne

City/Town

**C. Other Applicable Standards and Requirements (cont'd)**

**Online Users:**

Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

4. Is any portion of the proposed project within an Area of Critical Environmental Concern (ACEC)?
- a. ☐ Yes ☒ No If yes, provide name of ACEC (see instructions to WPA Form 3 or MassDEP Website for ACEC locations). **Note:** electronic filers click on Website.
- b. ACEC
5. Is any portion of the proposed project within an area designated as an Outstanding Resource Water (ORW) as designated in the Massachusetts Surface Water Quality Standards, 314 CMR 4.00?
- a. ☐ Yes ☒ No
6. Is any portion of the site subject to a Wetlands Restriction Order under the Inland Wetlands Restriction Act (M.G.L. c. 131, § 40A) or the Coastal Wetlands Restriction Act (M.G.L. c. 130, § 105)?
- a. ☐ Yes ☒ No
7. Is this project subject to provisions of the MassDEP Stormwater Management Standards?
- a. ☐ Yes. Attach a copy of the Stormwater Report as required by the Stormwater Management Standards per 310 CMR 10.05(6)(k)-(q) and check if:
1. ☐ Applying for Low Impact Development (LID) site design credits (as described in Stormwater Management Handbook Vol. 2, Chapter 3)
  2. ☐ A portion of the site constitutes redevelopment
  3. ☐ Proprietary BMPs are included in the Stormwater Management System.
- b. ☒ No. Check why the project is exempt:
1. ☒ Single-family house
  2. ☐ Emergency road repair
  3. ☐ Small Residential Subdivision (less than or equal to 4 single-family houses or less than or equal to 4 units in multi-family housing project) with no discharge to Critical Areas.

**D. Additional Information**

- ☐ This is a proposal for an Ecological Restoration Limited Project. Skip Section D and complete Appendix A: Ecological Restoration Notice of Intent – Minimum Required Documents (310 CMR 10.12).

Applicants must include the following with this Notice of Intent (NOI). See instructions for details.

**Online Users:** Attach the document transaction number (provided on your receipt page) for any of the following information you submit to the Department.

1. ☒ USGS or other map of the area (along with a narrative description, if necessary) containing sufficient information for the Conservation Commission and the Department to locate the site. (Electronic filers may omit this item.)
2. ☒ Plans identifying the location of proposed activities (including activities proposed to serve as a Bordering Vegetated Wetland [BVW] replication area or other mitigating measure) relative to the boundaries of each affected resource area.



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

**WPA Form 3 – Notice of Intent**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

Bourne

City/Town

**D. Additional Information (cont'd)**

3. ☐ Identify the method for BVW and other resource area boundary delineations (MassDEP BVW Field Data Form(s), Determination of Applicability, Order of Resource Area Delineation, etc.), and attach documentation of the methodology.

4. ☒ List the titles and dates for all plans and other materials submitted with this NOI.

Proposed Coastal Dune Restoration at 39 Phillips Road

a. Plan Title

JC Engineering, Inc.

John L. Churchill, Jr., PE, PLS

b. Prepared By

c. Signed and Stamped by

January 26, 2022

1" = 20'

d. Final Revision Date

e. Scale

f. Additional Plan or Document Title

g. Date

5. ☐ If there is more than one property owner, please attach a list of these property owners not listed on this form.
6. ☒ Attach proof of mailing for Natural Heritage and Endangered Species Program, if needed.
7. ☐ Attach proof of mailing for Massachusetts Division of Marine Fisheries, if needed.
8. ☒ Attach NOI Wetland Fee Transmittal Form
9. ☐ Attach Stormwater Report, if needed.

**E. Fees**

1. ☐ Fee Exempt: No filing fee shall be assessed for projects of any city, town, county, or district of the Commonwealth, federally recognized Indian tribe housing authority, municipal housing authority, or the Massachusetts Bay Transportation Authority.

Applicants must submit the following information (in addition to pages 1 and 2 of the NOI Wetland Fee Transmittal Form) to confirm fee payment:

9081

1/25/22

2. Municipal Check Number

3. Check date

9080

1/25/22

4. State Check Number

5. Check date

JC Engineering, Inc.

6. Payor name on check: First Name

7. Payor name on check: Last Name



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

Provided by MassDEP:

**WPA Form 3 – Notice of Intent**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File Number

Document Transaction Number

Bourne

City/Town

**F. Signatures and Submittal Requirements**

I hereby certify under the penalties of perjury that the foregoing Notice of Intent and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge. I understand that the Conservation Commission will place notification of this Notice in a local newspaper at the expense of the applicant in accordance with the wetlands regulations, 310 CMR 10.05(5)(a).

I further certify under penalties of perjury that all abutters were notified of this application, pursuant to the requirements of M.G.L. c. 131, § 40. Notice must be made by Certificate of Mailing or in writing by hand delivery or certified mail (return receipt requested) to all abutters within 100 feet of the property line of the project location.

*Mark Simnett*

1. Signature of Applicant

*1/25/22*

2. Date

3. Signature of Property Owner (if different)

*Brendley DeLoe*

5. Signature of Representative (if any)

4. Date

*1/26/22*

6. Date

**For Conservation Commission:**

Two copies of the completed Notice of Intent (Form 3), including supporting plans and documents, two copies of the NOI Wetland Fee Transmittal Form, and the city/town fee payment, to the Conservation Commission by certified mail or hand delivery.

**For MassDEP:**

One copy of the completed Notice of Intent (Form 3), including supporting plans and documents, one copy of the NOI Wetland Fee Transmittal Form, and a **copy** of the state fee payment to the MassDEP Regional Office (see Instructions) by certified mail or hand delivery.

**Other:**

If the applicant has checked the "yes" box in any part of Section C, Item 3, above, refer to that section and the Instructions for additional submittal requirements.

The original and copies must be sent simultaneously. Failure by the applicant to send copies in a timely manner may result in dismissal of the Notice of Intent.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**NOI Wetland Fee Transmittal Form**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**Important:** When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



## A. Applicant Information

### 1. Location of Project:

39 Phillips Road

a. Street Address

9080

c. Check number

Sagamore Beach (Bourne)

b. City/Town

\$237.50

d. Fee amount

### 2. Applicant Mailing Address:

a. First Name

39 Phillips Road, LLC

c. Organization

1413 Whipporwill Way

d. Mailing Address

Mountainside

e. City/Town

NJ

f. State

07092

g. Zip Code

h. Phone Number

i. Fax Number

j. Email Address

### 3. Property Owner (if different):

a. First Name

b. Last Name

c. Organization

d. Mailing Address

e. City/Town

f. State

g. Zip Code

h. Phone Number

i. Fax Number

j. Email Address

## B. Fees

Fee should be calculated using the following process & worksheet. ***Please see Instructions before filling out worksheet.***

**Step 1/Type of Activity:** Describe each type of activity that will occur in wetland resource area and buffer zone.

**Step 2/Number of Activities:** Identify the number of each type of activity.

**Step 3/Individual Activity Fee:** Identify each activity fee from the six project categories listed in the instructions.

**Step 4/Subtotal Activity Fee:** Multiply the number of activities (identified in Step 2) times the fee per category (identified in Step 3) to reach a subtotal fee amount. Note: If any of these activities are in a Riverfront Area in addition to another Resource Area or the Buffer Zone, the fee per activity should be multiplied by 1.5 and then added to the subtotal amount.

**Step 5/Total Project Fee:** Determine the total project fee by adding the subtotal amounts from Step 4.

**Step 6/Fee Payments:** To calculate the state share of the fee, divide the total fee in half and subtract \$12.50. To calculate the city/town share of the fee, divide the total fee in half and add \$12.50.

To calculate filing fees, refer to the category fee list and examples in the instructions for filling out WPA Form 3 (Notice of Intent).



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**NOI Wetland Fee Transmittal Form**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**B. Fees** (continued)

Step 1/Type of Activity	Step 2/Number of Activities	Step 3/Individual Activity Fee	Step 4/Subtotal Activity Fee
Beach Nourishment	1	\$500.00	\$500.00

**Step 5/Total Project Fee:**

**Step 6/Fee Payments:**

Total Project Fee:	<u>\$500.00</u>
	a. Total Fee from Step 5
State share of filing Fee:	<u>\$237.50</u>
	b. 1/2 Total Fee <b>less</b> \$12.50
City/Town share of filing Fee:	<u>\$262.50 + local fee</u>
	c. 1/2 Total Fee <b>plus</b> \$12.50

**C. Submittal Requirements**

- a.) Complete pages 1 and 2 and send with a check or money order for the state share of the fee, payable to the Commonwealth of Massachusetts.

Department of Environmental Protection  
Box 4062  
Boston, MA 02211

- b.) **To the Conservation Commission:** Send the Notice of Intent or Abbreviated Notice of Intent; a **copy** of this form; and the city/town fee payment.

**To MassDEP Regional Office** (see Instructions): Send a copy of the Notice of Intent or Abbreviated Notice of Intent; a **copy** of this form; and a **copy** of the state fee payment. (E-filers of Notices of Intent may submit these electronically.)

# Town of Bourne CONSERVATION COMMISSION Filing Fee Submittal Form

On January 6, 1993 the Conservation Commission adopted the following fee schedule for projects reviewed under the Town of Bourne Wetland and Natural Resource Protection Bylaw Article 3.7. The fee schedule was reviewed again on November 6, 2003 and revisions were implemented on July 1, 2004 and again on January 1, 2007 with the approval of the Bourne Conservation Commission and the Board of Selectmen.

All categories refer to G.L. Ch. 131 s. 40 filing fee schedule. **4/12/06**

CATEGORY 1. \_\_\_\_\_ X \$110.00 = \_\_\_\_\_  
No. Category 1 Activities Total Category 1 Fee

CATEGORY 2. One (1) X \$500.00 = \$500.00  
No. Category 2 Activities Total Category 2 Fee

CATEGORY 3. \_\_\_\_\_ X \$1,050.00 = \_\_\_\_\_  
No. Category 3 Activities Total Category 3 Fee

CATEGORY 4. \_\_\_\_\_ X \$1,450.00 = \_\_\_\_\_  
No. Category 4 Activities Total Category 4 Fee

**CATEGORY 5.** \$4.00 per linear foot with a \$100.00 minimum fee and a \$2000.00 maximum fee. **(DOCKS)**

\_\_\_\_\_ X \$4.00 = \_\_\_\_\_  
Total Linear Feet Total Category 5 Fee

**FOR NOTICES OF INTENT THERE IS A MINIMUM CHARGE OF \$125.00. ANY  
CALCULATION LESS THAN \$125.00 MUST PAY \$125.00, ANY CALCULATION PRODUCING  
A FIGURE GREATER THAN \$125.00 MUST PAY THE CALCULATED RATE.**

CATEGORY 6 (ANRAD) \$2.00/LIN.FT. UP TO \$200 FOR SFH, NO MORE THAN \$2000 (ALL OTHER ACTIVITIES)

\_\_\_\_\_ X \$2.00 = \_\_\_\_\_

**TOTAL LINEAR FEET**

**TOTAL CATEGORY 6 FEE**

CATEGORY 7. \$50.00 per activity listed below.  
Request for Emergency Certification - \$50.00

\_\_\_\_\_ X \$50.00 = \_\_\_\_\_  
No. Category 7 Activities Total Category 7 Fee

CATEGORY 8. \$75.00 per activity listed below.  
Request for Determination - \$75.00  
Request for Certificate of Compliance - \$75.00  
Request for Extension Permit - \$75.00  
Request for Amended Order of Conditions - \$75.00

\_\_\_\_\_ X \$75.00 = \_\_\_\_\_  
No. Category 8 Activities Total Category 8 Fee

**TOTAL FILING FEE SUBMITTED = \$500.00**

Name Bradley M. Bertolo, EIT, CSE

Address 2854 Cranberry Highway, E. Wareham, MA 02538

Tel. 508-273-0377

Signature Bradley Bertolo

Date 1/26/22

Fees may be waived at the discretion of the Conservation Commission for non-profit or educational organizations or for those projects considered by the Commission to be an environmental improvement project. Extenuating circumstances or hardship the applicant may be experiencing may also be considered for reason to waive the filing fee.



**Town of Bourne**  
**CONSERVATION COMMISSION**

24 Perry Avenue  
Buzzards Bay, Massachusetts 02532

**NOTICE OF INTENT FILING INFORMATION WORKSHEET**

In order to expedite the processing of your Notice of Intent filing with the Bourne Conservation Commission, please complete this information sheet and submit it with your application.

1. Applicant Name: 39 Phillips Road, LLC
2. Applicant Address: 1413 Whipporwill Way, Mountainside, NJ 07092
3. Property Owner Name: Same
4. Property Owner Address: Same
5. Representative Name: JC Engineering, Inc.
6. Representative Address: 2854 Cranberry Highway, E. Wareham, MA 02538
7. Project Address: 39 Phillips Road
8. Project Map and Parcel Number: Map 4.4 Parcel 49
9. Book and Page # County Barnstable Book 32418 Page 182
10. Project Description: Coastal Dune Restoration

- |   |   |   |
|---|---|---|
| 11. Is this project in an AE flood zone?                        | Yes                                     | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 12. Is this project in a V flood zone?                          | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No   |
| 13. Is this project within 100 feet of a wetland resource area? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No   |
| 14. Is this project within 200 feet of a riverfront?            | Yes                                     | <input type="checkbox"/> No   |

15. Plan Title and Date: Proposed Coastal Dune Restoration
16. Plan signed and stamped by: John L. Churchill Jr., P.E., P.L.S.
17. Total Fee: (From Appendix B: Wetlands Fee Transmittal Form) \$ 262.50 + \$500.00 (local fee)

Town of Bourne  
**CONSERVATION COMMISSION**

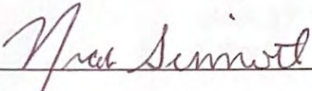
24 Perry Avenue  
Buzzards Bay, Massachusetts 02532

**Site Inspection Authorization**

**This form must be signed and dated by the property owner:**

As the owner of the property which is the subject of this permit application, I grant to members and agents of the Bourne Conservation Commission the right to enter, inspect and sample the premises for the following:

1. To evaluate site conditions and verify information contained in the application prior to and during the hearing process.
2. To monitor the site during construction.
3. To verify compliance with the permit after the project's completion.

  
Signature

1/25/22  
Date

39 Phillips Road, Bourne, MA (Map 4.4, Parcel 49)

Address of Proposed Work (*include map and parcel*)

# Commission Member Waiver Request

Bourne Conservation Commission  
Town of Bourne  
24 Perry Ave.  
Buzzards Bay, MA 02532

Dear Commissioners:

The applicants and/or owners of the below referenced property hereby waive the right to require the same Commission members to be present at any and all continued hearings on this matter.

This is necessary for the Commission to allow a continuance to be granted to the project and is in conformance with the opinion of Town Counsel. Should a continuance be necessary the only alternatives are for the applicant to request a continuance to a future meeting when the same Commission members are present or to withdraw and re-file at a future time.

Nick Sennett

Applicant's or owner's signature

1/25/22  
Date

Applicant's name: 39 Phillips Road, LLC (print)

Address: 1413 Whipporwill Way, Mountainside, NJ 07092

Telephone: 908.612.5692

Project Location: 39 Phillips Road

Town Map 4.4 Parcel 49 Lot

Project description: Coastal Dune Restoration

# Notice of Intent Authorization Form

Please print in black or blue ink

I, Nicole Sinnott, the property owner of a parcel of land located  
at 39 Phillips Road, town assessor's map 4.4, parcel 49  
am filing a Notice of Intent with the Bourne Conservation Commission.

I have authorized the following person(s) or firm(s) to act on my behalf and to represent me  
before the Commission during the public hearing review.

John L. Churchill Jr., PE, PLS

Bradley M. Bertolo, E.I.T.

Michael C. Pimentel, E.I.T.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I also certify to the Commission that I am in full compliance with Town of Bourne Bylaw section  
3.11.2 "Right to Revoke or Suspend Licenses or Permits for Non-Payment of Taxes or Assessments",  
in that any "taxes, fees, assessments, betterments or any other municipal charges, including amounts  
assessed under the provisions of section twenty-one D" have been paid.

Through my signature I attest that this instrument and its statements have been prepared honestly.

Signature Nicole Sinnott

Date 1/25/22

PrintName Nicole Sinnott

Signature of Notary Public \_\_\_\_\_

Date \_\_\_\_\_

Print Name of Notary Public \_\_\_\_\_

Affix Notary Public Stamp here>>>>>>>>

## Notification of Abutter Massachusetts Wetlands Protection Act

**In accordance with the second paragraph of Massachusetts General Laws Chapter 131,  
Section 40, you are hereby notified of the following:**

- A. The name of the applicant is 39 PHILLIPS ROAD, LLC
- B. The applicant has filed a Notice of Intent with the Conservation Commission for the municipality of Bourne seeking permission to remove, fill, dredge or alter an Area subject to Protection Under the Wetlands Protection Act (General Laws Chapter 131, Section 40). **THIS PROJECT INVOLVES THE RESTORATION OF A COASTAL DUNE.**
- C. The address of the lot where the Activity is proposed is 39 PHILLIPS ROAD, SAGAMORE BEACH, MA (ASSESSOR'S MAP 4.4, PARCEL 49).
- D. Copies of the Notice of Intent may be examined at the: Bourne Conservation Office, 24 Perry Ave., Buzzards Bay, MA 02532 between the hours of 8:30 am and 4:30 pm on the following days of the week: Monday through Friday.  
For more information, call: (508) 759- 0600.
- Check one: This is the applicant ☐ , representative ☐ , or other ☒ (specify):  
Town of Bourne Conservation Office.
- E. Copies of the Notice of Intent may be obtained from either (check one)  
the applicant ☐ , or the applicant's representative ☒ , by calling this telephone  
number (508) 273-0377 between the hours of 8:00 a.m. and 5:00 pm on the following days of  
the week: Monday through Friday.
- F. Information regarding the date, time, and place of the public hearing may be obtained from  
Bourne Conservation Office, (Information same as above)

Note: Notice of the public hearing, including its date, time, and place, will be published at least five (5) days in advance in the Bourne Courier.

Note: Notice of the public hearing, including its date, time, and place will be posted in the City or Town Hall not less than forty-eight (48) hours in advance.

Note: You also may contact your local Conservation Commission or the nearest Department of Environmental Protection Regional Office for more information about this application or the Wetlands Protection Act. To contact DEP, call:

Central Region: 508- 792- 7650

Northeast Region: 617- 935- 2160

Southeast Region: 508- 946- 2800

Western Region: 413- 784- 1100

## AFFIDAVIT OF SERVICE

### Under the Massachusetts Wetlands Protection Act

(To be submitted to the Massachusetts Department of Environmental Protection and the Conservation Commission when filing a Notice of Intent)

I, Bradley Bertolo, hereby certify under the pains and penalties of perjury that

on January 26, 2022, I gave notification to abutters in compliance with the second

paragraph of Massachusetts General Laws Chapter 131, Section 40, and the **DEP Guide**

**to Abutter Notification** dated April 8, 1994, in connection with the following matter:

A Notice of Intent filed under the Massachusetts Wetlands Protection Act by

39 Phillips Road, LLC with the Town of Bourne Conservation Commission on

January 26, 2022 for property located at 39 Phillips Road, Sagamore Beach.

The Notification of Abutter form and a list of the abutters to whom it was given and their

addresses, are attached to this Affidavit of service.

Bradley Bertolo  
Name

1/26/22  
Date

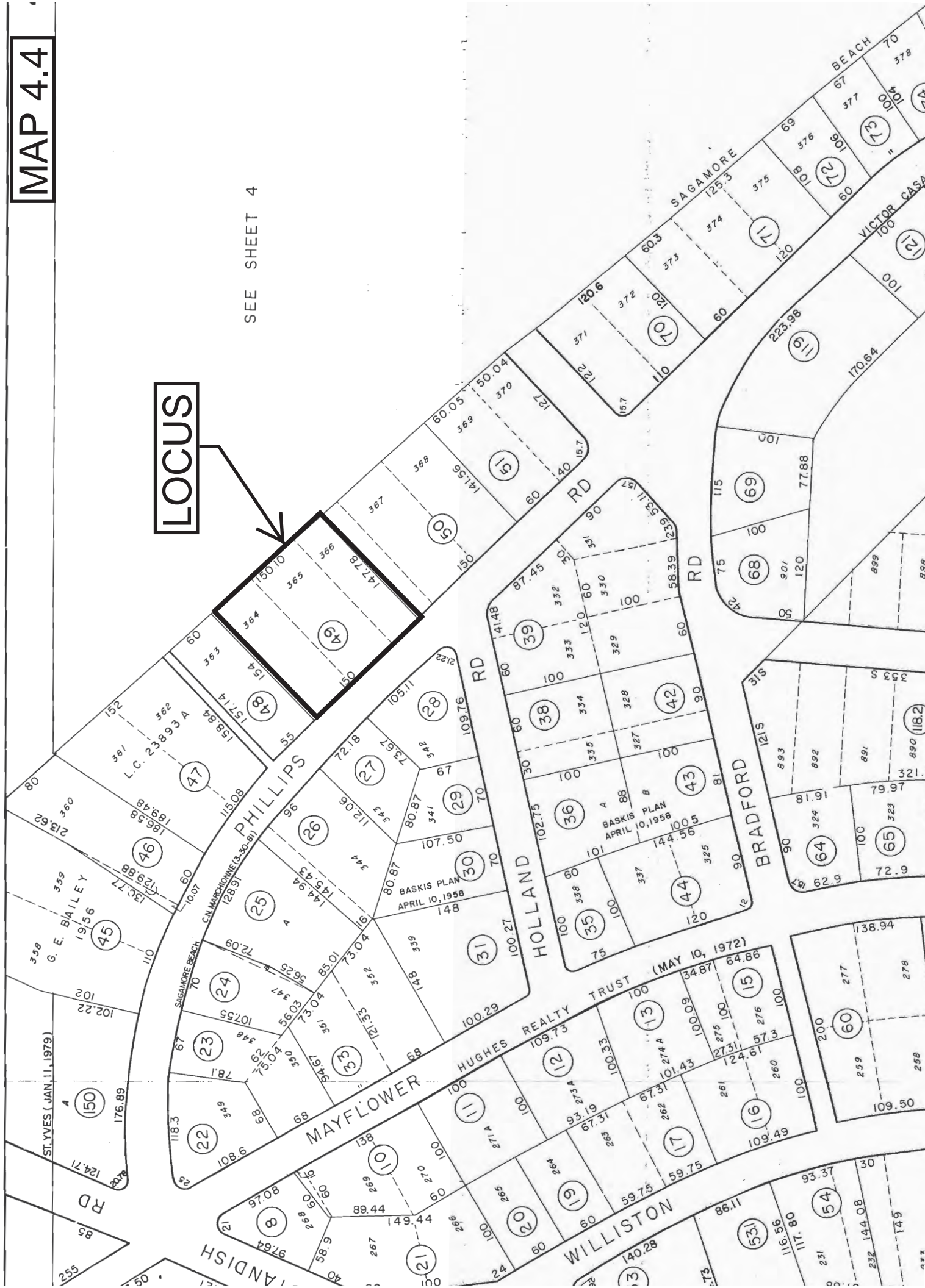
**NOI ABUTTERS LIST**  
**39 PHILLIPS ROAD, SAGAMORE BEACH**  
**ALL ABUTTERS WITHIN 100'**

MAP	PARCEL (S)	OWNER'S NAME & MAILING ADDRESS
4.0	14	Town of Bourne 24 Perry Avenue Buzzards Bay, MA 02532
4.4	26	Joseph J. Previte, Jr. Deborah Previte [REDACTED]
4.4	27	Carol S. Mier, Life Estate [REDACTED]
4.4	28	James A. Hession Catherine Hession [REDACTED]
4.4	39	Mary Jane Martis Christine M. Sysko [REDACTED]
4.4	47	Timothy T. Traub & Janet L. McGregor, Trs. [REDACTED]
4.4	48	Pearl J. Dalton ET ALS, Trs. [REDACTED]
■	50	[REDACTED]

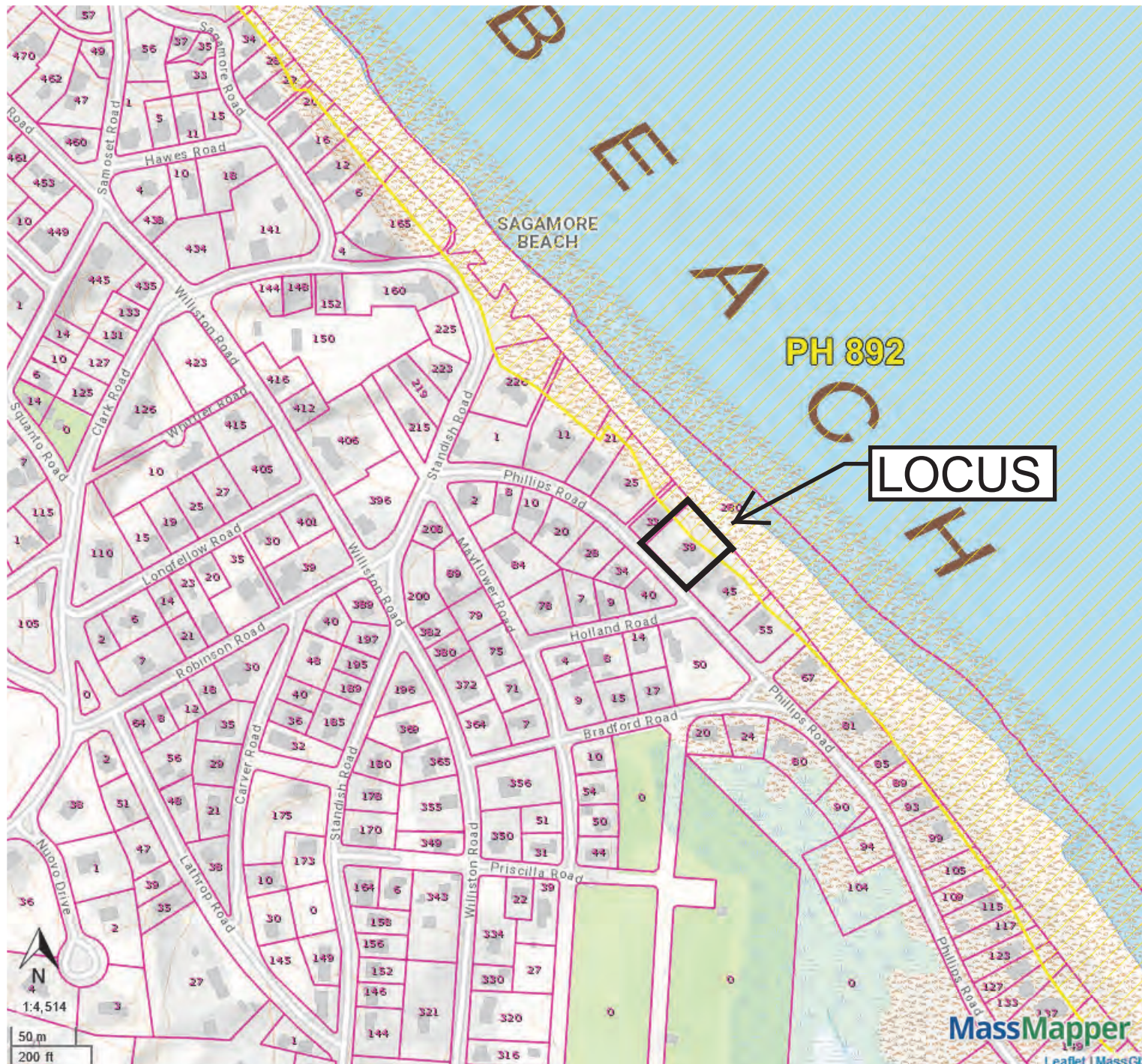
# MAP 4.4

SEE SHEET 4

LOCUS



# 39 Phillips Road, Bourne



NHESP Priority Habitats of Rare Species



Areas of Critical Environmental Concern  
ACECs



NHESP Estimated Habitats of Rare  
Wildlife

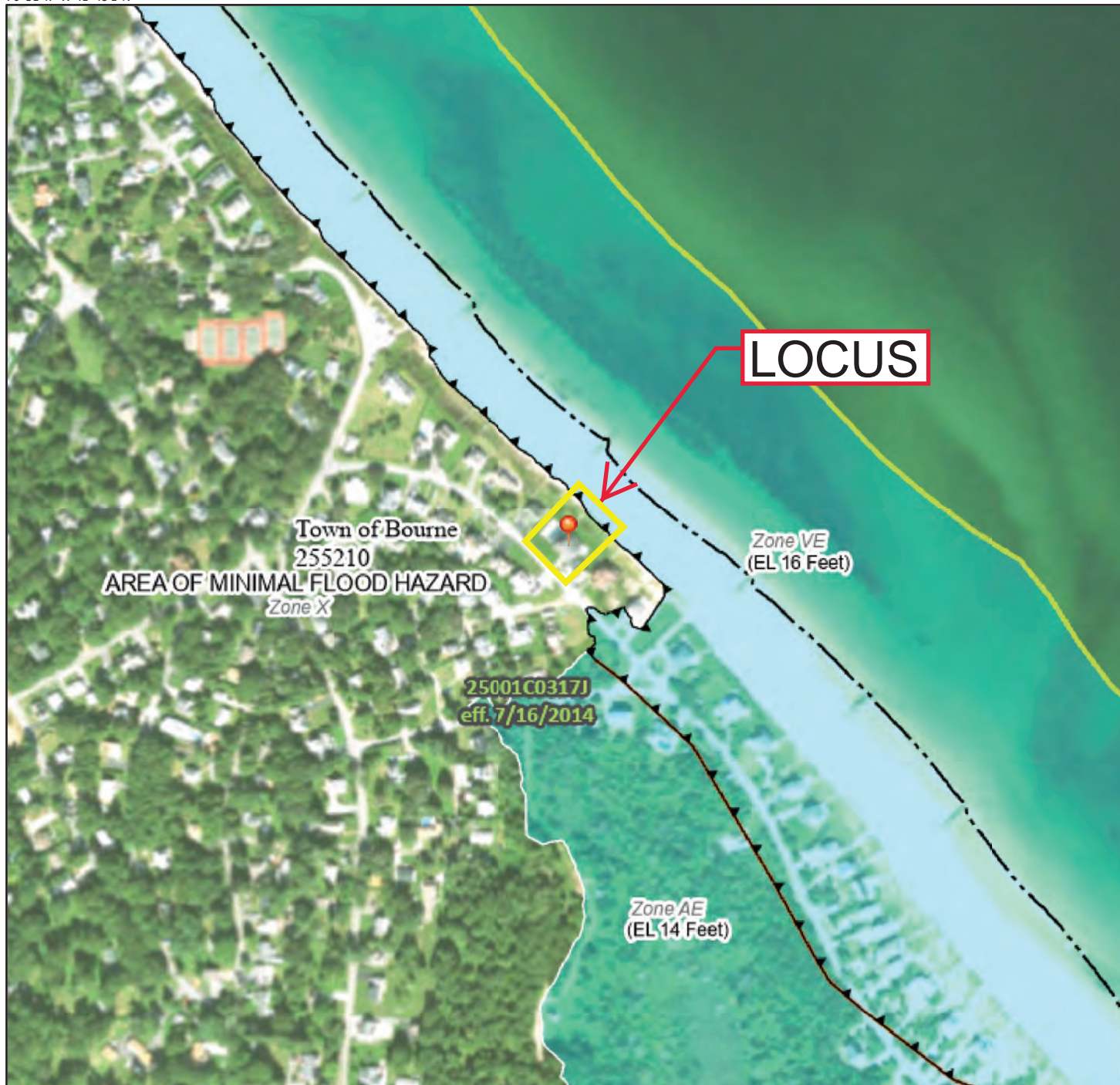


Property Tax Parcels

# National Flood Hazard Layer FIRMMette



70°31'47"W 41°48'1"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
OTHER FEATURES		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
OTHER FEATURES		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped

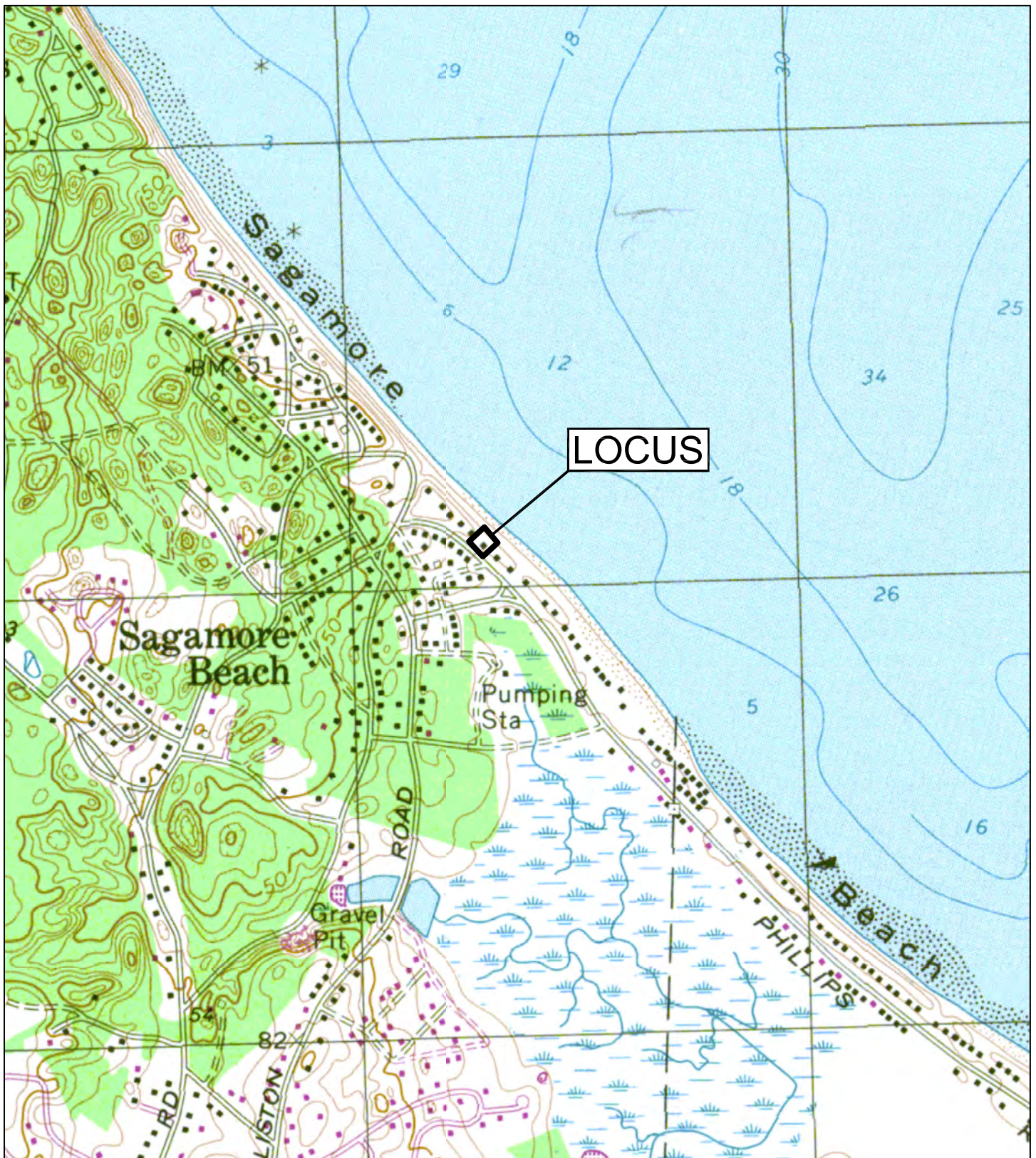


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/21/2022 at 2:30 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



## LOCUS MAP

39 PHILLIPS ROAD  
SAGAMORE BEACH, MA 02532

PREPARED BY:  
JC ENGINEERING, INC.  
2854 CRANBERRY HIGHWAY  
EAST WAREHAM, MA 02538  
(508) 273-0377

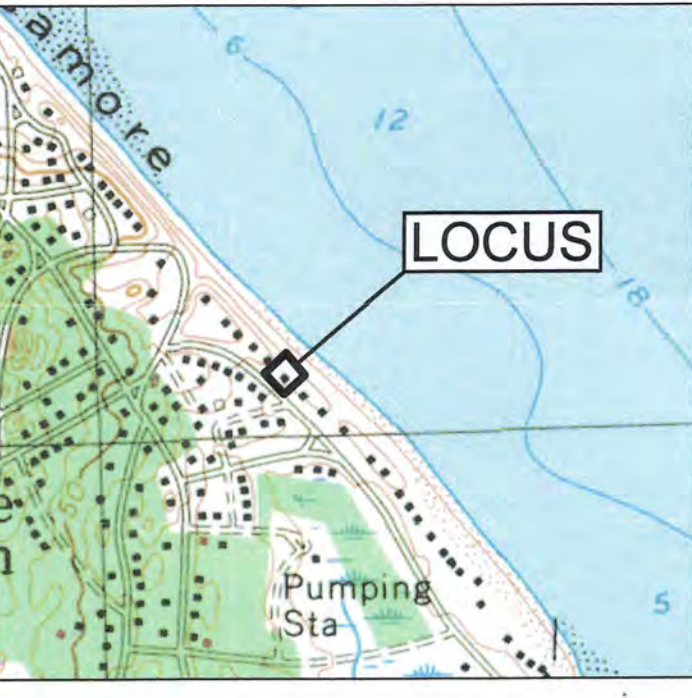
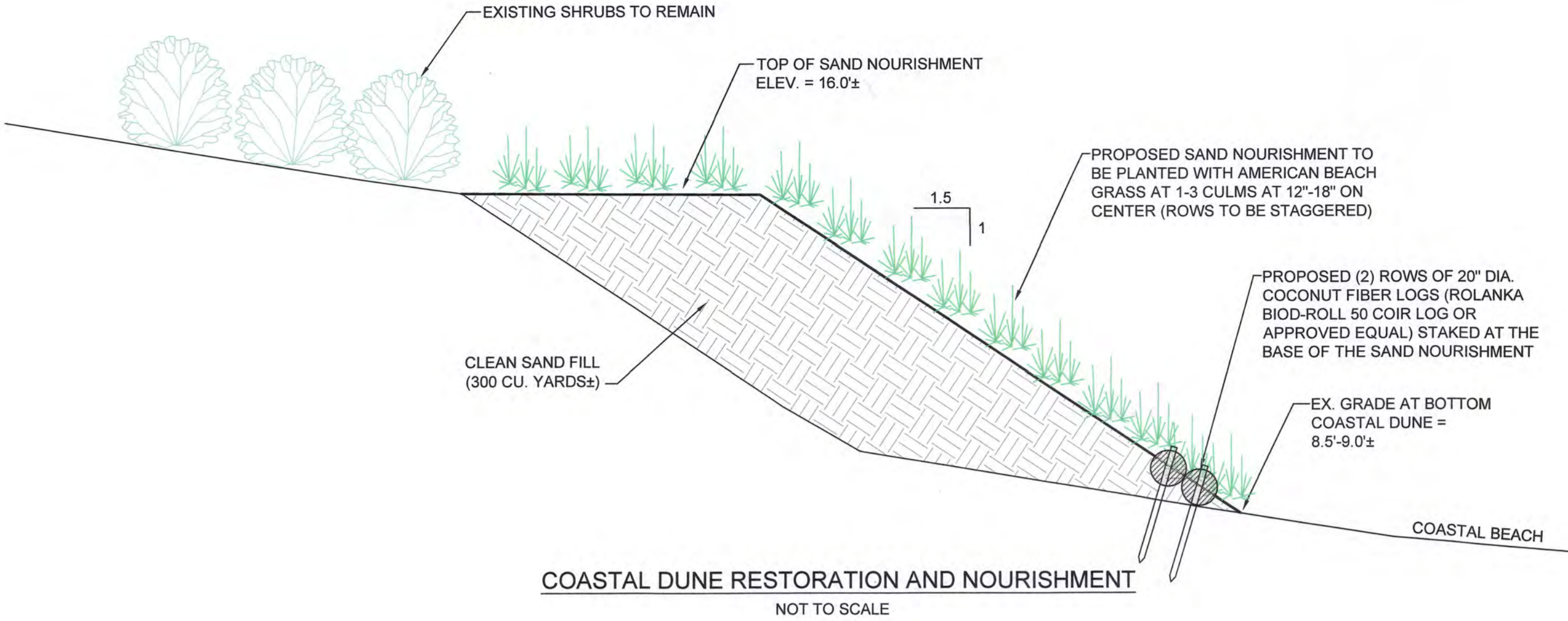
SCALE: 1" = 1000'

CONSTRUCTION NOTES:

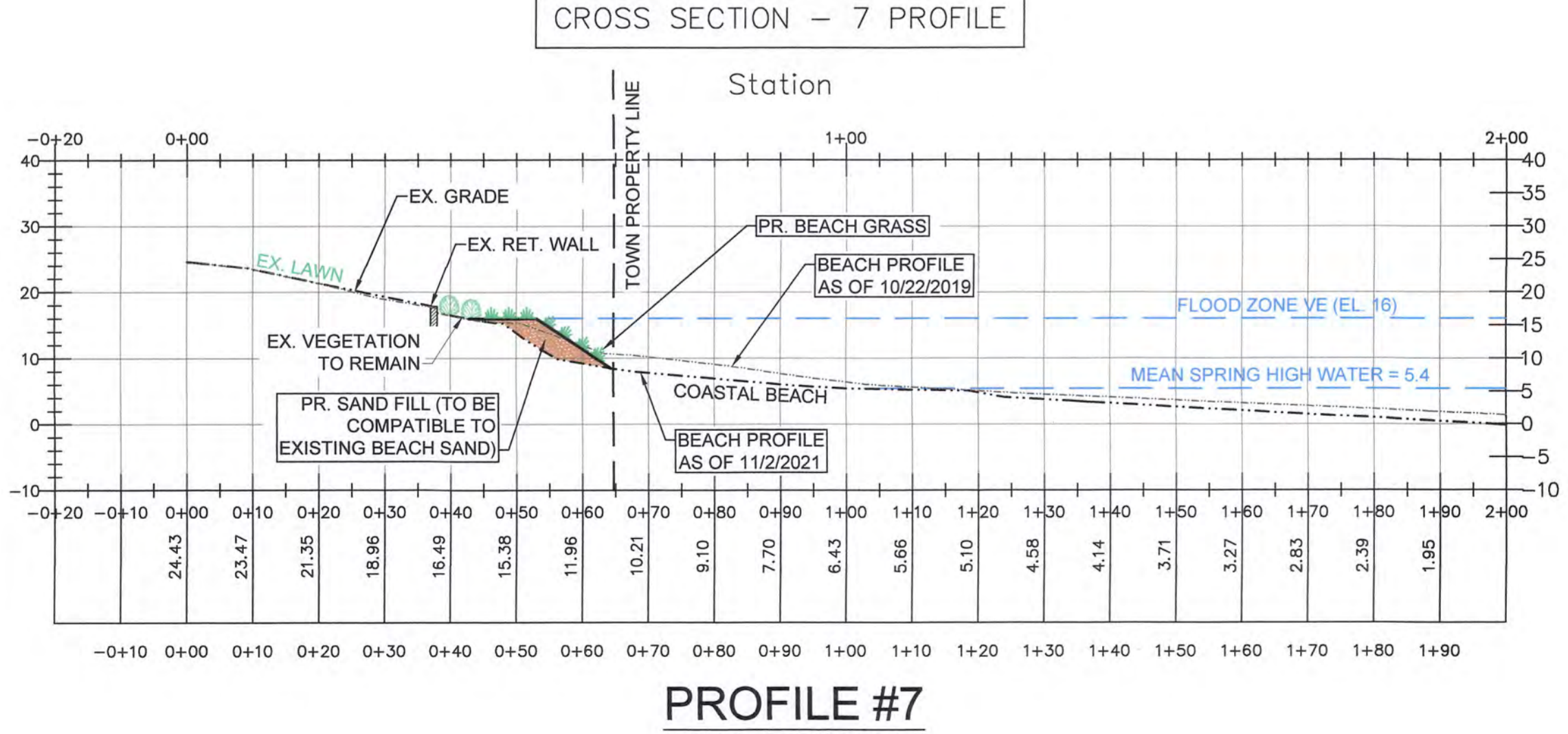
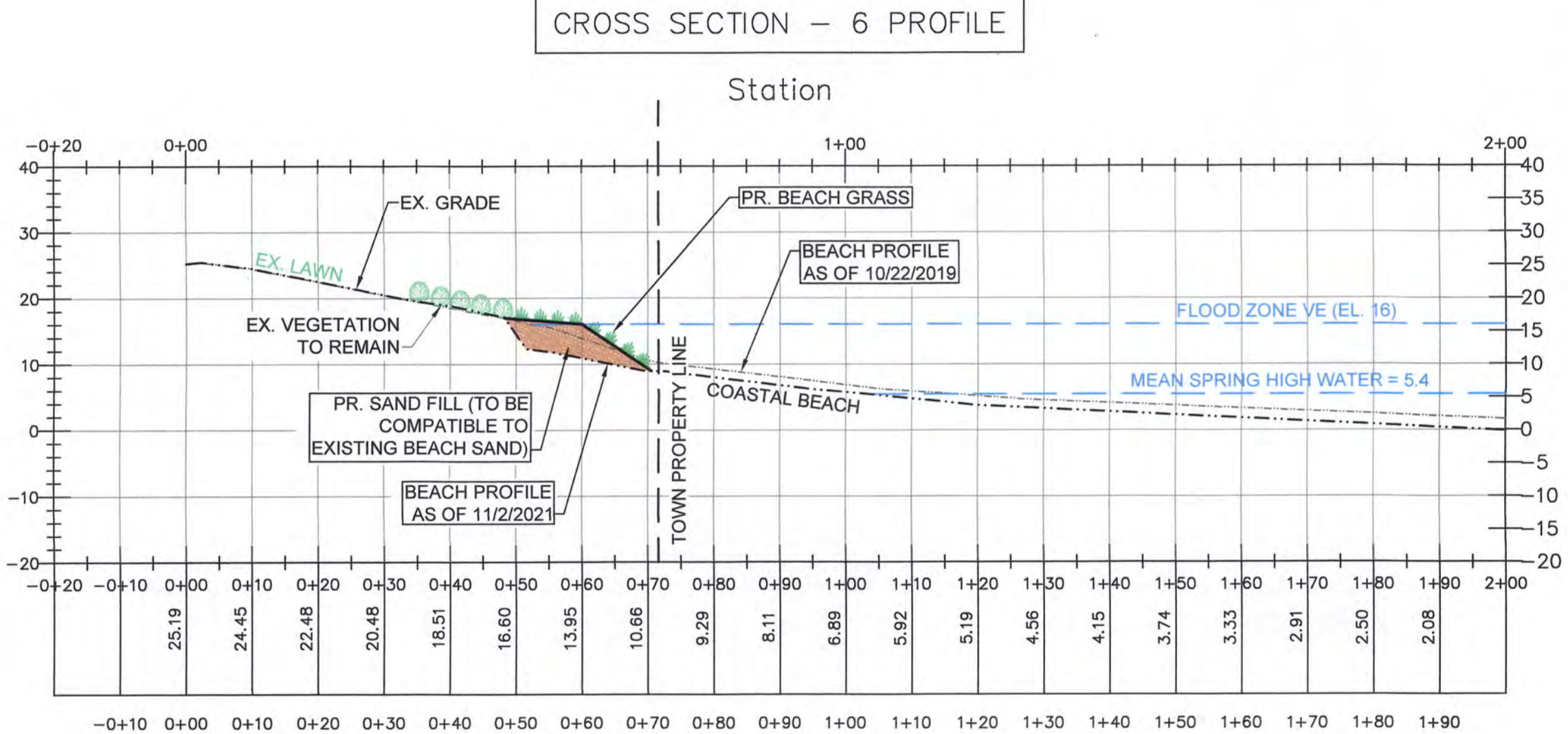
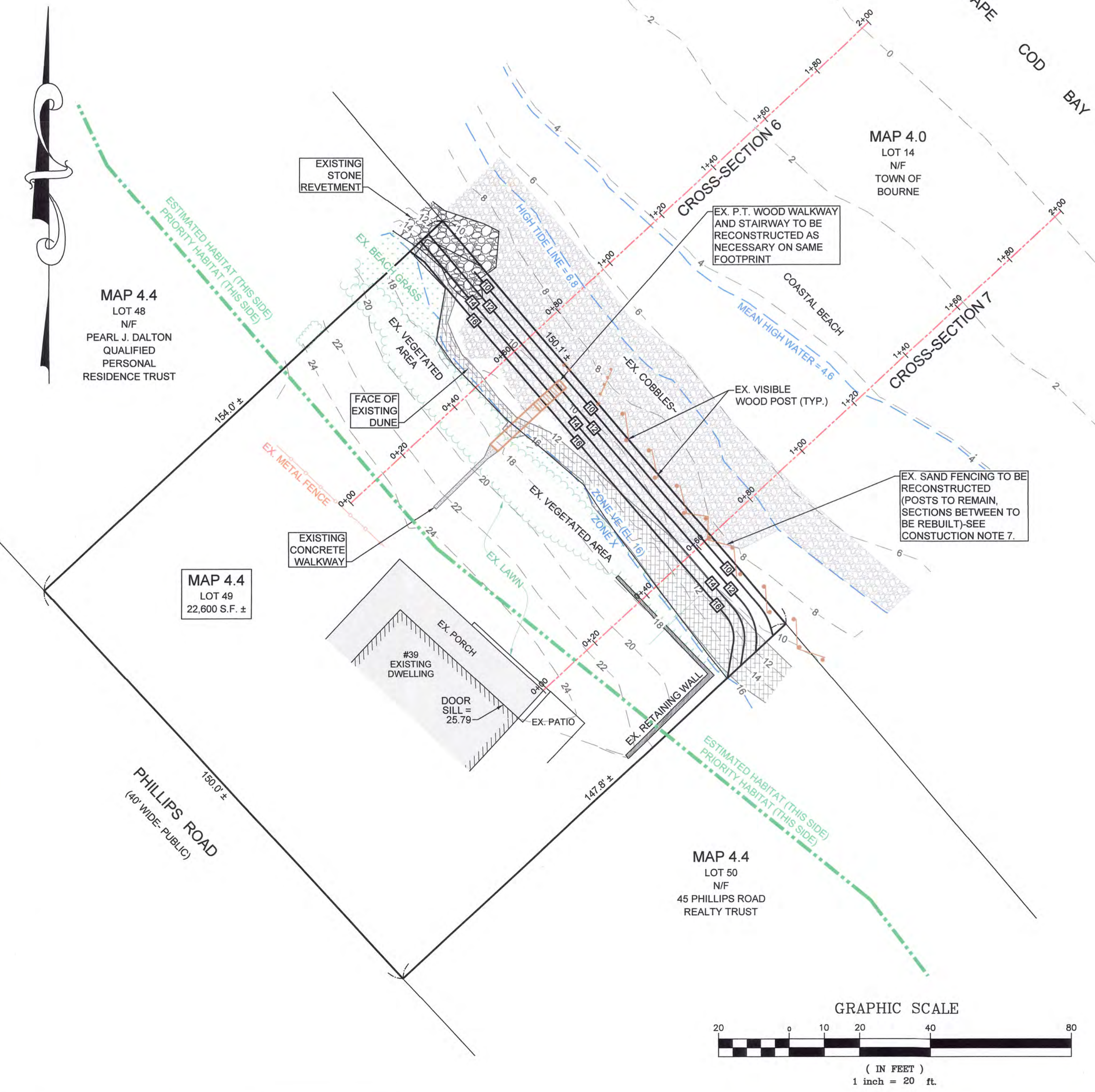
1. OWNER/APPLICANT IS RESPONSIBLE FOR OBTAINING PERMISSION TO CROSS OVER PRIVATE AND/OR PUBLIC PROPERTY WITH EQUIPMENT & MATERIALS, INCLUDING ACCESS ALONG THE EXISTING RAMP.
2. PRIOR TO ANY CONSTRUCTION ACTIVITIES, STRAWBALES (IF NECESSARY) SHALL BE PLACED IN THE LOCATIONS AS DIRECTED BY THE CONSERVATION COMMISSION. STRAWBALES ARE TO REMAIN IN PLACE UNTIL DISTURBED AREAS ARE STABILIZED.
3. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION THROUGH DIG-SAFE AT LEAST 72 HOURS PRIOR TO COMMENCING WORK ON SITE AT 1-888-DIG-SAFE AND ANY OTHER APPLICABLE AGENCIES. REPORT ANY DISCREPANCIES TO THE DESIGN ENGINEER.
4. CONTRACTOR SHALL NOTIFY DESIGN ENGINEER OF ANY DISCREPANCIES FOUND IN SITE CONDITIONS FROM THOSE SHOWN PRIOR TO COMMENCEMENT OF WORK.
5. VEHICULAR ACCESS TO THE PROPERTY SHALL BE FROM THE RAMP AT THE STANDISH ROAD BEACH PARKING AREA (LOCATED APPROXIMATELY 580 FEET NORTHWEST OF THE LOCUS PROPERTY). UPON COMPLETION OF THE DUNE NOURISHMENT, THE CONTRACTOR SHALL RESTORE THE BEACH ACCESS FROM THE PROJECT LOCATION TO THE RAMP.
6. CONSTRUCTION SHALL BE IN CONFORMANCE WITH DETERMINATION LETTER TO BE ISSUED BY NHESP. NO WORK SHALL TAKE PLACE ON THE BEACH OR DUNE BETWEEN APRIL 1ST AND AUGUST 31ST OF ANY YEAR.
7. CONTRACTOR TO ENSURE THAT RECONSTRUCTED SAND FENCE MAINTAINS A 50:50 RATIO OF OPEN SPACE TO VERTICAL MEMBER WIDTH. PROPOSED FENCE MATERIAL TO MATCH EXISTING FENCING MATERIAL (2x3 VERTICAL AND 2x4 HORIZONTAL MEMBERS).

VEGETATIVE MAINTENANCE AND RESTORATION PLAN:

1. THE ACTIVE EROSION ALONG THE COASTAL DUNE TO BE FILLED WITH CLEAN SAND. SAND USED FOR THE NOURISHMENT SHALL BE SIMILAR TO THE GRAIN SIZE ANALYSIS OF THE NATIVE BEACH SAND. CONTRACTOR TO SUBMIT GRAIN SIZE ANALYSIS OF SAND TO BE USED FOR COBBLE BERM TO THE ENGINEER AND CONSERVATION AGENT PRIOR TO PLACEMENT.
2. UPON COMPLETION OF FILLING AND GRADING ALONG THE DUNE, THE SAND NOURISHMENT SHALL BE STABILIZED WITH COIR LOGS, AND VARIOUS GRASSES AND SHRUBS.
3. THE PROPOSED NOURISHMENT TO BE CONSTRUCTED AS SHOWN ON THE DETAIL PROVIDED ON THIS SHEET.
4. SUITABLE GRASSES AND SHRUBBERY TO BE PLANTED ALONG THE FACE AND TOP OF DUNE WITHIN THE ACTIVE EROSION AREAS SHALL INCLUDE, BUT IS NOT LIMITED TO, BEARBERRY, NORTHERN BAYBERRY, BEACH PLUM, COMMON JUNIPER, SWITCHGRASS, AND AMERICAN BEACH GRASS. SHRUBBERY TO BE PLANTED AT 5 FEET O.C. IN STAGGERED ROWS. BEACH GRASSES SHALL BE PLANTED WITH 2-3 CULMS PER HOLE, SPACED 12"-18" APART. CONTRACTOR TO CONTACT TOWN OF BOURNE CONSERVATION DEPARTMENT IF OTHER VARIETIES OF SHRUBS ARE TO BE USED.



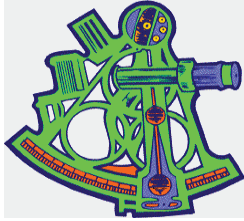
- NOTES:
1. LOCUS IS SHOWN AS LOT 49 ON BOURNE ASSESSOR'S MAP 4.4
  2. OWNER OF RECORD:  
39 PHILLIPS ROAD, LLC  
1413 WHIPPORWILL WAY  
MOUNTAINSIDE, NJ 07092  
DEED BOOK 32418, PAGE 182
  3. PLAN REFERENCE:  
PLAN BOOK 15, PAGE 87
  4. THIS PLAN DEPICTS THE EXISTING CONDITIONS BASED UPON AN INSTRUMENT SURVEY PERFORMED ON NOVEMBER 2, 2021.
  5. CONTOURS BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
  6. THIS PROPERTY WAS PREVIOUSLY ISSUED AN ORDER OF CONDITIONS ON JULY 29, 2013 FOR COASTAL DUNE RESTORATION UNDER DEP FILE NO. SE7-1856. A CERTIFICATE OF COMPLIANCE WAS ISSUED ON NOVEMBER 7, 2019 TO CLOSE OUT THE PREVIOUS PROJECT.
  7. CROSS-SECTIONS DEPICTED HEREON REPRESENT THE APPROXIMATE LOCATION OF CROSS-SECTIONS DEPICTED ON A PLAN ENTITLED "SITE PLANS FOR 39 PHILLIPS ROAD CONSTRUCTION PROJECT, DATED JULY 9, 2013, PREPARED BY ATLANTIC DESIGN ENGINEERS, INC AND PERMITTED UNDER DEP FILE NO. SE7-1856.
  8. ELEVATIONS OF MEAN HIGH WATER AND MEAN SPRING HIGH WATER OBTAINED FROM ABOVE MENTIONED PLAN PREPARED BY ATLANTIC DESIGN ENGINEERS, INC.
  9. FLOOD ZONE DATA OBTAINED FROM FLOOD INSURANCE RATE MAP 25001C0317J, DATED JULY 16, 2014
  10. THIS PROPERTY IS LOCATED WITHIN NHESP PRIORITY AND ESTIMATED HABITATS AS DEPICTED ON THE 15TH ED. NATURAL HERITAGE ATLAS, EFFECTIVE 8/1/2021.



PROPOSED COASTAL  
DUNE RESTORATION  
AT  
39 PHILLIPS ROAD  
BOURNE, MA

PREPARED FOR:  
39 PHILLIPS ROAD, LLC

PREPARED BY:  
JC ENGINEERING, INC.  
2854 CRANBERRY HIGHWAY  
EAST WAREHAM, MA 02538



# JC ENGINEERING, Inc.

## Civil & Environmental Engineering

2854 Cranberry Highway  
East Wareham, Massachusetts 02538  
Ph. 508-273-0377 – Fax 508-273-0367

February 28, 2022

Re: Notice of Intent at 39 Phillips Road, Sagamore (Bourne), MA  
Beach Access Narrative

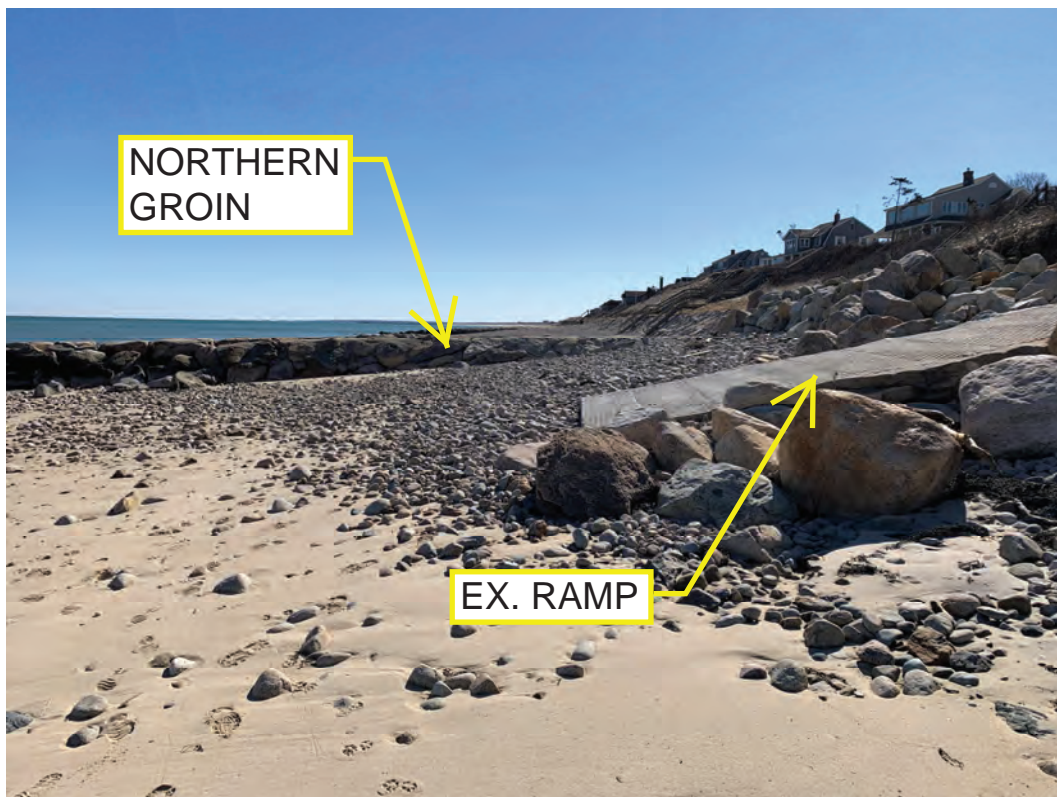
### Access

Access to construct the dune restoration will be from an existing ramp located at the Standish Road Beach Parking Area. This ramp is situated about 580 feet northwest of the locus property. Construction equipment will traverse from the ramp and continue over the sand and cobble beach to gain access to the locus property. This access route will be over land owned by the Town of Bourne, so the appropriate approvals from the Selectman will be obtained before the access ramp and beach are used for construction equipment. All equipment will be removed during any anticipated storm events.

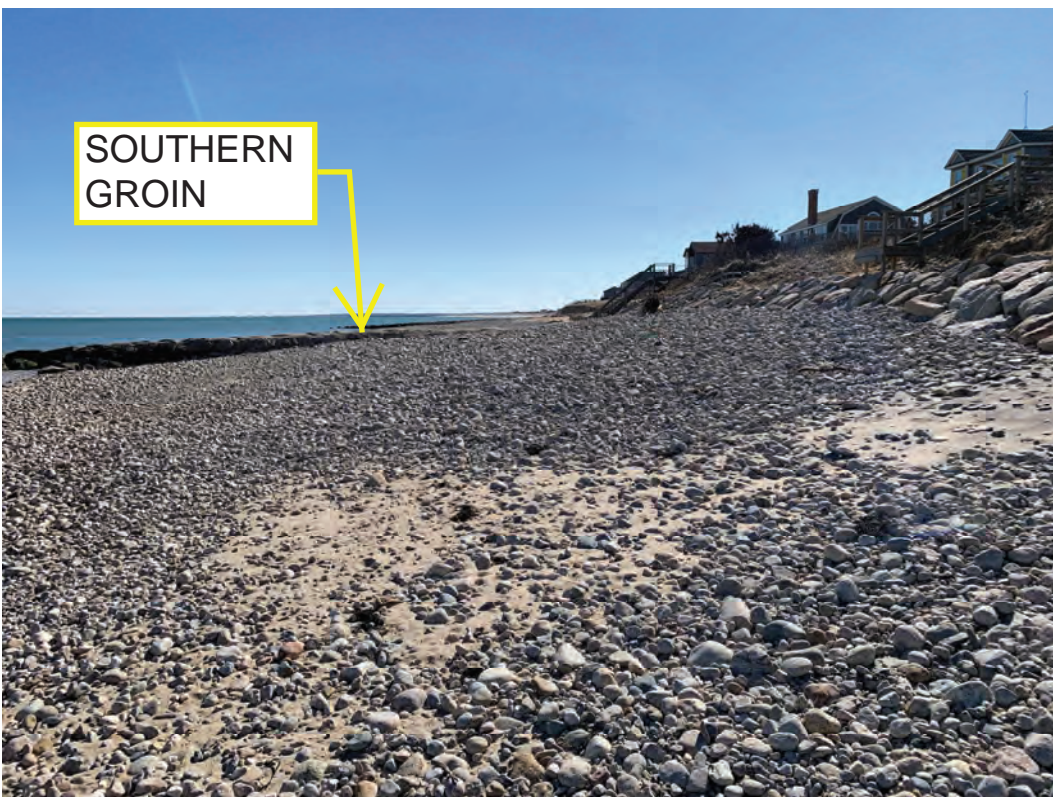
The anticipated construction equipment needed to transport and construct the dune nourishment will include a rubber tired rock truck and an excavator. The rock truck will transport the sand while the excavator will place and shape the dune nourishment to the elevations shown on the Proposed Site Plan. Both of these construction vehicles are suited to drive over the cobble beach, as they both have either wide tires or tracks that can easily travel over the approximately 10" diameter and smaller cobbles.

The access route will required travel over two stone groins. The location of the ramp and groins in relationship to #39 Phillips Road can be seen on the attached Aerial Map. The level of the cobble beach on the north side of both groins are approximately level with the top of the groins closest to the adjacent stone revetments. The level of the beach on the south side of the groins varies between 2 and 4 feet below the top of the groin, therefore imported sand compatible with the existing beach sand will be dumped in these locations to provide for a smooth transition over the groins. Matting will also be placed over the top of the groins to ensure the groins are not damaged. The attached soil analysis shows the gradation of the existing beach sediments that will be used by the contractor to prepare sand for the dune nourishment. The access between the ramp and the revetment is to be restored upon completion of the construction. As the material needed to be placed in the area of the groins will be compatible with the existing beach sediments, the sand fill can remain and will eventually supply sediment to the beach.

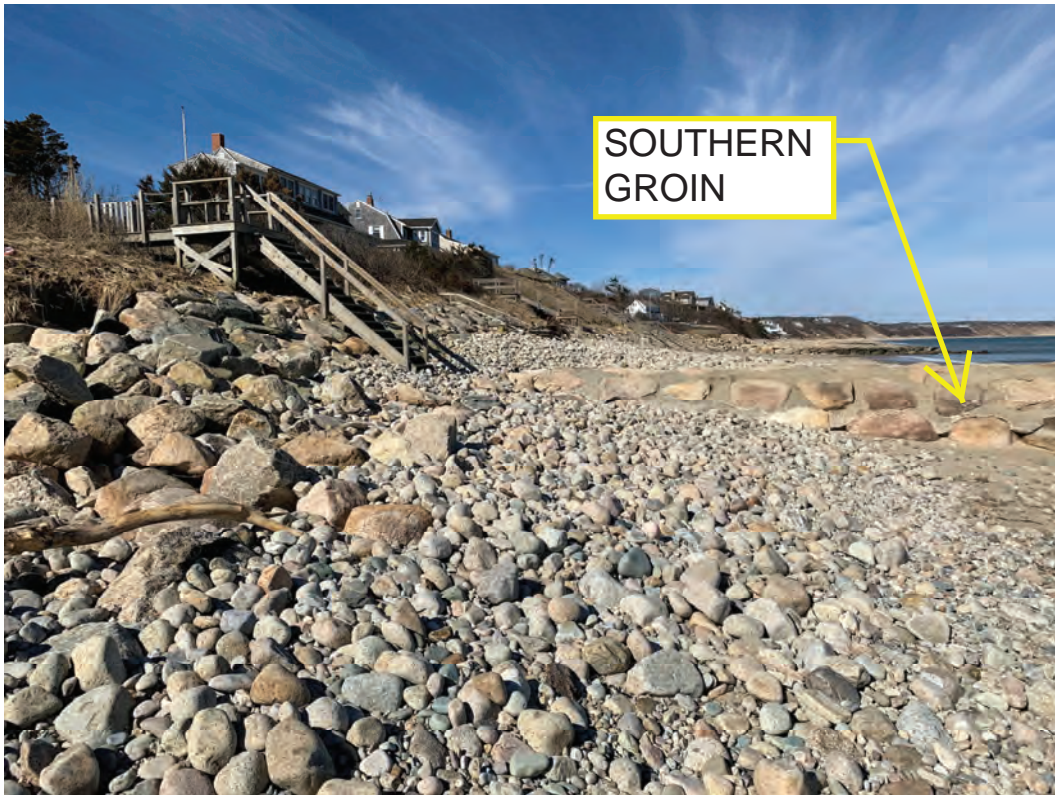
The following pictures show the condition of the beach access as of February 19, 2022.







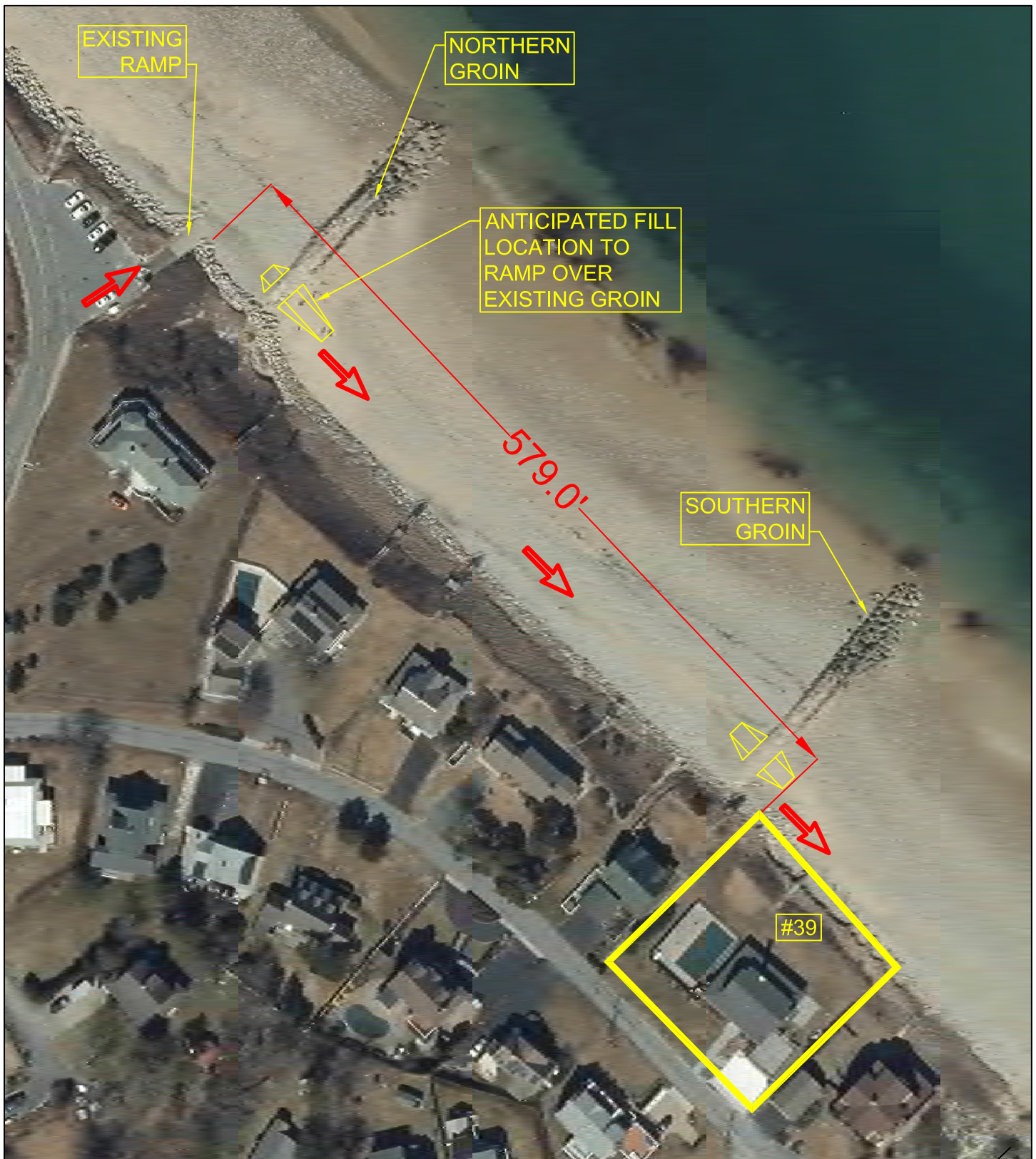




Southern Groin – facing north – fill required on southern side



Northern Groin – facing north – fill required on southern side



## AERIAL MAP

39 PHILLIPS ROAD  
SAGAMORE BEACH, MA

SOURCE: 2021 MASSGIS AERIAL

SCALE: 1" = 100'

PREPARED BY:

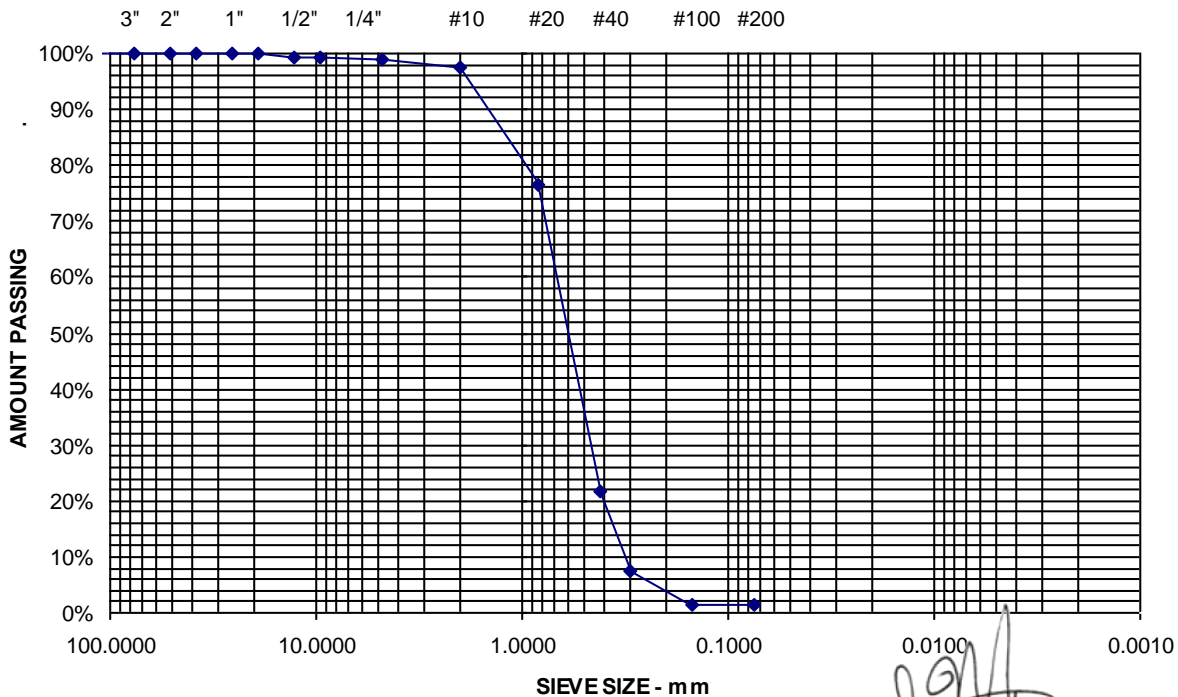
JC ENGINEERING, INC.  
2854 CRANBERRY HIGHWAY  
EAST WAREHAM, MA 02538  
(508) 273-0377

DATE: 2/28/22

Project Name EAST WAREHAM MA - 2022 LABORATORY TESTING SERVICES  
 Client J.C. ENGINEERING, INC.  
 Material Type SAND  
 Material Source 39 PHILLIPS RD, BOURNE

Project Number 22-0192  
 Lab ID 4785T  
 Date Received 2/21/2022  
 Date Completed 2/23/2022  
 Tested By RYAN HANSEN-BROWN

<u>STANDARD</u> <u>DESIGNATION (mm/μm)</u>	<u>SIEVE SIZE</u>	<u>AMOUNT PASSING (%)</u>	<u>SPECIFICATIONS (%)</u>
150 mm	6"	100	
100 mm	4"	100	
75 mm	3"	100	
50 mm	2"	100	
38.1 mm	1-1/2"	100	
25.0 mm	1"	100	
19.0 mm	3/4"	100	
12.5 mm	1/2"	99	
9.5 mm	3/8"	99	
4.75 mm	No. 4	99	
2.00 mm	No. 10	97	
850 μm	No. 20	77	
425 μm	No. 40	22	
300 μm	No. 50	8	
150 μm	No. 100	1	
75 μm	No. 200	1.3	



Comments

Derek Mello



MASSWILDLIFE

## DIVISION OF FISHERIES & WILDLIFE

1 Rabbit Hill Road, Westborough, MA 01581

p: (508) 389-6300 | f: (508) 389-7890

**MASS.GOV/MASSWILDLIFE**

February 18, 2022

Bourne Conservation Commission  
Town Hall  
24 Perry Ave  
Bourne MA 02532

39 Phillips Road, LLC  
1413 Whipporwill Way  
Mountainside NJ 07092

RE:      Applicant:                      39 Phillips Road, LLC  
         Project Location:                39 Phillips Road  
         Project Description:            Restore Coastal Dune: Dune Nourishment, Planting, and Repair Existing  
   Sand Fence and Reconstruct Beach Stair  
         DEP Wetlands File No.:        007-2189  
         **NHESP File No.:**                **13-32395**

Dear Commissioners & Applicant:

The Natural Heritage & Endangered Species Program of the Massachusetts Division of Fisheries & Wildlife (the "Division") received a Notice of Intent with site plans (dated January 26, 2022) in compliance with the rare wildlife species section of the Massachusetts Wetlands Protection Act Regulations (310 CMR 10.37). The Division also received the MESA Review Checklist and supporting documentation for review pursuant to the MA Endangered Species Act Regulations (321 CMR 10.18).

Based on the Massachusetts Natural Heritage Atlas, 15<sup>th</sup> Edition, portions of this property are delineated as *Priority Habitat* and *Estimated Habitat* for state-listed species. The proposed project will occur within the **actual** habitat of the Piping Plover (*Charadrius melodus*) and Least Tern (*Sternula antillarum*), species state-listed as Threatened and Special Concern, respectively. These species and their habitats are protected in accordance with the rare species provisions of the WPA and the MESA. The Piping Plover is federally protected as "Threatened" pursuant to the U.S. Endangered Species Act (ESA, 50 CFR 17.11). Fact sheets for state-listed species can be found at [www.mass.gov/nhesp](http://www.mass.gov/nhesp). In Massachusetts, generally, these coastal birds can be found from April – September. Piping Plovers and Least Terns are ground-nesting shorebirds that will establish nests on sparsely vegetated, sandy areas of coastal beaches and dunes. Their nests are comprised of shallow depressions in the sand that may be lined with shell fragments or pebbles. Piping Plovers, terns and their nests are particularly vulnerable to predators, unleashed pets, and inadvertent human disturbance. After hatching, Piping Plover and Least Tern chicks are not capable of flight for up to 30 days.

The purpose of the Division's review of the proposed project under the WPA regulations is to determine whether the project will have any adverse effects on the Resource Areas Habitats of state-listed species.

**MASSWILDLIFE**

The purpose of the Division's review under the MESA regulations is to determine whether a Take of state-listed species will result from the proposed project.

**WETLANDS PROTECTION ACT (WPA) & MASSACHUSETTS ENDANGERED SPECIES ACT (MESA)**

Based on the information provided and the information contained in our database, it is the opinion of the Division that this project, as currently proposed, **must be conditioned in order to avoid adverse effects** to the Resource Area Habitats of state-listed wildlife species (310 CMR 10.37, 10.58(4)(b), 10.59) and **must be conditioned in order to avoid a prohibited Take** of state-listed species (321 CMR 10.18(2)(a)). To avoid adverse effects to the Resource Area Habitats of state-listed species and to avoid a prohibited Take the following conditions must be implemented:

1. **Time of Year Restriction:** Dune nourishment, repair of the existing sand fence, installation of plants and beach access stairs shall not occur during the shorebird breeding period **April 1 – August 31.**
2. **State-listed Species Protection.** The property owner has the responsibility of protecting breeding Piping Plovers and state-listed species of terns that may be on this section of beach. Therefore, the property owner must allow regular monitoring for the presence of Piping Plovers and terns by a qualified shorebird monitor, as determined by the Division, during the period April 1 – August 31 and shall allow any nests, scrapes, or unfledged chicks to be protected with symbolic fencing (warning signs and twine fencing).
3. **Authorization Duration.** This authorization is valid for 5 years from the date of issuance. Work may be completed at any time during this 5-year period in compliance with the conditions herein. Thereafter, the applicant shall re-file under the MESA.
4. **Notice.** Upon filing for renewal, extension, or amendment of the Orders of Conditions, the applicant shall contact the Division for written response regarding impacts to Resource Area habitat of state-listed wildlife.

Provided these conditions are included in any approving Orders of Conditions issued by the Conservation Commission, and the applicant complies with all the above noted conditions, the project **will not result in an adverse impact to the resource area habitats of state-listed wildlife species pursuant to the WPA and will not result in a prohibited Take pursuant to the MESA.** A copy of the final Order of Conditions shall be sent to the NHESP simultaneously with the applicant as stated in the Procedures section of the WPA (310 CMR 10.05(6)(e)).

This determination is a final decision of the Division of Fisheries and Wildlife pursuant to 321 CMR 10.18. Any changes to the proposed project or any additional work beyond that shown on the site plans may require an additional filing with the Division pursuant to the MESA. This project may be subject to further review if no physical work is commenced within five years from the date of issuance of this determination, or if there is a change to the project.

Please note that this determination addresses only the matter of state-listed species and their habitats. If you have any questions regarding this determination please contact Amy Hoenig, Endangered Species Review Biologist, at [Amy.Hoenig@mass.gov](mailto:Amy.Hoenig@mass.gov) or (508) 389-6364.

Sincerely,

A handwritten signature in black ink, reading "Everose Schlüter". The signature is written in a cursive style with a large, stylized 'E' and a long, sweeping underline.

Everose Schlüter, Ph.D.  
Assistant Director

cc:     Bradly Bertolo, JC Engineering, Inc.  
          MA DEP Southeast Region

**Town of Bourne**  
**Proposed FY23 Budget Adjustments 3/15/2022**

SoftRight			TA Proposed	TA Proposed	Change			
Fund	Page #	Dept.	GL #	GL Description	2/1/2022	3/15/2022	Inc (Dec)	Explanation
GF	155-15	GG-MIS	01-999-100-155-5100-5111-999-99	Salaries - Dept Head	98,055.00	75,071.00	\$ (22,984.00)	Adjust IT Salaries (Director to Manager)
GF	155-15	GG-MIS	01-999-100-155-5100-5112-999-99	Salaries - Supervisor/ADM	61,699.00	49,384.00	(12,315.00)	Adjust IT Salaries (Manager to Technician)
GF	171-21	GG-Cons	01-999-100-171-5400-5420-999-99	Other Supp - Protective Clo	350.00	750.00	400.00	Adjust protective clothing allowance - new staff, no inventory
GF	210-30	PS-Police	01-999-200-210-5100-5115-999-99	Salaries - Police Officers	2,729,664.00	2,654,664.00	(75,000.00)	UCT SRO
GF	301-50	EDU	01-999-300-301-5200-5320-999-99	UCT - Tuition	3,374,672.00	3,262,825.00	(111,847.00)	Per Prelim Conversation with RF on 3/7
GF	510-61	HS-BOH	01-999-500-510-5100-5112-99-99	Salaries - Supervisor/ADM	138,981.00	139,583.00	602.00	Adjust Assistant Health Agent wages - clerical error
GF	510-61	HS-BOH	01-999-500-510-5100-5113-999-99	Salaries - Clerical	48,847.00	42,734.00	(6,113.00)	Adjust hours from 40 to 35
GF	197-27	GG-Facilities	01-999-100-197-5400-5481-999-99	Veh. Supp. - Diesel	6,000.00	7,200.00	1,200.00	Fuel Adjustment
GF	210-31	PS-Police	01-999-200-210-5400-5480-999-99	Veh. Supp. - Gas	95,000.00	114,000.00	19,000.00	Fuel Adjustment
GF	220-35	PS-Fire	01-999-200-220-5400-5480-999-99	Veh. Supp. - Gas	21,000.00	25,200.00	4,200.00	Fuel Adjustment
GF	220-35	PS-Fire	01-999-200-220-5400-5481-999-99	Veh. Supp. - Diesel	42,000.00	50,400.00	8,400.00	Fuel Adjustment
GF	291-40	PS-EP	01-999-200-291-5400-5480-999-99	Veh. Supp. - Gas	500.00	600.00	100.00	Fuel Adjustment
GF	295-42	DNR	01-999-200-295-5400-5480-003-99	Veh. Supp. - Gas	8,000.00	9,600.00	1,600.00	Fuel Adjustment
GF	295-42	DNR	01-999-200-295-5400-5480-004-99	Veh. Supp. - Gas	7,000.00	8,400.00	1,400.00	Fuel Adjustment
GF	295-45	DNR	01-999-200-295-5400-5480-018-99	Veh. Supp. - Gas	2,500.00	3,000.00	500.00	Fuel Adjustment
GF	295-46	DNR	01-999-200-295-5400-5480-025-99	Veh. Supp. - Gas	220,000.00	264,000.00	44,000.00	Fuel Adjustment
GF	295-47	DNR	01-999-200-295-5400-5480-026-99	Veh. Supp. - Gas	80,000.00	96,000.00	16,000.00	Fuel Adjustment
GF	420-52	DPW	01-999-400-420-5400-5479-008-99	Veh. Supp. - Gas	7,300.00	8,760.00	1,460.00	Fuel Adjustment
GF	420-53	DPW-HWY	01-999-400-420-5400-5480-009-99	Veh. Supp. - Gas	5,000.00	6,000.00	1,000.00	Fuel Adjustment
GF	420-53	DPW-HWY	01-999-400-420-5400-5481-009-99	Veh. Supp. - Diesel	47,000.00	56,400.00	9,400.00	Fuel Adjustment
GF	420-54	DPW-Sanitation	01-999-400-420-5400-5481-010-99	Veh. Supp. - Diesel	57,000.00	68,400.00	11,400.00	Fuel Adjustment
GF	420-55	DPW-Admin	01-999-400-420-5400-5479-011-99	Muni Vehicle Pool	8,000.00	9,600.00	1,600.00	Fuel Adjustment
GF	420-58	DPW-Recycling	01-999-400-420-5400-5481-047-99	Veh. Supp. - Diesel	30,000.00	36,000.00	6,000.00	Fuel Adjustment
GF	510-61	HS-Health	01-999-500-510-5400-5480-999-99	Veh. Supp. - Gas	1,800.00	2,160.00	360.00	Fuel Adjustment
GF	540-64	HS-COA	01-999-500-540-5400-5480-999-99	Veh. Supp. - Gas	3,500.00	4,200.00	700.00	Fuel Adjustment
							-	
Subtotal GF Expense Adjustment							(98,937.00)	
							(15,000.00)	Ambulance Receipts Reserved for Appropriation
							(50,000.00)	Investment Income
							60,000.00	Marina - gasoline increase to be offset by receipts
							(75,000.00)	Misc. Recurring (UCT offset)
							(18,937.00)	MVE Local Receipts
Subtotal GF Revenue Adjustment							(98,937.00)	
Net Change							\$ -	
EF	442-2	SEF	60-999-400-442-5400-5481-999-99	Veh. Supp. - Gas	3,500.00	4,200.00	\$ 700.00	Fuel Adjustment
							-	
Subtotal SEF Expense Adjustment							700.00	
							700.00	Sewer Budget Enterprise Revenues
Subtotal SEF Revenue Adjustment							700.00	
Net Change							\$ -	
EF	439-11	ISWM	61-999-400-439-5400-5480-999-99	Veh. Supp. - Gas	8,500.00	10,200.00	\$ 1,700.00	Fuel Adjustment
EF	439-11	ISWM	61-999-400-439-5400-5481-999-99	Veh. Supp. - Diesel	160,000.00	192,000.00	32,000.00	Fuel Adjustment
Subtotal ISWM Expense Adjustment							33,700.00	
							33,700.00	
Subtotal ISWM Revenue Adjustment							33,700.00	
Net Change							\$ -	

<b>FISCAL 2023 SOURCES &amp; USES OF FUNDS</b>				
	<b>2.1.2022 Proposed Budget 2023</b>	<b>3.15.2022 Proposed Budget 2023</b>	<b>\$ Increase / Decrease over Prior Year</b>	<b>% Increase / Decrease over Prior Year</b>
<b>GENERAL FUND REVENUES</b>				
<b><u>Property Taxes</u></b>				
Prior Year Tax Levy Limit PY - Amended New Growth	\$ 52,038,832	\$ 52,038,832	\$ -	0.00%
2.5% Allowance	1,300,970	1,300,970	-	0.00%
New Growth	385,000	385,000	-	0.00%
Override	-	-	-	-
<b>Sub-total</b>	<b>53,724,802</b>	<b>53,724,802</b>	<b>-</b>	<b>0.00%</b>
Debt Exclusion	4,161,726	4,161,726	-	0.00%
Cape Cod Commission Tax	210,940	210,940	-	0.00%
Unused Levy Capacity	-	-	-	-
<b>Total Tax Levy</b>	<b>\$ 58,097,468</b>	<b>\$ 58,097,468</b>	<b>\$ -</b>	<b>0.00%</b>
<b><u>State Aid</u></b>				
Cherry Sheet Net Revenue	\$ 139,358	\$ 139,358	\$ -	0.00%
Cherry Sheet Assessments	5,181,035	5,181,035	-	0.00%
Chapter 70 Total	5,320,393	5,320,393	-	0.00%
Charter School Reimbursement	323,081	323,081	-	0.00%
School Choice Receiving Tuition*	559,642	559,642	-	0.00%
Unrestricted General Govt Aid	1,654,607	1,654,607	-	0.00%
Veterans Benefits	137,000	137,000	-	0.00%
Exemptions: Vets, Blind, Surv Sp	91,133	91,133	-	0.00%
State Owned Land	673,214	673,214	-	0.00%
Public Libraries*	32,335	32,335	-	0.00%
<b>Total State Aid</b>	<b>\$ 8,791,405</b>	<b>\$ 8,791,405</b>	<b>\$ -</b>	<b>0.00%</b>
<b><u>Local Receipts</u></b>				
Motor Vehicle Excise	\$ 2,742,070	\$ 2,723,133	\$ (18,937)	-0.69%
Other Excise - Meals Tax	400,000	400,000	-	0.00%
Other Excise - Room/Hotel	300,000	300,000	-	0.00%
Other Excise - Boat	55,000	55,000	-	0.00%
Penalties & Interest	175,000	175,000	-	0.00%
Payments in Lieu	20,000	20,000	-	0.00%
Marinas	1,200,000	1,260,000	60,000	5.00%
Other Dept Revenue	275,000	275,000	-	0.00%
Licenses & Permits	700,000	700,000	-	0.00%
Fines & Forfeits	130,000	130,000	-	0.00%
Investment Income	75,000	25,000	(50,000)	-66.67%
Miscellaneous-Recurring	705,000	630,000	(75,000)	-10.64%
Miscellaneous-Recurring Energy Credits	700,000	700,000	-	0.00%
Miscellaneous-Non Recurring	64,116	64,116	-	0.00%
<b>Total Local Receipts</b>	<b>\$ 7,541,186</b>	<b>\$ 7,457,249</b>	<b>\$ (83,937)</b>	<b>-1.11%</b>
<b><u>Other Sources</u></b>				
ISWM General Fund Support	\$ 2,390,996	\$ 2,390,996	\$ -	0.00%
Sewer General Fund Support	153,587	153,587	-	0.00%
<b>Total Other Sources</b>	<b>\$ 2,544,583</b>	<b>\$ 2,544,583</b>	<b>\$ -</b>	<b>0.00%</b>
<b><u>Special Revenues</u></b>				
Conservation Comm.	\$ 30,000	\$ 30,000	\$ -	0.00%
PL 874	150,000	150,000	-	0.00%
Ambulance Fees	1,315,000	1,300,000	(15,000)	-1.14%
CPA Fund Debt Service	454,753	454,753	-	0.00%
Title 5 Loan Repayments	19,470	19,470	-	0.00%
Waterways Fund for Operating Budget	140,000	140,000	-	0.00%
Special Education Reserve	-	-	-	-
<b>Total Special Revenue Funds</b>	<b>\$ 2,109,223</b>	<b>\$ 2,094,223</b>	<b>\$ (15,000)</b>	<b>-0.71%</b>
<b>Total General Fund Revenues</b>	<b>\$ 79,083,865</b>	<b>\$ 78,984,928</b>	<b>\$ (98,937)</b>	<b>-0.13%</b>
<b><u>Use of Reserves</u></b>				
Free Cash for Budget	\$ -	\$ -	\$ -	-
Capital Stabilization for Debt Service	631,500	631,500	0	0.00%
<b>Total Use of Reserves</b>	<b>\$ 631,500</b>	<b>\$ 631,500</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Grand Total Revenues</b>	<b>\$ 79,715,365</b>	<b>\$ 79,616,428</b>	<b>\$ (98,937)</b>	<b>-0.12%</b>

<b>FISCAL 2023 SOURCES &amp; USES OF FUNDS</b>				
	<b>2.1.2022 Proposed Budget 2023</b>	<b>3.15.2022 Proposed Budget 2023</b>	<b>\$ Increase / Decrease over Prior Year</b>	<b>% Increase / Decrease over Prior Year</b>
<b>GENERAL FUND EXPENSES</b>				
<b><u>Town Budget</u></b>				
General Government Services-Salaries	\$ 2,703,331	\$ 2,668,032	\$ (35,299)	-1.31%
-Expenses	1,529,170	1,530,770	1,600	0.10%
Public Safety Services-Salaries	10,219,377	10,144,377	(75,000)	-0.73%
-Expenses	1,741,985	1,837,185	95,200	5.47%
Public Works Services-Salaries	1,952,899	1,952,899	-	0.00%
-Expenses	842,125	872,985	30,860	3.66%
Health & Human Services-Salaries	689,761	684,250	(5,511)	-0.80%
-Expenses	296,945	298,005	1,060	0.36%
Culture & Recreation Services-Salaries	795,100	795,100	-	0.00%
-Expenses	222,369	222,369	-	0.00%
Total Town	\$ 20,993,062	\$ 21,005,972	\$ 12,910	0.06%
<b><u>Schools</u></b>				
Bourne School Department	\$ 24,937,915	\$ 24,937,915	\$ -	0.00%
Upper Cape Technical School	3,374,672	3,262,825	(111,847)	-3.31%
Total Schools	\$ 28,312,587	\$ 28,200,740	\$ (111,847)	-0.40%
<b><u>Shared Costs</u></b>				
Shared Costs-Public Utilities	\$ 1,566,607	\$ 1,566,607	\$ -	0.00%
Shared Costs	16,144,597	16,144,597	-	0.00%
Total Shared Costs	\$ 17,711,204	\$ 17,711,204	\$ -	0.00%
<b>Total Operating Budget</b>	<b>\$ 67,016,853</b>	<b>\$ 66,917,916</b>	<b>\$ (98,937)</b>	<b>-0.15%</b>
<b><u>Capital Budgets</u></b>				
Debt Service Budget Non Exempt	\$ 2,274,380	\$ 2,274,380	\$ -	0.00%
Debt Service Budget Exempt	4,201,120	4,201,120	-	0.00%
Total Debt Service	\$ 6,475,500	\$ 6,475,500	\$ -	0.00%
<b>Total General Fund Budget</b>	<b>\$ 73,492,353</b>	<b>\$ 73,393,416</b>	<b>\$ (98,937)</b>	<b>-0.13%</b>
<b><u>General Articles</u></b>				
Reserve Fund	350,000	350,000	-	0.00%
<b>Total General Articles</b>	<b>\$ 350,000</b>	<b>\$ 350,000</b>	<b>\$ -</b>	<b>0.00%</b>
<b><u>Off-Budget Expenditures</u></b>				
Cherry Sheet Assessments	\$ 5,181,035	\$ 5,181,035	\$ -	0.00%
Cherry Sheet Offsets*	591,977	591,977	-	0.00%
Overlay Reserve	100,000	100,000	-	0.00%
<b>Total Off Budget Expenses</b>	<b>\$ 5,873,012</b>	<b>\$ 5,873,012</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Grand Total Expenses</b>	<b>\$ 79,715,365</b>	<b>\$ 79,616,428</b>	<b>\$ (98,937)</b>	<b>-0.12%</b>
<b>GENERAL CAPITAL</b>				
<b><u>Capital Financing Sources</u></b>				
Article Closeouts	\$ 95,671	\$ 95,671	\$ -	
Capital Premium Reserve	-	-	-	
Transfer from Enterprise	-	-	-	
CPA Fund for Capital Projects	-	-	-	
Waterways Fund for Capital Projects	200,000	200,000	-	0.00%
Free Cash for Capital Projects	1,905,300	1,905,300	-	0.00%
ATM Borrowing	450,000	450,000	-	
STM/FTM Borrowing	-	-	-	
<b>Total Capital Financing Sources</b>	<b>\$ 2,650,971</b>	<b>\$ 2,650,971</b>	<b>\$ -</b>	<b>0.00%</b>
<b><u>Capital Expenditures</u></b>				
STM Articles Capital	\$ -	\$ -	\$ -	#DIV/0!
ATM Separate Capital Articles	-	-	-	
ATM Articles Capital	2,650,971	2,650,971	-	0.00%
<b>Total Capital Expenses</b>	<b>\$ 2,650,971</b>	<b>\$ 2,650,971</b>	<b>\$ -</b>	<b>0.00%</b>
	-	-		

FISCAL 2023 SOURCES & USES OF FUNDS				
	2.1.2022 Proposed Budget 2023	3.15.2022 Proposed Budget 2023	\$ Increase / Decrease over Prior Year	% Increase / Decrease over Prior Year
<b>SEWER REVENUES</b>				
<u>Revenues</u>				
Retained Earnings	\$ 50,000	\$ 50,000	\$ -	0.00%
Retained Earnings for Articles	-	-	-	100.00%
Sewer Enterprise Revenues	1,437,438	1,438,138	700	0.05%
<b>Total Revenues</b>	<b>\$ 1,487,438</b>	<b>\$ 1,488,138</b>	<b>\$ 700</b>	<b>0.05%</b>
<b>SEWER EXPENSES</b>				
<u>Expenditures</u>				
Salaries & Wages	\$ 189,441	\$ 189,441	\$ -	0.00%
Expenses	1,094,410	1,095,110	700	0.06%
General Fund Admin. Fees	153,587	153,587	-	0.00%
<b>Total Operating Budget</b>	<b>\$ 1,437,438</b>	<b>\$ 1,438,138</b>	<b>\$ 700</b>	<b>0.05%</b>
<u>Off Budget Expenditures</u>				
Reserve Fund	\$ 50,000	\$ 50,000	\$ -	0.00%
<b>Total Off Budget Expenditures</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Grand Total Expenses</b>	<b>\$ 1,487,438</b>	<b>\$ 1,488,138</b>	<b>\$ 700</b>	<b>0.05%</b>
<b>SEWER CAPITAL</b>				
<u>Capital Financing Sources</u>				
Retained Earnings	\$ -	\$ -	\$ -	
Available funds - ARPA	50,000	50,000	-	-
Bond Financing	-	-	-	-
<b>Total Capital Financing Sources</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>0.00%</b>
<u>Capital Expenditures</u>				
Project Costs	50,000	50,000	-	0.00%
<b>Total Capital Expenses</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>0.00%</b>
<b>ISWM REVENUES</b>				
<u>Operating Revenues</u>				
Retained Earnings	\$ -	\$ -	\$ -	
Facility Receipts	13,229,343	13,263,043	33,700	0.25%
<b>Total Revenues</b>	<b>\$ 13,229,343</b>	<b>\$ 13,263,043</b>	<b>\$ 33,700</b>	<b>0.25%</b>
<u>Use of Reserves</u>				
Post Closure Reserves	\$ -	\$ -	\$ -	
Retained Earnings for Articles	-	-	-	
<b>Total Use of Reserves</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Grand Total Revenues</b>	<b>\$ 13,229,343</b>	<b>\$ 13,263,043</b>	<b>\$ 33,700</b>	<b>0.25%</b>
<b>ISWM EXPENSES</b>				
<u>Operating Expenditures</u>				
Salaries & Wages	\$ 2,234,137	\$ 2,234,137	\$ -	0.00%
Expenses	7,104,210	7,137,910	33,700	0.47%
General Fund Admin. Fees	2,390,996	2,390,996	-	0.00%
Host Community Fee	900,000	900,000	-	0.00%
<b>Total Expenditures</b>	<b>\$ 12,629,343</b>	<b>\$ 12,663,043</b>	<b>\$ 33,700</b>	<b>0.27%</b>
<u>Off Budget Expenditures</u>				
Reserve Fund	\$ 600,000	\$ 600,000	\$ -	0.00%
<b>Total Off Budget Expenditures</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Grand Total Expenses</b>	<b>\$ 13,229,343</b>	<b>\$ 13,263,043</b>	<b>\$ 33,700</b>	<b>0.25%</b>
<b>ISWM CAPITAL</b>				
<u>Capital Financing Sources</u>				
Retained Earnings	\$ 1,808,130	\$ 1,808,130	\$ -	0.00%
Available funds	-	-	-	
Bond Financing	-	-	-	
<b>Total Capital Financing Sources</b>	<b>\$ 1,808,130</b>	<b>\$ 1,808,130</b>	<b>\$ -</b>	<b>0.00%</b>
<u>Capital Expenditures</u>				
Project Costs	\$ 1,808,130	\$ 1,808,130	\$ -	0.00%
<b>Total Capital Expenses</b>	<b>\$ 1,808,130</b>	<b>\$ 1,808,130</b>	<b>\$ -</b>	<b>0.00%</b>

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

155 - MGMT INFO SYSTEMS									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5100 - PERSONAL SERVICES									
5111	SALARIES - DEPT.HEADS	0.00	0.00	96,132.00	7,129.08	98,055.00	75,071.00	-21,061.00	-21.90%
5112	SALARIES - SUPERVISORS/ADM.SEC	0.00	0.00	87,195.00	18,244.52	88,939.00	49,384.00	-37,811.00	-43.36%
<b>Total</b>		0.00	0.00	183,327.00	25,373.60	186,994.00	124,455.00	-58,872.00	-32.11%
5200 - PURCHASE OF SERVICES									
5248	R&M - MACH.& EQUIP (BY OTHER)	0.00	0.00	1,000.00		1,000.00	1,000.00		0.00%
5297	INTERNET ACCESS	0.00	0.00	32,000.00	15,096.60	32,000.00	34,350.00	2,350.00	7.34%
5304	SERVICES - CONSULTANTS	0.00	0.00	15,000.00		15,000.00	15,000.00		0.00%
5305	SERVICES - DATA PROCESSING	0.00	0.00	140,000.00	109,051.81	140,000.00	146,000.00	6,000.00	4.28%
<b>Total</b>		0.00	0.00	188,000.00	124,148.41	188,000.00	196,350.00	8,350.00	4.44%
5400 - SUPPLIES									
5420	OFFICE SUPPLIES - GENERAL	0.00	0.00	500.00	123.42	5,000.00	1,000.00	500.00	100.00%
<b>Total</b>		0.00	0.00	500.00	123.42	5,000.00	1,000.00	500.00	100.00%
5800 - CAPITAL OUTLAY									
5870	REPLACEMENT EQUIPMENT	0.00	0.00	50,000.00	6,569.46	50,000.00	65,000.00	15,000.00	30.00%
5871	NEW EQUIPMENT	0.00	0.00	15,000.00	3,465.25	15,000.00		-15,000.00	-100.00%
<b>Total</b>		0.00	0.00	65,000.00	10,034.71	65,000.00	65,000.00		0.00%
<b>MGMT INFO SYSTEMS Total</b>		0.00	0.00	436,827.00	159,680.14	444,994.00	386,805.00	-50,022.00	-11.45%

Town of Bourne  
Departmental Staffing  
FY2023

Department 

IT Department
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Original Request

Employee Name	Positions	CBA	Grade/Step	Hourly Wage	Hours/Week	Weekly Pay	Pay Periods in FY23 (52.2)	Salary	
Vacant	IT Technology/MIS Direct	LIUNA Unit B	M8-2	46.96	40.00	\$ 1,878.40	52.20	\$ 98,052.48	01-999-100-155-5100-5111-999-99
Lou Spagnuolo	IT Manager	LIUNA Unit A	G6-S7	29.55	40.00	\$ 1,182.00	52.20	\$ 61,700.40	01-999-100-155-5100-5112-999-99

Total \$ 159,752.88  
This should agree  
to your personnel  
budget request

Revised 3/15/2022

Employee Name	Positions	CBA	Grade/Step	Hourly Wage	Hours/Week	Weekly Pay	Pay Periods in FY23 (52.2)	Salary	2.1.22	Difference	
Vacant	IT Manger	LIUNA Unit B	M5-3	41.09	35.00	\$ 1,438.15	52.20	\$ 75,071.43	\$ 98,055.00	\$ (22,983.57)	01-999-100-155-5100-5111-999-99
Vacant	Computer Network Tech	LIUNA Unit A	6-3	27.03	35.00	\$ 946.05	52.20	\$ 49,383.81	\$ 61,699.00	\$ (12,315.19)	01-999-100-155-5100-5112-999-99

Total \$ 124,455.24  
This should agree  
to your personnel  
budget request

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

171 - CONSERVATION COMMISSION									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5100 - PERSONAL SERVICES									
5111	SALARIES - DEPT.HEADS	75,436.00	75,436.83	78,677.00	30,472.32	85,790.00	71,801.00	-6,876.00	-8.73%
5112	SALARIES - SUPERVISORS/ADM.SEC	0.00	0.00	0.00		42,741.00	42,741.00	42,741.00	100.00%
5117	WAGES - HOURLY EMP.(PERM)	4,000.00	484.37	0.00					0.00%
<b>Total</b>		79,436.00	75,921.20	78,677.00	30,472.32	128,531.00	114,542.00	35,865.00	45.58%
5200 - PURCHASE OF SERVICES									
5342	COMMUNICATIONS - PRINTING	100.00	70.27	100.00		100.00	100.00		0.00%
5343	COMMUNICATIONS - ADVERTISING	100.00	89.26	100.00		100.00	100.00		0.00%
5355	MS4 STORM WATER	0.00	0.00	50,000.00	5,500.00			-50,000.00	-100.00%
<b>Total</b>		200.00	159.53	50,200.00	5,500.00	200.00	200.00	-50,000.00	-99.60%
5400 - SUPPLIES									
5420	OFFICE SUPPLIES - GENERAL	1,500.00	1,080.95	1,500.00	799.04	1,500.00	1,500.00		0.00%
5502	OTHER - CONSERVATION SUPPLIES	0.00	0.00	2,000.00	219.75	2,000.00	2,000.00		0.00%
5580	OTHER SUPP.- BOOKS	1,500.00	1,376.93	0.00					0.00%
5584	OTHER SUPP.- PROTECTIVE CLOTH.	350.00	286.96	350.00	134.90	350.00	750.00	400.00	114.28%
<b>Total</b>		3,350.00	2,744.84	3,850.00	1,153.69	3,850.00	4,250.00	400.00	10.38%
5700 - OTHER CHARGES AND EXPENDITURES									
5710	TRAVEL	250.00	229.73	500.00		500.00	500.00		0.00%
5730	DUES	700.00	440.09	700.00	293.00	700.00	700.00		0.00%
<b>Total</b>		950.00	669.82	1,200.00	293.00	1,200.00	1,200.00		0.00%
<b>CONSERVATION COMMISSION</b>		83,936.00	79,495.39	133,927.00	37,419.01	133,781.00	120,192.00	-13,735.00	-10.25%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

197 - FACILITIES MANAGEMENT									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5400 - SUPPLIES									
5481	VEH.SUPP.- DIESEL	0.00	0.00	6,000.00	994.21	6,000.00	7,200.00	1,200.00	20.00%
5484	VEH.SUPP.- PARTS	0.00	0.00	5,000.00	2,353.40	10,000.00	10,000.00	5,000.00	100.00%
5485	VEH.SUPP.- REG.INSPECTIONS	0.00	0.00	110.00		330.00	330.00	220.00	200.00%
5541	D.P. SUPPLES/EQUIP-P.C.	2,200.00	103.41	2,200.00		2,200.00	2,200.00		0.00%
5584	OTHER SUPP.- PROTECTIVE CLOTH.	2,500.00	2,500.00	2,500.00	439.90	3,850.00	3,850.00	1,350.00	54.00%
<b>Total</b>		51,700.00	51,080.98	62,710.00	30,295.26	69,280.00	88,180.00	25,470.00	40.61%
5700 - OTHER CHARGES AND EXPENDITURES									
5730	DUES	300.00	0.00	300.00		600.00	600.00	300.00	100.00%
5762	SOFTWARE ANNUAL ASSESSMENT	20,000.00	20,540.80	0.00					0.00%
<b>Total</b>		20,300.00	20,540.80	300.00		600.00	600.00	300.00	100.00%
<b>FACILITIES MANAGEMENT Total</b>		458,390.39	366,530.45	479,072.00	189,499.35	642,011.00	660,673.00	181,601.00	37.90%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

210 - POLICE DEPT									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5100 - PERSONAL SERVICES									
5111	SALARIES - DEPT.HEADS	167,145.00	178,875.29	150,000.00	55,173.60	163,200.00	163,200.00	13,200.00	8.80%
5112	SALARIES - SUPERVISORS/ADM.SEC	926,950.00	920,608.41	945,600.00	333,275.52	1,319,888.00	1,058,345.00	112,745.00	11.92%
5113	SALARIES - CLERICAL/SECRETARY	318,000.00	255,810.33	327,600.00	131,960.01	383,968.00	333,968.00	6,368.00	1.94%
5115	SALARIES - POLICE OFFICERS	2,472,500.00	2,173,258.12	2,527,000.00	758,146.76	2,729,664.00	2,654,664.00	127,664.00	5.05%
5116	SALARIES - LABORERS	39,000.00	38,951.64	40,700.00	14,316.12	42,369.00	42,369.00	1,669.00	4.10%
5118	SALARIES - SUMMER PATROLMEN	10,000.00	9,934.48	10,000.00	6,781.49	15,000.00	15,000.00	5,000.00	50.00%
5124	CLOTHING/CLEANING ALLOWANCE	29,950.00	29,575.00	29,950.00	26,514.00	42,000.00	42,000.00	12,050.00	40.23%
5129	SALARIES - ASSISTANT CHIEF	0.00	0.00	0.00		156,926.00			0.00%
5130	OVERTIME - WAGES	340,000.00	418,716.00	340,000.00	244,919.48	600,000.00	500,000.00	160,000.00	47.05%
5141	LONGEVITY	12,625.00	12,066.67	12,225.00		15,000.00	15,000.00	2,775.00	22.69%
5142	DIFFERENTIAL PAY	52,000.00	57,803.89	50,000.00	15,236.20	65,000.00	65,000.00	15,000.00	30.00%
5144	HOLIDAY PAY - DISPATCHERS	1,750.00	1,590.37	1,750.00	374.92	1,750.00	1,750.00		0.00%
<b>Total</b>		4,369,920.00	4,097,190.20	4,434,825.00	1,586,698.10	5,534,765.00	4,891,296.00	456,471.00	10.29%
5200 - PURCHASE OF SERVICES									
5210	ENERGY - NATURAL GAS	25,000.00	11,131.00	0.00					0.00%
5230	NON-ENERGY - WATER	2,500.00	2,803.80	5,400.00	2,843.03	6,000.00		-5,400.00	-100.00%
5235	NON-ENERGY - SEWER	2,500.00	1,865.89	2,500.00		2,500.00	2,500.00		0.00%
5240	R&M - BLDGS & GROUNDS	4,300.00	4,297.58	50,750.00	12,015.67	60,000.00	60,000.00	9,250.00	18.22%
5241	R&M - AUTOS	4,500.00	4,323.96	4,000.00	1,000.00	5,000.00	5,000.00	1,000.00	25.00%
5246	R&M - MACHINE REPAIR CONTRACT	5,000.00	5,000.00	4,200.00	2,213.30	10,000.00	10,000.00	5,800.00	138.09%
5248	R&M - MACH.& EQUIP (BY OTHER)	4,000.00	3,167.81	4,000.00	825.64			-4,000.00	-100.00%
5275	RENTALS - MISC.EQUIPMENT	0.00	0.00	1,000.00		1,200.00	1,200.00	200.00	20.00%
5301	SERVICES - MEDICAL	7,000.00	3,866.82	17,000.00	2,417.18	17,000.00	17,000.00		0.00%
5304	SERVICES - CONSULTANTS	50.00	0.00	50.00		2,000.00	2,000.00	1,950.00	3,900.00%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

210 - POLICE DEPT									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5200 - PURCHASE OF SERVICES									
5305	SERVICES - DATA PROCESSING	30,000.00	29,852.75	80,540.00	55,957.76	80,000.00	80,000.00	-540.00	-0.67%
5307	PROFESSIONAL DEVELOPMENT	19,000.00	19,000.00	40,000.00	23,820.58	50,000.00	50,000.00	10,000.00	25.00%
5313	SERVICES - INSECT CONTROL	500.00	650.20	700.00	348.00	700.00	700.00		0.00%
5321	SERVICES/ACCREDITATION	0.00	0.00	2,400.00	1,917.00	3,000.00	3,000.00	600.00	25.00%
5340	COMMUNICATIONS - TELEPHONE	25,000.00	24,991.31	27,520.00	5,595.10	30,000.00	30,000.00	2,480.00	9.01%
5341	COMMUNICATIONS - POSTAGE	600.00	880.19	1,500.00	233.38	1,500.00	1,500.00		0.00%
5342	COMMUNICATIONS - PRINTING	3,500.00	3,386.60	3,000.00	40.00	4,000.00	4,000.00	1,000.00	33.33%
5343	COMMUNICATIONS - ADVERTISING	400.00	0.00	400.00		1,000.00	1,000.00	600.00	150.00%
<b>Total</b>		133,850.00	115,217.91	244,960.00	109,226.64	273,900.00	267,900.00	22,940.00	9.36%
5400 - SUPPLIES									
5420	OFFICE SUPPLIES - GENERAL	7,000.00	7,000.00	8,000.00	1,247.55	10,000.00	10,000.00	2,000.00	25.00%
5421	OFFICE SUPPLIES - COPY MACHINE	2,200.00	2,173.92	1,800.00				-1,800.00	-100.00%
5435	BLDG.& EQUIP.SUPP.- OTHER	3,000.00	2,993.36	4,000.00	654.75	5,000.00	5,000.00	1,000.00	25.00%
5450	CUSTODIAL SUPP. - CLEANING	4,000.00	3,999.87	5,500.00	364.54	5,500.00	5,500.00		0.00%
5480	VEH.SUPP.- GASOLINE	93,000.00	52,188.03	89,500.00	15,914.15	95,000.00	114,000.00	24,500.00	27.37%
5483	VEH.SUPP.- TIRES,TUBES,BATT	10,000.00	9,990.74	10,000.00	58.12	10,000.00	10,000.00		0.00%
5485	VEH.SUPP.- REG,INSPECTIONS	770.00	735.00	875.00	140.00	875.00	875.00		0.00%
5539	PUB.WORKS SUPP.- TRAFFIC EQUIP	1,000.00	999.93	1,000.00		1,000.00	1,000.00		0.00%
5541	D.P. SUPPLES/EQUIP-P.C.	6,000.00	5,999.36	6,000.00	64.97	6,000.00	6,000.00		0.00%
5580	OTHER SUPP.- BOOKS	4,000.00	3,994.07	4,000.00	512.07	5,000.00	5,000.00	1,000.00	25.00%
5585	OTHER SUPP.- CLOTHING ALLOWANC	23,350.00	23,350.00	35,350.00	4,267.81	35,000.00	35,000.00	-350.00	-0.99%
5594	OTHER SUPP.- OPERATIONAL	18,000.00	18,000.00	18,000.00	705.20	30,000.00	30,000.00	12,000.00	66.66%
5595	OTHER SUPP.- MISC.	300.00	299.99	300.00				-300.00	-100.00%
<b>Total</b>		172,620.00	131,724.27	184,325.00	23,929.16	203,375.00	222,375.00	38,050.00	20.64%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

210 - POLICE DEPT									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5700 - OTHER CHARGES AND EXPENDITURES									
5710	TRAVEL	100.00	89.90	600.00	137.10	1,000.00	1,000.00	400.00	66.66%
5730	DUES	4,350.00	4,214.00	4,400.00	2,450.00	5,000.00	5,000.00	600.00	13.63%
Total		4,450.00	4,303.90	5,000.00	2,587.10	6,000.00	6,000.00	1,000.00	20.00%
POLICE DEPT Total		4,680,840.00	4,348,436.28	4,869,110.00	1,722,441.00	6,018,040.00	5,387,571.00	518,461.00	10.64%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

220 - FIRE DEPT								
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	% Change
5200 - PURCHASE OF SERVICES								
5307	PROFESSIONAL DEVELOPMENT	12,500.00	1,968.45	12,500.00	745.76	12,500.00	12,500.00	0.00%
5309	SERVICES - MEETINGS	750.00	203.54	750.00	134.74	750.00	750.00	0.00%
5326	COUNTY DISPATCHING - EXPENSES	255,000.00	227,206.09	255,000.00	273,682.09	285,000.00	285,000.00	11.76%
5340	COMMUNICATIONS - TELEPHONE	12,000.00	8,294.17	12,000.00	2,538.35	12,000.00	12,000.00	0.00%
5341	COMMUNICATIONS - POSTAGE	250.00	57.83	250.00	28.46	250.00	250.00	0.00%
5342	COMMUNICATIONS - PRINTING	1,500.00	315.75	1,500.00		1,500.00	1,500.00	0.00%
5343	COMMUNICATIONS - ADVERTISING	500.00	0.00	500.00		500.00	500.00	0.00%
<b>Total</b>		381,750.00	304,014.91	345,200.00	292,467.29	379,700.00	378,700.00	9.70%
5400 - SUPPLIES								
5420	OFFICE SUPPLIES - GENERAL	4,000.00	2,637.03	4,000.00	333.39	4,000.00	4,000.00	0.00%
5430	BLDG./EQUIP.SUPP.-OPERATIONAL	7,000.00	6,240.81	7,000.00	768.53	7,000.00	7,000.00	0.00%
5432	BLDG./EQUIP.SUPP.- TOOLS	750.00	1,806.27	750.00	40.00	750.00	750.00	0.00%
5450	CUSTODIAL SUPP. - CLEANING	3,750.00	2,801.01	3,750.00		3,750.00	3,750.00	0.00%
5480	VEH.SUPP.- GASOLINE	21,000.00	8,321.29	21,000.00	3,133.67	21,000.00	25,200.00	20.00%
5481	VEH.SUPP.- DIESEL	42,000.00	25,803.57	42,000.00	13,229.79	42,000.00	50,400.00	20.00%
5485	VEH.SUPP.- REG,INSPECTIONS	3,000.00	1,830.00	3,000.00	70.00	3,000.00	3,000.00	0.00%
5500	MEDICAL SUPP.- FIRST AID	120,000.00	125,914.30	123,600.00	49,253.38	129,780.00	129,780.00	5.00%
5579	INFECTIOUS DISEASE CONTROL	1,250.00	1,452.91	1,250.00	702.18	1,500.00	1,500.00	20.00%
5580	OTHER SUPP.- BOOKS	1,350.00	937.00	1,350.00	403.99	1,350.00	1,350.00	0.00%
5582	OTHER SUPP.- SUBSCRIPTIONS	3,750.00	1,355.12	3,750.00		3,750.00	3,750.00	0.00%
5584	OTHER SUPP.- PROTECTIVE CLOTH.	34,850.00	40,972.62	44,850.00	3,178.32	44,850.00	44,850.00	0.00%
5589	OTHER SUPP.- COMM.& VISUAL AID	25,000.00	7,554.30	25,000.00	178.22	25,000.00	25,000.00	0.00%
5591	DIVE TEAM	1,500.00	1,219.72	2,000.00	2,106.91	2,500.00	2,500.00	25.00%
5594	OTHER SUPP.- OPERATIONAL	7,500.00	3,113.75	7,500.00	555.80	7,500.00	7,500.00	0.00%
<b>Total</b>		276,700.00	231,959.70	290,800.00	73,954.18	297,730.00	310,330.00	6.71%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

220 - FIRE DEPT								
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	% Change
5700 - OTHER CHARGES AND EXPENDITURES								
5710	TRAVEL	11,000.00	5,897.00	11,000.00	1,073.20	11,000.00	11,000.00	0.00%
5730	DUES	2,500.00	1,230.00	2,500.00	1,638.00	2,500.00	2,500.00	0.00%
5745	MEDICAL INSURANCE DEDUCTIBLE	2,500.00	0.00	2,500.00		2,500.00	2,500.00	0.00%
5795	HAZARDOUS WASTE CONTRACT	5,000.00	399.60	5,000.00	399.60	5,000.00	5,000.00	0.00%
<b>Total</b>		21,000.00	7,526.60	21,000.00	3,110.80	21,000.00	21,000.00	0.00%
5800 - CAPITAL OUTLAY								
5870	REPLACEMENT EQUIPMENT	5,000.00	5,099.65	5,000.00		5,000.00	5,000.00	0.00%
5871	NEW EQUIPMENT	5,000.00	2,636.98	5,000.00	1,852.28	5,000.00	5,000.00	0.00%
<b>Total</b>		10,000.00	7,736.63	10,000.00	1,852.28	10,000.00	10,000.00	0.00%
<b>FIRE DEPT Total</b>		4,572,913.00	4,305,766.67	4,593,452.00	1,686,343.12	4,841,868.00	4,853,468.00	5.66%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

291 - EMERGENCY PREPAREDNESS									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5100 - PERSONAL SERVICES									
5111	SALARIES - DEPT.HEADS	18,880.00	18,880.00	19,258.00	6,787.77	19,645.00	19,645.00	387.00	2.00%
<b>Total</b>		18,880.00	18,880.00	19,258.00	6,787.77	19,645.00	19,645.00	387.00	2.00%
5200 - PURCHASE OF SERVICES									
5248	R&M - MACH.& EQUIP (BY OTHER)	2,000.00	816.00	2,500.00	99.00	2,500.00	2,500.00		0.00%
<b>Total</b>		2,000.00	816.00	2,500.00	99.00	2,500.00	2,500.00		0.00%
5400 - SUPPLIES									
5430	BLDG./EQUIP.SUPP.-OPERATIONAL	250.00	0.00	250.00		250.00	250.00		0.00%
5435	BLDG.& EQUIP.SUPP.- OTHER	10,000.00	8,919.75	10,000.00	9,206.03	10,000.00	10,000.00		0.00%
5480	VEH.SUPP.- GASOLINE	500.00	56.58	500.00	9.54	500.00	600.00	100.00	20.00%
5483	VEH.SUPP.- TIRES,TUBES,BATT	200.00	0.00	200.00		200.00	200.00		0.00%
5484	VEH.SUPP.- PARTS	100.00	0.00	100.00		100.00	100.00		0.00%
5485	VEH.SUPP.- REG,INSPECTIONS	40.00	0.00	40.00		40.00	40.00		0.00%
<b>Total</b>		11,090.00	8,976.33	11,090.00	9,215.57	11,090.00	11,190.00	100.00	0.90%
<b>EMERGENCY PREPAREDNESS Total</b>		31,970.00	28,672.33	32,848.00	16,102.34	33,235.00	33,335.00	487.00	1.48%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

295 - DEPT.NATURAL RESOURCES									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5400 - SUPPLIES									
5480	VEH.SUPP.- GASOLINE DNR-OTHER	8,000.00	4,071.00	8,000.00	1,639.67	8,000.00	9,600.00	1,600.00	20.00%
5483	VEH.SUPP.- TIRES,TUBES,BATT DNR-OTHER	0.00	-232.48	0.00					0.00%
5484	VEH.SUPP.- PARTS DNR-OTHER	200.00	194.26	200.00	5.59	250.00	250.00	50.00	25.00%
5485	VEH.SUPP.- REG,INSPECTIONS DNR-OTHER	140.00	105.00	140.00		140.00	140.00		0.00%
5536	PUB.WORKS SUPP.- SIGNS DNR-OTHER	0.00	10.10	0.00					0.00%
5583	OTHER SUPP.- UNIFORMS DNR-OTHER	400.00	130.00	400.00		400.00	400.00		0.00%
5584	OTHER SUPP.- PROTECTIVE CLOTH.	300.00	0.00	300.00		300.00	300.00		0.00%
5585	OTHER SUPP.- CLOTHING ALLOWANC	5,000.00	3,760.95	4,000.00	1,404.51	4,000.00	4,000.00		0.00%
<b>Total</b>		16,490.00	11,141.55	15,490.00	4,571.83	16,240.00	17,840.00	2,350.00	15.17%
<b>Program Total</b>		477,182.00	439,393.39	495,247.00	171,559.38	509,250.00	510,850.00	15,603.00	3.15%
DNR-HARBOR MASTER									
5100 - PERSONAL SERVICES									
5120	WAGES - HOURLY EMP.(TEMP) DNR-HARBOR	52,080.00	32,678.51	52,080.00	30,048.95	52,080.00	42,080.00	-10,000.00	-19.20%
<b>Total</b>		52,080.00	32,678.51	52,080.00	30,048.95	52,080.00	42,080.00	-10,000.00	-19.20%
5200 - PURCHASE OF SERVICES									
5247	R&M.- MACH & EQUIP.(BY TOWN)	750.00	31.31	750.00	395.98	750.00	750.00		0.00%
5248	R&M - MACH.& EQUIP (BY OTHER)	13,500.00	18,930.21	15,000.00	5,242.37	17,000.00	17,000.00	2,000.00	13.33%
5249	R&M - FLOATS, DOCKS, RAMPS DNR-HARBOR	13,500.00	8,027.29	7,500.00	525.00	7,500.00	7,500.00		0.00%
5342	COMMUNICATIONS - PRINTING DNR-HARBOR	1,400.00	823.86	1,400.00	1,016.24	1,200.00	1,200.00	-200.00	-14.28%
<b>Total</b>		29,150.00	27,812.67	24,650.00	7,179.59	26,450.00	26,450.00	1,800.00	7.30%
5400 - SUPPLIES									
5249	R&M - FLOATS, DOCKS, RAMPS DNR-HARBOR	2,500.00	64.75	2,500.00	153.72	2,000.00	2,000.00	-500.00	-20.00%
5431	BLDG./EQUIP.SUPP.- PAINT DNR-HARBOR	450.00	495.20	450.00	107.99	500.00	500.00	50.00	11.11%
5480	VEH.SUPP.- GASOLINE DNR-HARBOR MASTER	7,000.00	7,063.96	7,000.00	10,984.27	7,000.00	8,400.00	1,400.00	20.00%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

295 - DEPT.NATURAL RESOURCES									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5200 - PURCHASE OF SERVICES									
5248	R&M - MACH.& EQUIP (BY OTHER) PUMP OUT	5,000.00	7,311.73	5,000.00	5,471.25	7,500.00	7,500.00	2,500.00	50.00%
5318	SERVICES-WASTE REMOVAL & DISPO PUMP	6,000.00	3,098.76	7,000.00	5,120.42	7,000.00	7,000.00		0.00%
<b>Total</b>		13,200.00	10,338.35	14,200.00	10,591.67	17,000.00	17,000.00	2,800.00	19.71%
5400 - SUPPLIES									
5450	CUSTODIAL SUPP. - CLEANING PUMP OUT	250.00	180.28	250.00	10.48	250.00	250.00		0.00%
5480	VEH.SUPP.- GASOLINE PUMP OUT BOAT	2,500.00	1,392.69	3,000.00	4,355.31	2,500.00	3,000.00		0.00%
5482	VEH.SUPP.- OIL & LUBE PUMP OUT BOAT	500.00	115.99	500.00		500.00	500.00		0.00%
5484	VEH.SUPP.- PARTS PUMP OUT BOAT	500.00	116.21	500.00	229.50	500.00	500.00		0.00%
5583	OTHER SUPP.- UNIFORMS PUMP OUT BOAT	500.00	178.30	500.00	191.09	500.00	500.00		0.00%
5588	OTHER SUPP.- 2-WAY DEVICES PUMP OUT	250.00	0.00	250.00		250.00	250.00		0.00%
5595	OTHER SUPP.- MISC. PUMP OUT BOAT	400.00	0.00	400.00	38.49	400.00	400.00		0.00%
<b>Total</b>		4,900.00	1,983.47	5,400.00	4,824.87	4,900.00	5,400.00		0.00%
<b>Program Total</b>		41,584.00	26,432.06	43,160.00	35,721.17	45,460.00	45,960.00	2,800.00	6.48%
POCASSET RIVER MARINA									
5200 - PURCHASE OF SERVICES									
5230	NON-ENERGY - WATER POCASSET RIVER	225.00	132.91	225.00	196.35	225.00		-225.00	-100.00%
5240	R&M - BLDGS & GROUNDS POCASSET RIVER	650.00	246.68	650.00		650.00	650.00		0.00%
5249	R&M - FLOATS, DOCKS, RAMPS POCASSET	500.00	336.39	500.00		500.00	500.00		0.00%
5275	RENTALS - MISC.EQUIPMENT POCASSET	1,000.00	699.69	1,900.00	833.08	1,900.00	1,900.00		0.00%
<b>Total</b>		2,375.00	1,415.67	3,275.00	1,029.43	3,275.00	3,050.00	-225.00	-6.87%
<b>Program Total</b>		2,375.00	1,415.67	3,275.00	1,029.43	3,275.00	3,050.00	-225.00	-6.87%
TAYLOR'S POINT MARINA									
5100 - PERSONAL SERVICES									
5116	SALARIES - LABORERS TAYLOR'S POINT	78,008.00	77,621.34	69,834.00	25,903.68	72,840.00	72,840.00	3,006.00	4.30%
5120	WAGES - HOURLY EMP.(TEMP) TAYLOR'S	97,486.00	81,101.79	97,010.00	55,986.18	97,010.00	85,000.00	-12,010.00	-12.38%
<b>Total</b>		175,494.00	158,723.13	166,844.00	81,889.86	169,850.00	157,840.00	-9,004.00	-5.39%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

295 - DEPT.NATURAL RESOURCES									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5200 - PURCHASE OF SERVICES									
5210	ENERGY - NATURAL GAS TAYLOR'S POINT	1,200.00	1,007.65	0.00	6.62				0.00%
5230	NON-ENERGY - WATER TAYLOR'S POINT	3,200.00	1,934.50	3,400.00	1,261.25	3,400.00		-3,400.00	-100.00%
5235	NON-ENERGY - SEWER TAYLOR'S POINT	5,500.00	5,048.00	6,000.00	1,183.00	6,000.00	6,000.00		0.00%
5240	R&M - BLDGS & GROUNDS TAYLOR'S POINT	7,000.00	2,978.63	7,000.00	2,808.74	7,000.00	7,000.00		0.00%
5247	R&M.- MACH & EQUIP.(BY TOWN) TAYLOR'S	4,500.00	2,062.60	4,500.00	3,309.83	4,500.00	4,500.00		0.00%
5249	R&M - FLOATS, DOCKS, RAMPS TAYLOR'S	6,800.00	3,454.43	6,800.00	3,682.37	6,800.00	6,800.00		0.00%
5294	OTHER - CONTRACTED SERVICES TAYLOR'S	6,000.00	5,533.67	6,000.00	4,729.21	6,000.00	6,000.00		0.00%
5306	SERVICES - BANKING TAYLOR'S POINT	5,500.00	5,286.45	5,500.00	5,606.23	6,000.00	6,000.00	500.00	9.09%
5340	COMMUNICATIONS - TELEPHONE TAYLOR'S	2,300.00	2,662.77	2,300.00	1,218.79	2,750.00	2,750.00	450.00	19.56%
5342	COMMUNICATIONS - PRINTING TAYLOR'S	500.00	789.75	500.00		500.00	500.00		0.00%
Total		42,500.00	30,758.45	42,000.00	23,806.04	42,950.00	39,550.00	-2,450.00	-5.83%
5400 - SUPPLIES									
5450	CUSTODIAL SUPP. - CLEANING TAYLOR'S	1,400.00	1,321.57	1,400.00	821.78	1,400.00	1,400.00		0.00%
5480	VEH.SUPP.- GASOLINE TAYLOR'S POINT	227,000.00	192,603.94	220,000.00	165,540.99	220,000.00	264,000.00	44,000.00	20.00%
5583	OTHER SUPP.- UNIFORMS TAYLOR'S POINT	1,000.00	315.60	1,000.00	49.50	1,000.00	1,000.00		0.00%
5594	OTHER SUPP.- OPERATIONAL TAYLOR'S	5,600.00	4,710.82	5,600.00	1,818.20	5,600.00	5,600.00		0.00%
5595	OTHER SUPP.- MISC. TAYLOR'S POINT	2,000.00	1,507.87	2,000.00	227.50	2,000.00	2,000.00		0.00%
Total		237,000.00	200,459.80	230,000.00	168,457.97	230,000.00	274,000.00	44,000.00	19.13%
Program Total		454,994.00	389,941.38	438,844.00	274,153.87	442,800.00	471,390.00	32,546.00	7.41%
MONUMENT BEACH MARINA									
5100 - PERSONAL SERVICES									
5120	WAGES - HOURLY EMP.(TEMP) MONUMENT	28,922.00	29,485.34	28,922.00	15,925.90	29,500.00	29,500.00	578.00	1.99%
Total		28,922.00	29,485.34	28,922.00	15,925.90	29,500.00	29,500.00	578.00	1.99%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

295 - DEPT.NATURAL RESOURCES									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5200 - PURCHASE OF SERVICES									
5213	ENERGY - OTHER FUELS MONUMENT BEACH	400.00	348.68	400.00	110.00	400.00	400.00		0.00%
5230	NON-ENERGY - WATER MONUMENT BEACH	300.00	253.66	300.00	300.86	300.00		-300.00	-100.00%
5240	R&M - BLDGS & GROUNDS MONUMENT	6,000.00	1,530.62	6,000.00	126.50	6,000.00	6,000.00		0.00%
5247	R&M.- MACH & EQUIP.(BY TOWN)	1,400.00	891.56	1,400.00	2,800.50	1,400.00	1,400.00		0.00%
5249	R&M - FLOATS, DOCKS, RAMPS MONUMENT	32,800.00	23,602.84	25,000.00	19,864.30	7,000.00	7,000.00	-18,000.00	-72.00%
5294	OTHER - CONTRACTED SERVICES	14,000.00	15,301.86	16,000.00	6,964.43	16,000.00	16,000.00		0.00%
5340	COMMUNICATIONS - TELEPHONE	800.00	869.66	800.00	417.12	1,000.00	1,000.00	200.00	25.00%
<b>Total</b>		55,700.00	42,798.88	49,900.00	30,583.71	32,100.00	31,800.00	-18,100.00	-36.27%
5400 - SUPPLIES									
5420	OFFICE SUPPLIES - GENERAL MONUMENT	300.00	0.00	300.00		300.00	300.00		0.00%
5430	BLDG./EQUIP.SUPP.-OPERATIONAL	500.00	239.25	500.00		500.00	500.00		0.00%
5431	BLDG./EQUIP.SUPP.- PAINT MONUMENT	500.00	341.78	500.00		500.00	500.00		0.00%
5450	CUSTODIAL SUPP. - CLEANING MONUMENT	700.00	700.00	700.00		700.00	700.00		0.00%
5480	VEH.SUPP.- GASOLINE MONUMENT BEACH	77,000.00	68,964.95	80,000.00	72,335.89	80,000.00	96,000.00	16,000.00	20.00%
5583	OTHER SUPP.- UNIFORMS MONUMENT BEACH	350.00	499.00	350.00		350.00	350.00		0.00%
5594	OTHER SUPP.- OPERATIONAL MONUMENT	1,500.00	1,132.15	1,500.00	761.63	1,500.00	1,500.00		0.00%
5595	OTHER SUPP.- MISC. MONUMENT BEACH	575.00	582.00	575.00		575.00	575.00		0.00%
<b>Total</b>		81,425.00	72,459.13	84,425.00	73,097.52	84,425.00	100,425.00	16,000.00	18.95%
<b>Program Total</b>		166,047.00	144,743.35	163,247.00	119,607.13	146,025.00	161,725.00	-1,522.00	-0.93%
<b>DEPT.NATURAL RESOURCES Total</b>		1,310,675.00	1,131,489.53	1,309,676.00	680,087.24	1,316,994.00	1,354,559.00	44,883.00	3.42%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

301 - VOCATIONAL SCHOOL									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5200 - PURCHASE OF SERVICES									
5320	TUITION - REGIONAL DISTRICT	3,337,063.00	3,337,063.00	3,274,672.00	1,637,336.00	3,374,672.00	3,262,825.00	-11,847.00	-0.36%
Total		3,337,063.00	3,337,063.00	3,274,672.00	1,637,336.00	3,374,672.00	3,262,825.00	-11,847.00	-0.36%
VOCATIONAL SCHOOL Total		3,337,063.00	3,337,063.00	3,274,672.00	1,637,336.00	3,374,672.00	3,262,825.00	-11,847.00	-0.36%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

420 - D.P.W.									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5400 - SUPPLIES									
5480	VEH.SUPP.- GASOLINE DPW ADMINISTRATION	7,300.00	3,137.00	7,300.00	1,157.95	7,300.00	8,760.00	1,460.00	20.00%
5483	VEH.SUPP.- TIRES,TUBES,BATT DPW	500.00	0.00	500.00		1,000.00	1,000.00	500.00	100.00%
5484	VEH.SUPP.- PARTS DPW ADMINISTRATION	1,500.00	539.28	1,500.00	49.09	1,500.00	1,500.00		0.00%
5485	VEH.SUPP.- REG,INSPECTIONS DPW	135.00	180.00	135.00		180.00	180.00	45.00	33.33%
5500	MEDICAL SUPP.- FIRST AID DPW	800.00	521.27	800.00	188.48	800.00	800.00		0.00%
5541	D.P. SUPPLES/EQUIP-P.C. DPW	1,300.00	1,227.80	1,300.00		1,300.00	1,300.00		0.00%
5584	OTHER SUPP.- PROTECTIVE CLOTH. DPW	2,000.00	1,377.76	2,000.00	1,019.96	2,000.00	2,000.00		0.00%
5585	OTHER SUPP.- CLOTHING ALLOWANC DPW	750.00	748.73	750.00	45.95	750.00	750.00		0.00%
<b>Total</b>		18,135.00	10,813.54	18,135.00	3,183.10	18,980.00	20,440.00	2,305.00	12.71%
5700 - OTHER CHARGES AND EXPENDITURES									
5730	DUES DPW ADMINISTRATION	100.00	90.00	100.00		100.00	100.00		0.00%
5781	LICENSE REIMBURSEMENT DPW	400.00	0.00	400.00		400.00	400.00		0.00%
<b>Total</b>		500.00	90.00	500.00		500.00	500.00		0.00%
<b>Program Total</b>		370,081.00	340,397.10	389,412.00	136,438.18	398,280.00	399,740.00	10,328.00	2.65%
DPW HIGHWAY									
5100 - PERSONAL SERVICES									
5116	SALARIES - LABORERS DPW HIGHWAY	281,261.00	281,536.82	291,506.00	102,481.47	303,597.00	303,597.00	12,091.00	4.14%
5119	OUT OF GRADE PAY DPW HIGHWAY	0.00	797.72	1,000.00		1,000.00	1,000.00		0.00%
5135	OVERTIME - LABORERS DPW HIGHWAY	12,000.00	7,656.57	11,000.00	9,389.06	12,000.00	12,000.00	1,000.00	9.09%
5141	LONGEVITY DPW HIGHWAY	1,425.00	1,925.00	1,925.00		2,575.00	2,575.00	650.00	33.76%
5190	INCENTIVE PAY DPW HIGHWAY	700.00	0.00	700.00	38.64	700.00	700.00		0.00%
<b>Total</b>		295,386.00	291,916.11	306,131.00	111,909.17	319,872.00	319,872.00	13,741.00	4.48%
5200 - PURCHASE OF SERVICES									
5274	RENTALS - UNIFORMS DPW HIGHWAY	2,550.00	2,703.65	2,550.00	945.90	2,800.00	2,800.00	250.00	9.80%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

420 - D.P.W.									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5200 - PURCHASE OF SERVICES									
5294	OTHER - CONTRACTED SERVICES DPW	55,000.00	22,285.53	50,000.00	25,958.04	55,000.00	40,000.00	-10,000.00	-20.00%
5300	OTHER-CONT. SERV. DRAINAGE DPW	50,000.00	33,500.00	0.00					0.00%
<b>Total</b>		107,550.00	58,489.18	52,550.00	26,903.94	57,800.00	42,800.00	-9,750.00	-18.55%
5400 - SUPPLIES									
5430	BLDG./EQUIP.SUPP.-OPERATIONAL DPW	1,450.00	1,138.71	1,450.00	174.33	5,950.00	5,950.00	4,500.00	310.34%
5431	BLDG./EQUIP.SUPP.- PAINT DPW HIGHWAY	2,500.00	2,569.29	2,500.00		3,000.00	3,000.00	500.00	20.00%
5432	BLDG./EQUIP.SUPP.- TOOLS DPW HIGHWAY	1,400.00	1,304.87	1,400.00	200.22	4,200.00	4,200.00	2,800.00	200.00%
5460	GROUNDS SUPP.- TENNIS/BALLFLD DPW	0.00	969.00	0.00					0.00%
5461	GROUNDS SUPP.- LIGHT EQUIP. DPW	4,500.00	2,068.79	4,500.00	3,423.80	8,500.00	8,500.00	4,000.00	88.88%
5462	HOLIDAY LIGHTING DPW HIGHWAY	4,500.00	1,059.27	4,500.00	796.89			-4,500.00	-100.00%
5465	GROUNDS SUPP.- SWEEPERS DPW HIGHWAY	7,500.00	2,857.10	7,500.00	188.44	7,500.00	7,500.00		0.00%
5480	VEH.SUPP.- GASOLINE DPW HIGHWAY	5,000.00	3,293.12	5,000.00	1,661.89	5,000.00	6,000.00	1,000.00	20.00%
5481	VEH.SUPP.- DIESEL DPW HIGHWAY	30,000.00	22,426.35	30,000.00	8,126.53	47,000.00	56,400.00	26,400.00	88.00%
5483	VEH.SUPP.- TIRES,TUBES,BATT DPW	5,000.00	3,304.44	5,000.00	280.00	5,000.00	5,000.00		0.00%
5484	VEH.SUPP.- PARTS DPW HIGHWAY	23,000.00	20,101.32	23,000.00	19,697.87	23,000.00	23,000.00		0.00%
5485	VEH.SUPP.- REG,INSPECTIONS DPW HIGHWAY	3,300.00	1,540.00	3,300.00	35.00	3,300.00	3,300.00		0.00%
5486	VECH. SUPP.-HVY EQUIP DPW HIGHWAY	8,000.00	2,585.90	7,640.00	9,650.63	8,000.00	8,000.00	360.00	4.71%
5530	PUB.WORKS SUPP.- ASPHALT DPW HIGHWAY	25,000.00	3,925.61	25,000.00	12,585.85	25,000.00	25,000.00		0.00%
5532	PUB.WORKS SUPP.- STONE DPW HIGHWAY	6,000.00	5,557.53	6,000.00	1,872.26	6,000.00	6,000.00		0.00%
5534	PUB.WORKS SUPP.- METALS DPW HIGHWAY	750.00	370.46	750.00		750.00	750.00		0.00%
5536	PUB.WORKS SUPP.- SIGNS DPW HIGHWAY	15,000.00	12,597.74	15,000.00		15,000.00	15,000.00		0.00%
5538	PUB.WORKS SUPP.- DRAINAGE DPW	28,500.00	13,203.39	28,500.00	4,048.57	30,000.00	30,000.00	1,500.00	5.26%
5584	OTHER SUPP.- PROTECTIVE CLOTH. DPW	3,500.00	1,515.00	4,000.00	1,165.78	4,000.00	4,000.00		0.00%
<b>Total</b>		174,900.00	102,387.89	175,040.00	63,908.06	201,200.00	211,600.00	36,560.00	20.88%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

420 - D.P.W.									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5700 - OTHER CHARGES AND EXPENDITURES									
5781	LICENSE REIMBURSEMENT DPW HIGHWAY	700.00	276.41	700.00		700.00	700.00		0.00%
<b>Total</b>		700.00	276.41	700.00		700.00	700.00		0.00%
<b>Program Total</b>		578,536.00	453,069.59	534,421.00	202,721.17	579,572.00	574,972.00	40,551.00	7.58%
SANITATION									
5100 - PERSONAL SERVICES									
5116	SALARIES - LABORERS SANITATION	454,658.00	390,092.60	458,765.00	141,176.85	461,817.00	461,817.00	3,052.00	0.66%
5120	WAGES - HOURLY EMP.(TEMP) SANITATION	11,500.00	0.00	5,000.00				-5,000.00	-100.00%
5135	OVERTIME - LABORERS SANITATION	12,000.00	11,396.18	12,000.00	13,219.78	15,000.00	15,000.00	3,000.00	25.00%
5141	LONGEVITY SANITATION	1,475.00	1,475.00	1,475.00		1,475.00	1,475.00		0.00%
5190	INCENTIVE PAY SANITATION	600.00	600.00	600.00		600.00	600.00		0.00%
<b>Total</b>		480,233.00	403,563.78	477,840.00	154,396.63	478,892.00	478,892.00	1,052.00	0.22%
5200 - PURCHASE OF SERVICES									
5243	R&M - HEAVY TRUCKS SANITATION	450.00	1,437.50	450.00		1,500.00	1,500.00	1,050.00	233.33%
5274	RENTALS - UNIFORMS SANITATION	4,320.00	3,505.68	4,320.00	1,436.69	4,320.00	4,320.00		0.00%
5301	SERVICES - MEDICAL SANITATION	500.00	443.17	500.00	39.00	500.00	500.00		0.00%
<b>Total</b>		5,270.00	5,386.35	5,270.00	1,475.69	6,320.00	6,320.00	1,050.00	19.92%
5400 - SUPPLIES									
5450	CUSTODIAL SUPP. - CLEANING SANITATION	1,600.00	1,600.00	1,600.00		1,600.00	1,600.00		0.00%
5481	VEH.SUPP.- DIESEL SANITATION	35,000.00	33,023.23	35,000.00	13,792.55	57,000.00	68,400.00	33,400.00	95.42%
5483	VEH.SUPP.- TIRES,TUBES,BATT SANITATION	12,500.00	9,193.25	12,500.00	4,250.39	12,500.00	12,500.00		0.00%
5484	VEH.SUPP.- PARTS SANITATION	17,000.00	23,698.22	17,000.00	14,459.02	25,000.00	25,000.00	8,000.00	47.05%
5485	VEH.SUPP.- REG,INSPECTIONS SANITATION	440.00	0.00	440.00		440.00	440.00		0.00%
5500	MEDICAL SUPP.- FIRST AID SANITATION	150.00	76.09	150.00	97.18	150.00	150.00		0.00%
5584	OTHER SUPP.- PROTECTIVE CLOTH.	4,800.00	4,211.61	5,500.00	3,323.14	6,000.00	6,000.00	500.00	9.09%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

420 - D.P.W.									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5400 - SUPPLIES									
5588	OTHER SUPP.- 2-WAY DEVICES SANITATION	300.00	317.35	300.00		350.00	350.00	50.00	16.66%
<b>Total</b>		71,790.00	72,119.75	72,490.00	35,922.28	103,040.00	114,440.00	41,950.00	57.87%
5700 - OTHER CHARGES AND EXPENDITURES									
5781	LICENSE REIMBURSEMENT SANITATION	400.00	225.00	400.00	109.00	400.00	400.00		0.00%
<b>Total</b>		400.00	225.00	400.00	109.00	400.00	400.00		0.00%
<b>Program Total</b>		557,693.00	481,294.88	556,000.00	191,903.60	588,652.00	600,052.00	44,052.00	7.92%
VEHICLE MAINTENANCE									
5100 - PERSONAL SERVICES									
5112	SALARIES - SUPERVISORS/ADM.SEC VEHICLE	190,368.00	159,555.98	182,880.00	60,430.46	179,239.00	179,239.00	-3,641.00	-1.99%
5135	OVERTIME - LABORERS VEHICLE	8,000.00	9,725.70	6,000.00	10,806.27	10,000.00	10,000.00	4,000.00	66.66%
5190	INCENTIVE PAY VEHICLE MAINTENANCE	300.00	0.00	300.00		300.00	300.00		0.00%
<b>Total</b>		198,668.00	169,281.68	189,180.00	71,236.73	189,539.00	189,539.00	359.00	0.18%
5200 - PURCHASE OF SERVICES									
5248	R&M - MACH.& EQUIP (BY OTHER) VEHICLE	1,600.00	680.72	1,600.00		1,600.00	1,600.00		0.00%
5274	RENTALS - UNIFORMS VEHICLE	4,000.00	2,967.98	4,000.00	1,016.42	4,000.00	4,000.00		0.00%
5307	PROFESSIONAL DEVELOPMENT VEHICLE	150.00	0.00	150.00		150.00	150.00		0.00%
<b>Total</b>		5,750.00	3,648.70	5,750.00	1,016.42	5,750.00	5,750.00		0.00%
5400 - SUPPLIES									
5420	OFFICE SUPPLIES - GENERAL VEHICLE	300.00	175.96	300.00				-300.00	-100.00%
5430	BLDG./EQUIP.SUPP.-OPERATIONAL VEHICLE	4,000.00	5,182.83	4,000.00	2,232.67	5,000.00	5,000.00	1,000.00	25.00%
5431	BLDG./EQUIP.SUPP.- PAINT VEHICLE	400.00	397.98	400.00	132.12	400.00	400.00		0.00%
5432	BLDG./EQUIP.SUPP.- TOOLS VEHICLE	2,000.00	2,004.35	2,000.00	863.07	2,000.00	2,000.00		0.00%
5450	CUSTODIAL SUPP. - CLEANING VEHICLE	2,500.00	2,252.58	2,500.00		2,500.00	2,500.00		0.00%
5479	MUNICIPAL VEHICLE POOL VEHICLE	9,000.00	5,415.15	8,000.00	320.79	8,000.00	9,600.00	1,600.00	20.00%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

420 - D.P.W.								
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	% Change
5200 - PURCHASE OF SERVICES								
5274	RENTALS - UNIFORMS RECYCLING-DPW	4,200.00	2,103.94	4,200.00	753.68	4,200.00	4,200.00	0.00%
5294	OTHER - CONTRACTED SERVICES	9,000.00	6,678.68	10,000.00	2,959.00	10,000.00	10,000.00	0.00%
5301	SERVICES - MEDICAL RECYCLING-DPW	100.00	0.00	100.00		100.00	100.00	0.00%
<b>Total</b>		14,800.00	10,282.62	15,800.00	4,033.18	15,800.00	15,800.00	0.00%
5400 - SUPPLIES								
5481	VEH.SUPP.- DIESEL RECYCLING-DPW	25,000.00	20,714.54	25,000.00	7,727.96	30,000.00	36,000.00	44.00%
5483	VEH.SUPP.- TIRES,TUBES,BATT	3,500.00	2,939.09	3,500.00	880.10	3,500.00	3,500.00	0.00%
5484	VEH.SUPP.- PARTS RECYCLING-DPW	11,000.00	12,604.99	12,000.00	16,899.68	15,000.00	15,000.00	3,000.00
5485	VEH.SUPP.- REG,INSPECTIONS	450.00	110.00	450.00		450.00	450.00	0.00%
5500	MEDICAL SUPP.- FIRST AID RECYCLING-DPW	100.00	53.30	100.00		100.00	100.00	0.00%
5584	OTHER SUPP.- PROTECTIVE CLOTH.	4,300.00	2,735.93	4,300.00	273.95	4,300.00	4,300.00	0.00%
5588	OTHER SUPP.- 2-WAY DEVICES	600.00	528.27	600.00		600.00	600.00	0.00%
<b>Total</b>		44,950.00	39,686.12	45,950.00	25,781.69	53,950.00	59,950.00	14,000.00
5700 - OTHER CHARGES AND EXPENDITURES								
5781	LICENSE REIMBURSEMENT RECYCLING-DPW	300.00	312.00	300.00	100.00	300.00	300.00	0.00%
<b>Total</b>		300.00	312.00	300.00	100.00	300.00	300.00	0.00%
<b>Program Total</b>		392,990.00	311,543.00	403,837.00	147,207.08	427,951.00	433,951.00	30,114.00
<b>D.P.W. Total</b>		2,382,738.00	1,993,492.19	2,358,650.00	836,296.73	2,473,024.00	2,457,884.00	99,234.00

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

510 - BOARD OF HEALTH									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5100 - PERSONAL SERVICES									
5111	SALARIES - DEPT.HEADS	103,020.00	103,021.92	107,450.00	37,874.56	112,063.00	112,063.00	4,613.00	4.29%
5112	SALARIES - SUPERVISORS/ADM.SEC	104,640.00	82,200.58	121,608.00	42,511.36	135,262.00	139,583.00	17,975.00	14.78%
5113	SALARIES - CLERICAL/SECRETARY	38,186.00	48,070.56	45,519.00	15,848.64	52,221.00	42,734.00	-2,785.00	-6.11%
<b>Total</b>		245,846.00	233,293.06	274,577.00	96,234.56	299,546.00	294,380.00	19,803.00	7.21%
5200 - PURCHASE OF SERVICES									
5242	R&M - LIGHT TRUCKS	1,500.00	4.73	1,500.00		1,500.00	1,500.00		0.00%
5298	RABIES RESPONSE	800.00	0.00	800.00		800.00	800.00		0.00%
5301	SERVICES - MEDICAL	150.00	268.69	150.00		150.00	150.00		0.00%
5307	PROFESSIONAL DEVELOPMENT	1,000.00	0.00	0.00					0.00%
5309	SERVICES - MEETINGS	1,900.00	1,386.97	1,950.00	1,625.00	1,950.00	1,950.00		0.00%
5342	COMMUNICATIONS - PRINTING	1,000.00	31.99	1,000.00	203.72	1,000.00	1,000.00		0.00%
5343	COMMUNICATIONS - ADVERTISING	750.00	0.00	750.00	125.28	750.00	750.00		0.00%
<b>Total</b>		7,100.00	1,692.38	6,150.00	1,954.00	6,150.00	6,150.00		0.00%
5400 - SUPPLIES									
5420	OFFICE SUPPLIES - GENERAL	1,500.00	1,143.24	1,700.00	97.37	1,700.00	1,700.00		0.00%
5480	VEH.SUPP.- GASOLINE	1,800.00	776.72	1,800.00	261.21	1,800.00	2,160.00	360.00	20.00%
5485	VEH.SUPP.- REG.INSPECTIONS	105.00	70.00	125.00		125.00	125.00		0.00%
5500	MEDICAL SUPP.- FIRST AID	150.00	22.99	150.00		150.00	150.00		0.00%
5501	MEDICAL SUPP.- LAB	300.00	263.53	300.00		300.00	300.00		0.00%
5580	OTHER SUPP.- BOOKS	300.00	0.00	350.00	358.00	350.00	350.00		0.00%
5584	OTHER SUPP.- PROTECTIVE CLOTH.	2,550.00	1,973.15	2,550.00	613.15	2,550.00	2,550.00		0.00%
<b>Total</b>		6,705.00	4,249.63	6,975.00	1,329.73	6,975.00	7,335.00	360.00	5.16%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

510 - BOARD OF HEALTH									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5700 - OTHER CHARGES AND EXPENDITURES									
5710	TRAVEL	2,000.00	31.43	2,000.00	16.00	2,000.00	2,000.00		0.00%
5730	DUES	700.00	799.70	800.00	227.38	800.00	800.00		0.00%
Total		2,700.00	831.13	2,800.00	243.38	2,800.00	2,800.00		0.00%
BOARD OF HEALTH Total		262,351.00	240,066.20	290,502.00	99,761.67	315,471.00	310,665.00	20,163.00	6.94%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

540 - COUNCIL ON AGING									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5100 - PERSONAL SERVICES									
5111	SALARIES - DEPT.HEADS	84,321.00	80,643.78	84,116.00	29,649.76	87,733.00	87,733.00	3,617.00	4.30%
5112	SALARIES - SUPERVISORS/ADM.SEC	0.00	10,094.83	0.00	319.06				0.00%
5117	WAGES - HOURLY EMP.(PERM)	260,078.04	219,720.03	277,961.00	97,730.08	303,455.00	299,799.00	21,838.00	7.85%
5141	LONGEVITY	1,050.00	525.00	1,320.00		2,305.00	2,338.00	1,018.00	77.12%
Total		345,449.04	310,983.64	363,397.00	127,698.90	393,493.00	389,870.00	26,473.00	7.28%
5200 - PURCHASE OF SERVICES									
5246	R&M - MACHINE REPAIR CONTRACT	895.00	811.13	895.00	892.24	895.00	895.00		0.00%
5309	SERVICES - MEETINGS	400.00	224.00	400.00	325.00	400.00	400.00		0.00%
5327	PROGRAMS	15,000.00	11,829.61	13,000.00	5,778.52	13,000.00	13,000.00		0.00%
5341	COMMUNICATIONS - POSTAGE	1,000.00	945.00	1,000.00	869.31	1,525.00	1,525.00	525.00	52.50%
Total		17,295.00	13,809.74	15,295.00	7,865.07	15,820.00	15,820.00	525.00	3.43%
5400 - SUPPLIES									
5420	OFFICE SUPPLIES - GENERAL	1,900.00	2,120.08	1,900.00	1,583.42	2,200.00	2,200.00	300.00	15.78%
5480	VEH.SUPP.- GASOLINE	4,000.00	892.58	3,500.00	711.82	3,500.00	4,200.00	700.00	20.00%
5483	VEH.SUPP.- TIRES,TUBES,BATT	400.00	0.00	400.00	400.00	400.00	400.00		0.00%
5484	VEH.SUPP.- PARTS	300.00	259.30	300.00	520.22	300.00	300.00		0.00%
5541	D.P. SUPPLES/EQUIP-P.C.	1,200.00	999.60	1,200.00	238.85	1,200.00	1,200.00		0.00%
Total		7,800.00	4,271.56	7,300.00	3,454.31	7,600.00	8,300.00	1,000.00	13.69%
5700 - OTHER CHARGES AND EXPENDITURES									
5710	TRAVEL	1,300.00	1,192.31	1,500.00	602.26	1,700.00	1,700.00	200.00	13.33%
5730	DUES	150.00	260.80	2,400.00	2,239.84	2,400.00	2,400.00		0.00%
Total		1,450.00	1,453.11	3,900.00	2,842.10	4,100.00	4,100.00	200.00	5.12%
COUNCIL ON AGING Total		371,994.04	330,518.05	389,892.00	141,860.38	421,013.00	418,090.00	28,198.00	7.23%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

990 - TRANSFERS								
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	% Change
5962 - TRANSFERS TO SPECIAL REVENUE F								
9000	DIRECT EXPENSE	0.00	470,403.17	0.00	150,000.00			0.00%
	<b>Total</b>	0.00	470,403.17	0.00	150,000.00			0.00%
5963 - TRANSFERS TO CAPITAL PROJECTS								
9000	DIRECT EXPENSE	0.00	0.00	0.00				0.00%
	<b>Total</b>	0.00	0.00	0.00				0.00%
5964 - TRANSFER TO FUND CPA FUND								
9000	DIRECT EXPENSE	0.00	0.00	0.00				0.00%
	<b>Total</b>	0.00	0.00	0.00				0.00%
5966 - TRANSFERS TO TRUST & AGENCY								
9000	DIRECT EXPENSE	0.00	4,211,000.00	0.00	1,777,000.00			0.00%
	<b>Total</b>	0.00	4,211,000.00	0.00	1,777,000.00			0.00%
5980 - TRANSFERS OUT								
9000	DIRECT EXPENSE	0.00	0.00	0.00				0.00%
	<b>Total</b>	0.00	0.00	0.00				0.00%
5982 - TRANSFER FROM PREMIUM								
9000	DIRECT EXPENSE	0.00	0.00	0.00				0.00%
	<b>Total</b>	0.00	0.00	0.00				0.00%
5983 - TRANSFER FROM RET EARNINGS								
9000	DIRECT EXPENSE	0.00	0.00	0.00				0.00%
	<b>Total</b>	0.00	0.00	0.00				0.00%
<b>TRANSFERS Total</b>		0.00	4,681,403.17	0.00	1,927,000.00			0.00%
<b>GENERAL FUND Total</b>		75,532,600.95	53,384,481.96	71,735,076.00	27,147,763.76	74,352,150.00	73,393,416.00	1,658,340.00 2.31%
<b>Grand Total</b>		75,532,600.95	53,384,481.96	71,735,076.00	27,147,763.76	74,352,150.00	73,393,416.00	1,658,340.00 2.31%

GFOB  
3/15/22

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

442 - SEWERAGE COLLECTION & DISPOSAL								
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	% Change
5400 - SUPPLIES								
5420	OFFICE SUPPLIES - GENERAL	150.00	220.38	150.00	30.90	150.00	150.00	0.00%
5432	BLDG./EQUIP.SUPP.- TOOLS	5,000.00	3,114.10	5,000.00	2,245.06	5,000.00	5,000.00	0.00%
5450	CUSTODIAL SUPP. - CLEANING	25.00	0.00	0.00				0.00%
5451	HAZARDOUS MATERIAL EQUIP	4,000.00	0.00	4,000.00	2,337.00	4,000.00	4,000.00	0.00%
5480	VEH.SUPP.- GASOLINE	1.00	0.00	0.00				0.00%
5481	VEH.SUPP.- DIESEL	3,500.00	2,265.70	3,500.00	767.68	3,500.00	4,200.00	20.00%
5482	VEH.SUPP.- OIL & LUBE	1.00	0.00	0.00				0.00%
5484	VEH.SUPP.- PARTS	2,500.00	55.45	2,500.00	2,277.95	2,500.00	2,500.00	0.00%
5485	VEH.SUPP.- REG,INSPECTIONS	350.00	110.00	350.00		350.00	350.00	0.00%
5584	OTHER SUPP.- PROTECTIVE CLOTH.	4,500.00	4,457.13	4,500.00	1,468.46	4,500.00	4,500.00	0.00%
5588	OTHER SUPP.- 2-WAY DEVICES	1.00	0.00	0.00				0.00%
Total		20,028.00	10,222.76	20,000.00	9,127.05	20,000.00	20,700.00	3.50%
5700 - OTHER CHARGES AND EXPENDITURES								
5760	CAPITAL ASSESSMENT - TOWN OF W	188,478.00	188,477.53	188,478.00		188,478.00	188,478.00	0.00%
5781	LICENSE REIMBURSEMENT	375.00	257.00	375.00	75.00	375.00	375.00	0.00%
Total		188,853.00	188,734.53	188,853.00	75.00	188,853.00	188,853.00	0.00%
5800 - CAPITAL OUTLAY								
5870	REPLACEMENT EQUIPMENT	105,000.00	11,630.47	90,000.00	948.29	90,000.00	90,000.00	0.00%
5871	NEW EQUIPMENT	5,000.00	632.40	5,000.00	1,634.89	5,000.00	5,000.00	0.00%
Total		110,000.00	12,262.87	95,000.00	2,583.18	95,000.00	95,000.00	0.00%
5900 - PERMANENT DEBT SERVICE								
5910	PRINCIPAL LONG TERM DEBT	35,000.00	69,250.00	10,000.00		97,816.00	10,000.00	0.00%
5915	INTEREST-LONG-TERM DEBT	35,000.00	3,423.61	2,000.00	950.00	46,024.00	26,000.00	1,200.00%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

991 - TRANSFER TO GENERAL FUND									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5920 - INTERFUND TRANSFERS									
5922	TRANSFER OF AVAILABLE FUNDS	0.00	0.00	0.00					0.00%
Total		0.00	0.00	0.00					0.00%
TRANSFER TO GENERAL FUND		0.00	0.00	0.00					0.00%
SEWER ENTERPRISE Total		1,206,411.00	1,108,667.59	1,331,123.00	157,471.20	1,470,192.00	1,334,551.00	3,428.00	0.25%

# TOWN OF BOURNE

## Expenditure Budget Report

### 2023 Town Budget

439 - LANDFILL									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5200 - PURCHASE OF SERVICES									
5243	R&M - HEAVY TRUCKS	25,000.00	18,195.40	25,000.00	7,399.23	25,000.00	25,000.00		0.00%
5244	R&M - HEAVY EQUIPMENT	90,000.00	56,873.28	90,000.00	30,066.39	90,000.00	90,000.00		0.00%
5248	R&M - MACH.& EQUIP (BY OTHER)	60,000.00	1,706.17	60,000.00	12,120.25	60,000.00	60,000.00		0.00%
5273	RENTALS - HEAVY EQUIPMENT	15,000.00	0.00	15,000.00		15,000.00	15,000.00		0.00%
5274	RENTALS - UNIFORMS	20,000.00	17,369.81	20,000.00	9,150.86	20,000.00	20,000.00		0.00%
5275	RENTALS - MISC.EQUIPMENT	12,000.00	14,740.00	12,000.00	1,520.00	12,000.00	12,000.00		0.00%
5294	OTHER - CONTRACTED SERVICES	3,800,000.00	4,228,539.20	4,000,000.00	1,202,554.11	4,250,000.00	4,250,000.00	250,000.00	6.25%
5295	SALVAGE REMOVAL	95,000.00	249,884.92	510,000.00	343,809.98	760,000.00	760,000.00	250,000.00	49.01%
5301	SERVICES - MEDICAL	3,000.00	2,389.82	3,000.00	2,478.18	3,000.00	3,000.00		0.00%
5324	SERVICES-WATER ANALYSIS	40,000.00	47,170.00	42,000.00	17,292.00	47,000.00	47,000.00	5,000.00	11.90%
Total		4,229,850.00	4,705,625.82	4,854,050.00	1,650,751.34	5,359,050.00	5,359,050.00	505,000.00	10.40%
5400 - SUPPLIES									
5430	BLDG./EQUIP.SUPP.-OPERATIONAL	250,000.00	104,625.13	225,000.00	30,684.39	200,000.00	200,000.00	-25,000.00	-11.11%
5480	VEH.SUPP.- GASOLINE	8,500.00	2,959.71	8,500.00	1,216.94	8,500.00	10,200.00	1,700.00	20.00%
5481	VEH.SUPP.- DIESEL	160,000.00	94,372.66	160,000.00	39,150.24	160,000.00	192,000.00	32,000.00	20.00%
5482	VEH.SUPP.- OIL & LUBE	40,000.00	35,444.76	42,000.00	21,975.47	42,000.00	42,000.00		0.00%
5483	VEH.SUPP.- TIRES,TUBES,BATT	40,000.00	6,633.66	40,000.00	9,762.90	60,000.00	60,000.00	20,000.00	50.00%
5484	VEH.SUPP.- PARTS	5,000.00	3.72	5,000.00	20.72	4,000.00	4,000.00	-1,000.00	-20.00%
5485	VEH.SUPP.- REG,INSPECTIONS	1,000.00	940.00	1,500.00		1,500.00	1,500.00		0.00%
5500	MEDICAL SUPP.- FIRST AID	2,000.00	2,055.80	2,000.00	1,127.94	2,300.00	2,300.00	300.00	15.00%
5540	PUB.WORKS SUPP.- OTHER	125,000.00	61,433.94	150,000.00	1,114.50	150,000.00	150,000.00		0.00%
5584	OTHER SUPP.- PROTECTIVE CLOTH.	4,500.00	3,860.03	4,500.00	939.82	4,500.00	4,500.00		0.00%
5585	OTHER SUPP.- CLOTHING ALLOWANC	7,500.00	7,685.85	8,000.00	2,090.42	8,000.00	8,000.00		0.00%
Total		643,500.00	320,015.26	646,500.00	108,083.34	640,800.00	674,500.00	28,000.00	4.33%

# TOWN OF BOURNE

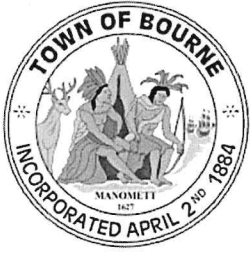
## Expenditure Budget Report

### 2023 Town Budget

991 - TRANSFER TO GENERAL FUND									
Account	Description	2021 App	2021 Exp	2022 App	2022 Exp	2023 Request	Twn Adm Rec	\$ Change	% Change
5920 - INTERFUND TRANSFERS									
5922	TRANSFER OF AVAILABLE FUNDS	900,000.00	910,320.89	900,000.00	202,557.12	900,000.00	900,000.00		0.00%
<b>Total</b>		900,000.00	910,320.89	900,000.00	202,557.12	900,000.00	900,000.00		0.00%
<b>TRANSFER TO GENERAL FUND</b>		900,000.00	910,320.89	900,000.00	202,557.12	900,000.00	900,000.00		0.00%
<b>LANDFILL ENTERPRISE FUND ISWM</b>		13,277,424.00	15,405,625.21	10,620,251.00	5,261,744.51	10,838,347.00	10,872,047.00	251,796.00	2.37%
<b>Grand Total</b>		14,483,835.00	16,514,292.80	11,951,374.00	5,419,215.71	12,308,539.00	12,206,598.00	255,224.00	2.13%

Plus: SEF Indirects \$ 153,587  
 Plus: ISWM Indirects \$ 2,390,996  
 Total EF: \$ 14,751,181

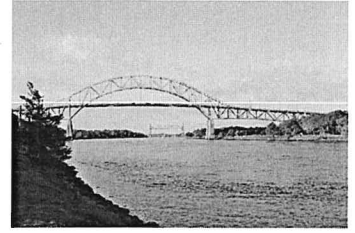
Recon to S&U  
 Sewer \$ 1,488,138  
 ISWM \$ 13,263,043  
 Total EF \$ 14,751,181



# TOWN OF BOURNE

## Town Administrator

24 Perry Avenue – Room 101  
Buzzards Bay, MA 02532  
[www.townofbourne.com](http://www.townofbourne.com)  
508.759.0600, Ext. 1308



Marlene McCollem, Town Administrator  
Email: [mmccollem@townofbourne.com](mailto:mmccollem@townofbourne.com)

To: Select Board  
CC: Shawn Patterson, Director of Public Works  
Dave Cody, Fire Chief  
Paul Shastanny, Director of Police Services  
From: Marlene McCollem, Town Administrator,   
Date: 9 March 2022  
Re: Bourne Scenic Highway Update

MA-DOT sponsored a legislative briefing on March 7, 2022 regarding proposed improvements to a segment of the Scenic Highway. The limit of work is approximately 1.5-miles from Nightingale Road to Edgehill Road. MA-DOT is advancing the design from a conceptual phase to 25% with an anticipated 25% Public Hearing in the fall of 2022. The project is programmed on the FY 24 TIP with anticipated construction beginning in the winter of 2025.

The design calls for the reconstruction and widening of 4 travel lanes with a minimum width of 11-feet, construction of a raised center median for a portion of the length, and a minimum of 4-foot shoulders on each side. The storm water drainage system will also be reconstructed and improved to catch and contain the surface runoff.

A 10-foot wide protected shared use pedestrian and bicycle path is also included in the design. At this time, the shared use path is running along the canal-side of the highway, but could also be constructed on the other side, adjacent to the west-bound lanes. There will be a signalized pedestrian crossing installed at the Edgehill Road traffic lights.

MA-DOT is coordinating this project with the larger Canal Area Improvements, and there is a stated goal of no lane closures or detours during construction.

###



# Route 6 (Scenic Highway) Corridor Improvements

## *Concept Design Presentation*

Virtual Meeting | March 7, 2022 | 12:00 PM

Project No. 606082

# Project Team:

- **MassDOT Project Manager**
  - Muazzez G. Reardon, P.E.
- **MassDOT Legislative Liaison**
  - Gareth Saunders
- **MassDOT District 5 Project Development Engineer**
  - Pamela Haznar, P.E.
- **MassDOT District 5 Operations Engineer**
  - Bill Travers
- **Consultant Project Manager**
  - Jonathan Kapust, P.E. (HNTB)

# Agenda

**01** Project History

**02** Project Goals

**03** Proposed Design

**04** Project Impacts

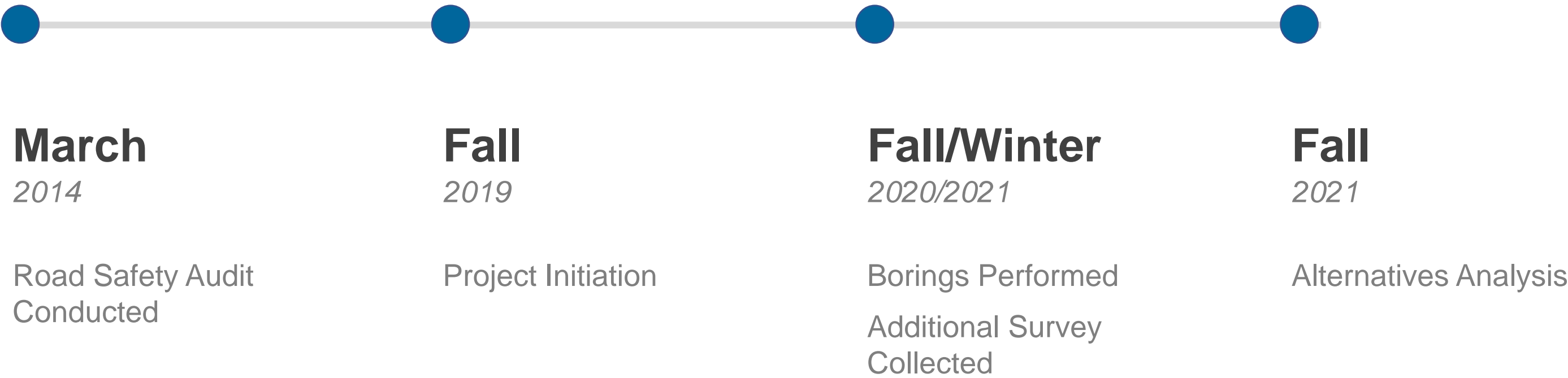
**05** Timeline

## Project Location

- Approximately 1.5 miles of Route 6
- Nightingale Road intersection
- Edgehill Road intersection
- No work along Scenic Overlook



# How did we get here?



## Recent public outreach

- Letters Sent to Public Officials
  - January 2020
- Comment Response Letters Received
  - Letter from Town of Bourne January 2020

# Existing Issues

## Safety Concerns:

- Significant number of crashes
  - Vehicles cross centerline
- Road Safety Audit in 2014 found:
  - High Speeds
  - Lack of Shoulders
  - Hydroplaning
  - Drainage Issues



## Existing Issues (cont'd)

### Safety Concerns:

- Lack of adequate drainage is contributor to crashes.
- Drainage Swale and Cross Slope/Superelevation improvements needed.





**What do we  
want to  
accomplish?**

## Project Purpose

To improve safety within the corridor by:

- Lane and Shoulder Widening
  - Improve substandard widths
- Center Raised Median
  - Address crossover crashes
- Cross slope Improvements
  - Update the cross slope in curves to improve vehicular control
  - Improve stormwater catchment to minimize flow across lanes
  - Address icing in winter storm road events



## Project Purpose (cont'd)

To improve safety within the corridor:

- Westbound Swale/ Upgraded Drainage System
  - Reduce ponding in roadway and probability of hydroplaning
  - Address icing in winter storm road events
- Install a Shared Use Path
  - Response to municipality request
  - Provides a safe, healthy alternative mode of travel





**How will  
bicyclists and  
pedestrians  
be impacted?**

## Bicycle and Pedestrian Connections

- 10' Shared Use Path
  - Protected
  - Connection to Scenic Overlook
  - New crossing at Edgehill Road

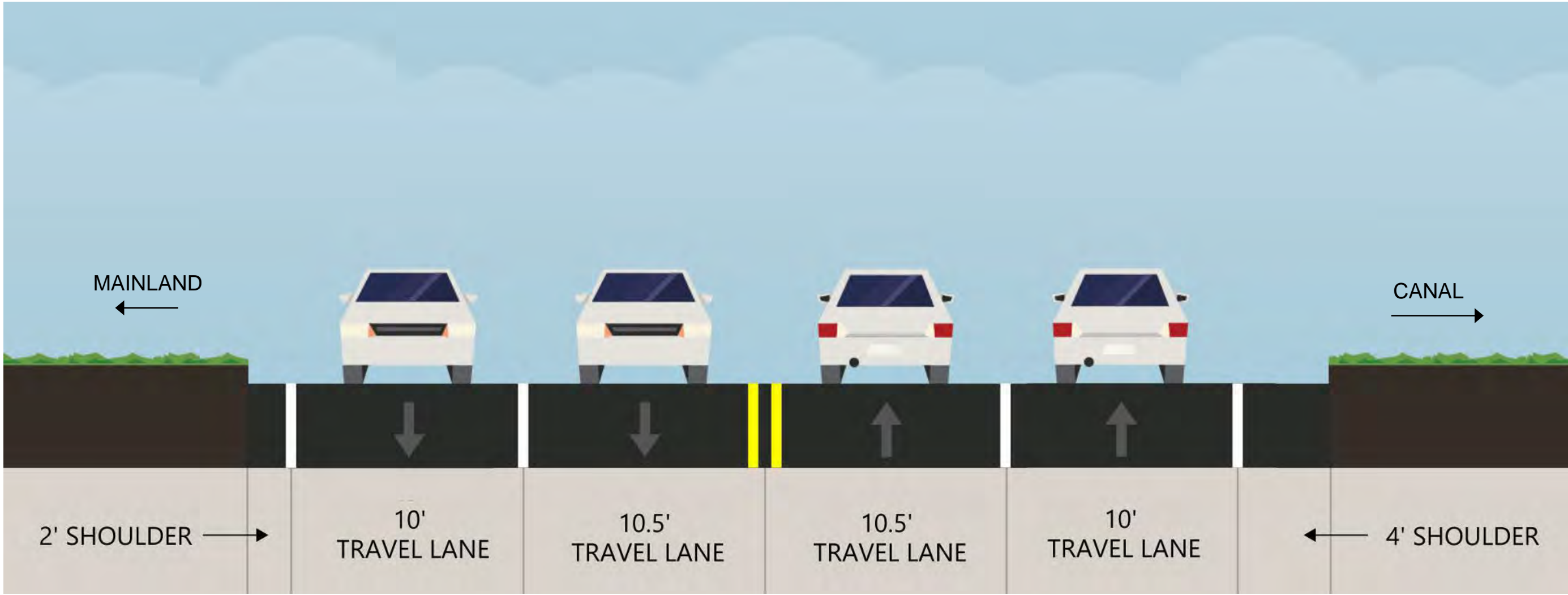




**What  
alternatives  
were  
considered?**

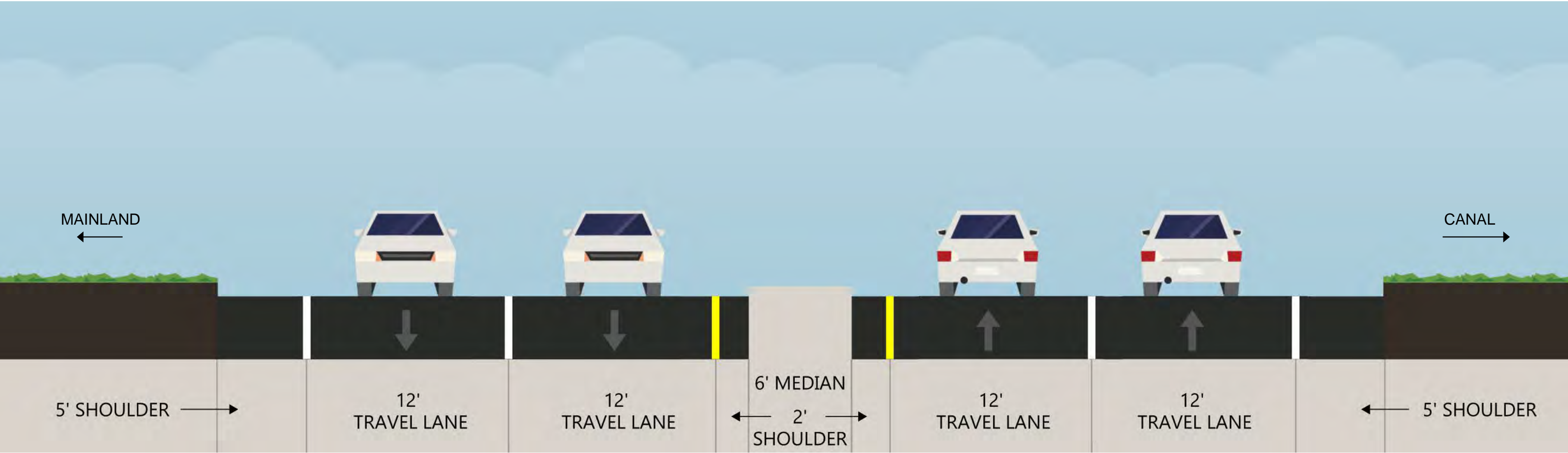
Existing Roadway

Shared Use Path Width:	N/A
Lanes Maintained in TTCP:	N/A
Earthwork (Total Cut):	N/A
Cost:	N/A



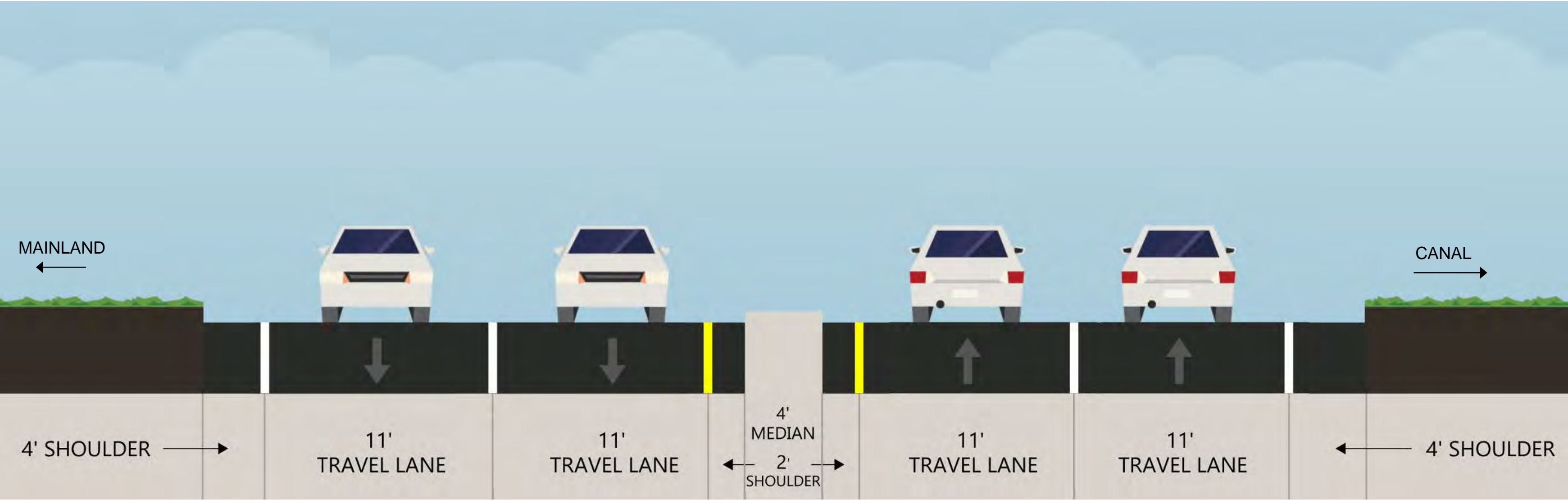
Alternative 1:  
Wide Median Concept

Shared Use Path Width:	not included
Lanes Maintained in TTCP:	2 WB, 1 EB (all stages)
Earthwork (Total Cut):	93,000 cubic yards
Cost:	\$11.6 million



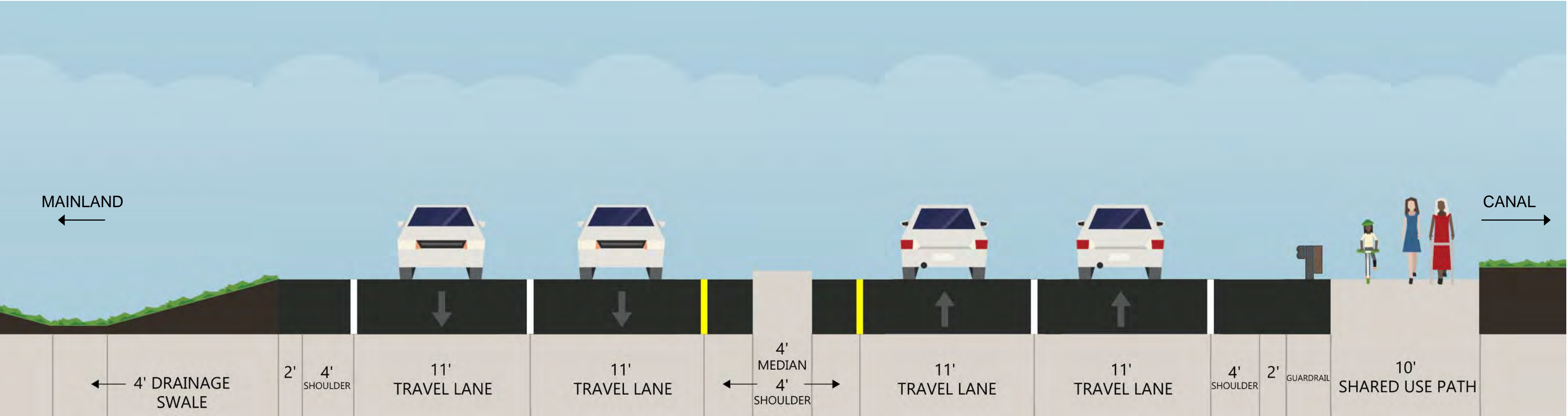
Alternative 2:  
Narrowed Cross Section

Shared Use Path Width:	not included
Lanes Maintained in TTCF:	2 WB, 1 EB (all stages)
Earthwork (Total Cut):	72,500 cubic yards
Cost:	\$9.9 million



Alternative No. 3:  
Shared Use Path EB Side

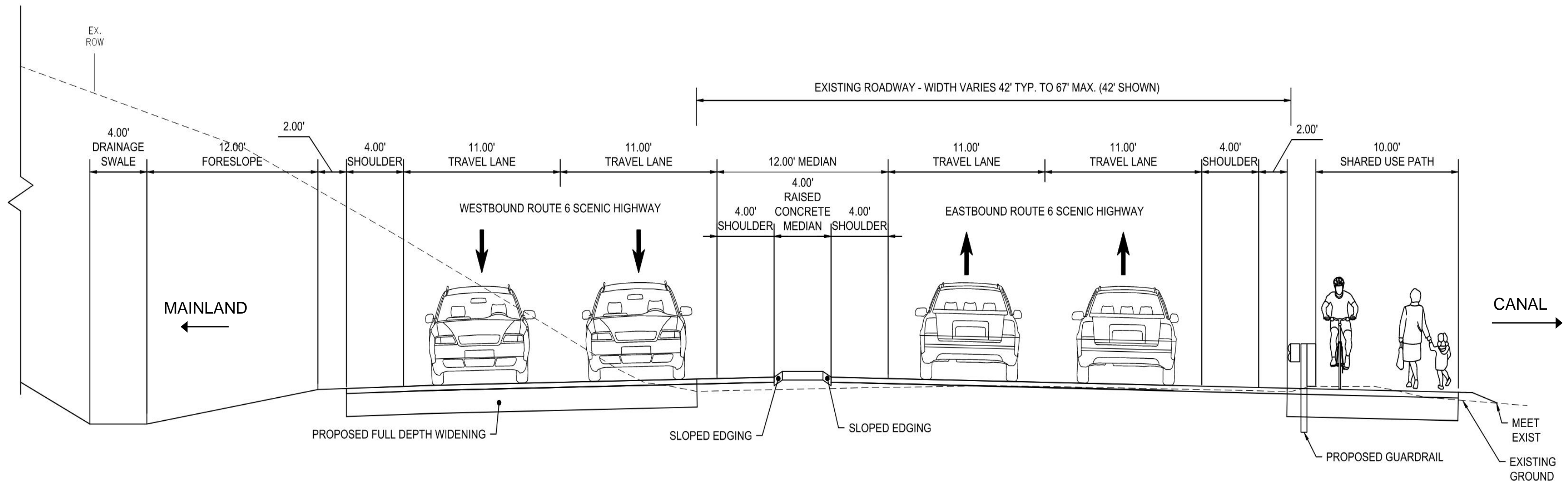
Shared Use Path Width:	10 feet
Lanes Maintained in TTCP:	4 (Stages 2 - 4)
Earthwork (Total Cut):	108,000 cubic yards
Cost:	\$15.7 million





**What is the  
preferred  
alternative?**

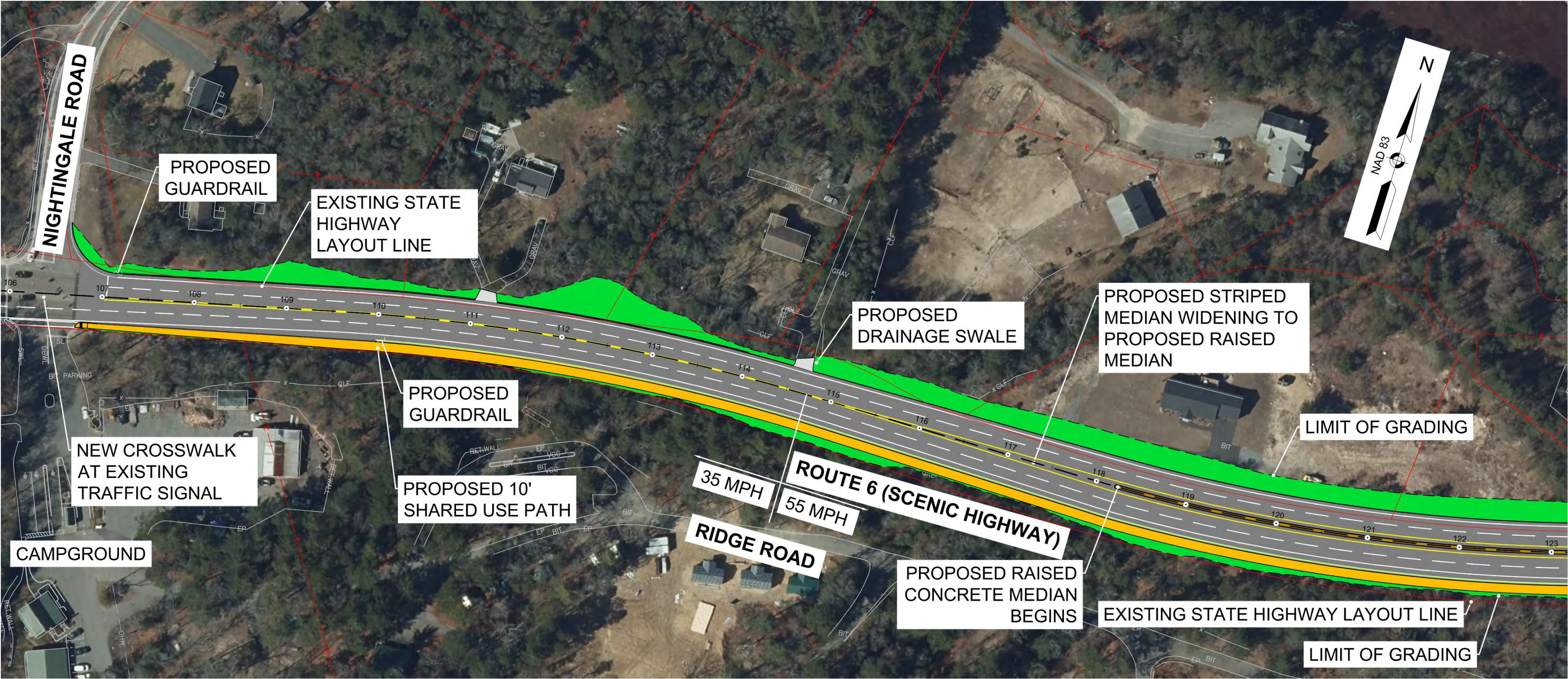
## Preferred Alternative At-A-Glance Alternative No. 3



- 10' minimum width shared use path along Route 6 Eastbound
- Swale along Route 6 westbound
- Additional width for lanes and shoulders
- 4' wide raised median – no barrier
- Majority of widening into westbound hillside

Preferred Alternative

Sheet 1 of 5



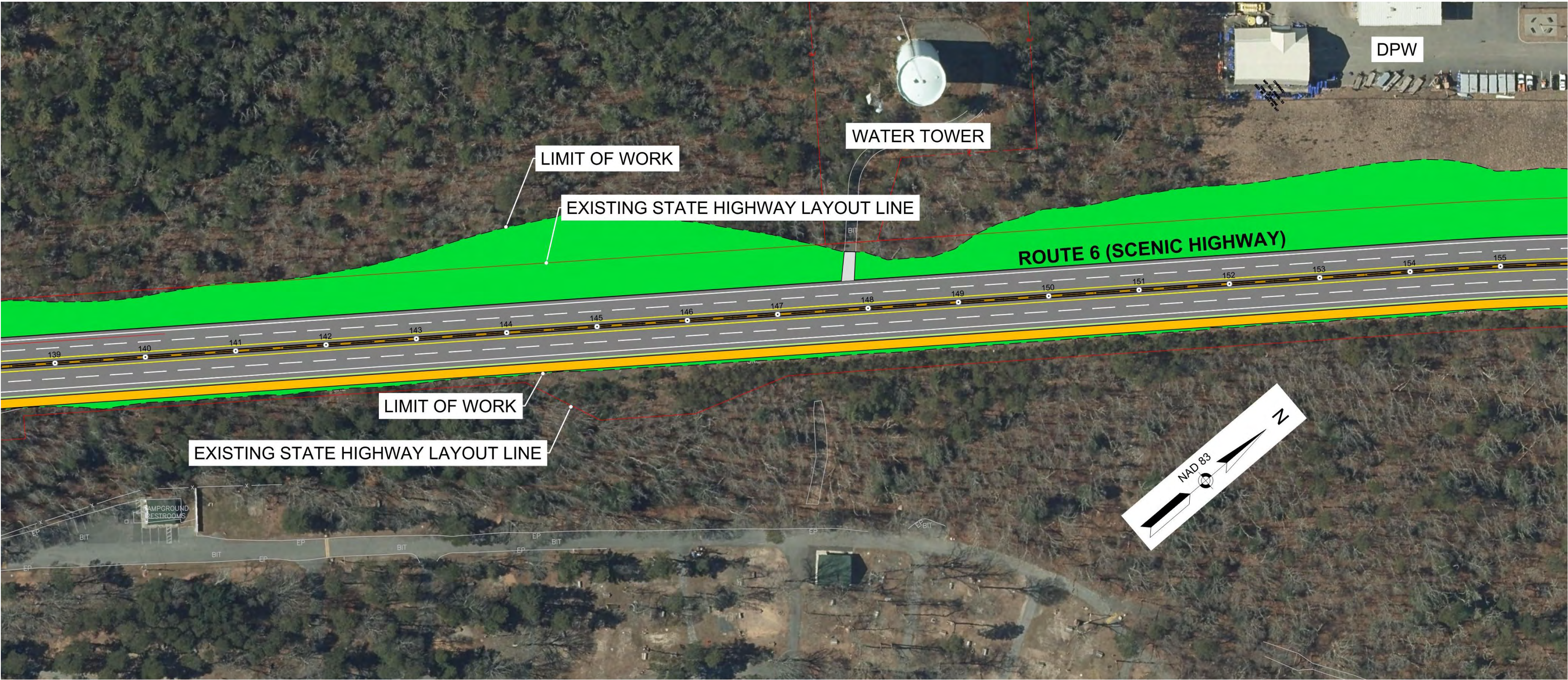
Preferred Alternative

Sheet 2 of 5



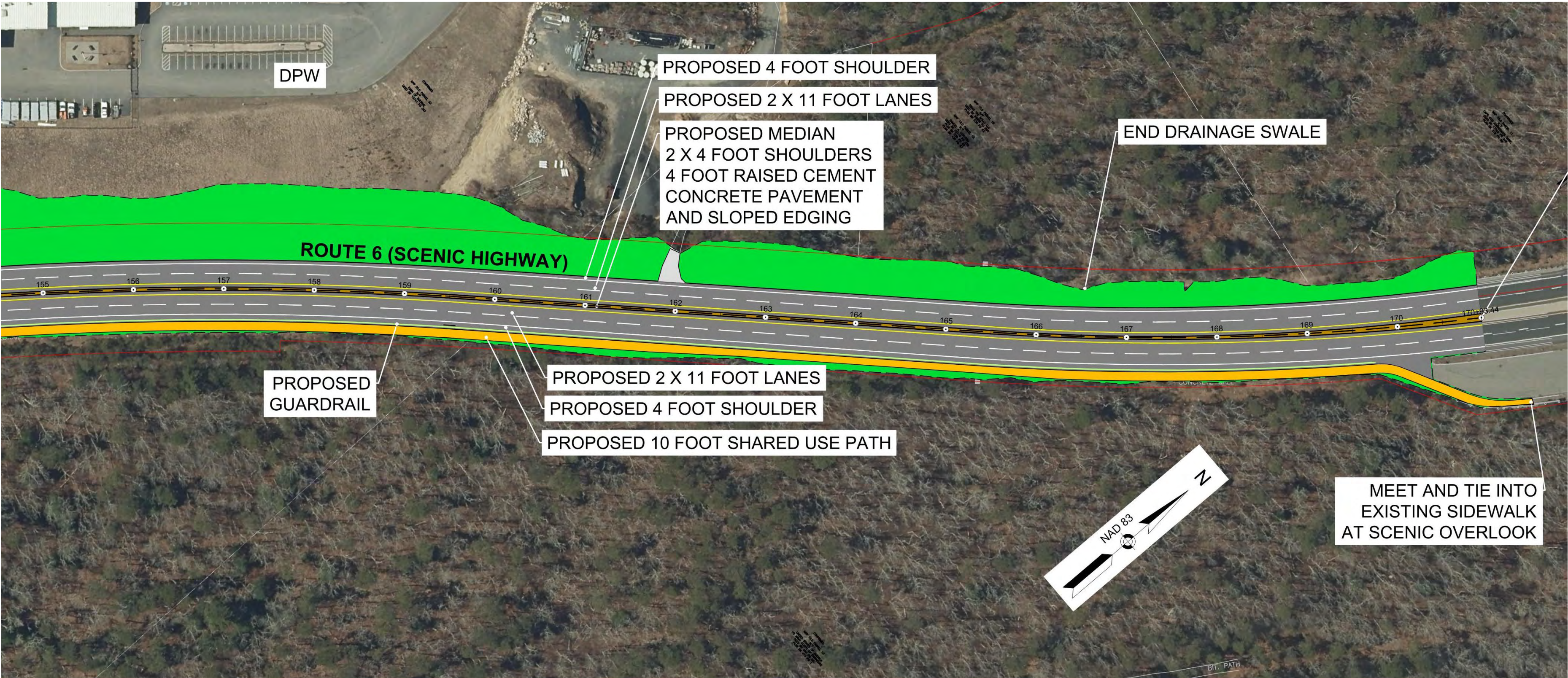
Preferred Alternative

Sheet 3 of 5



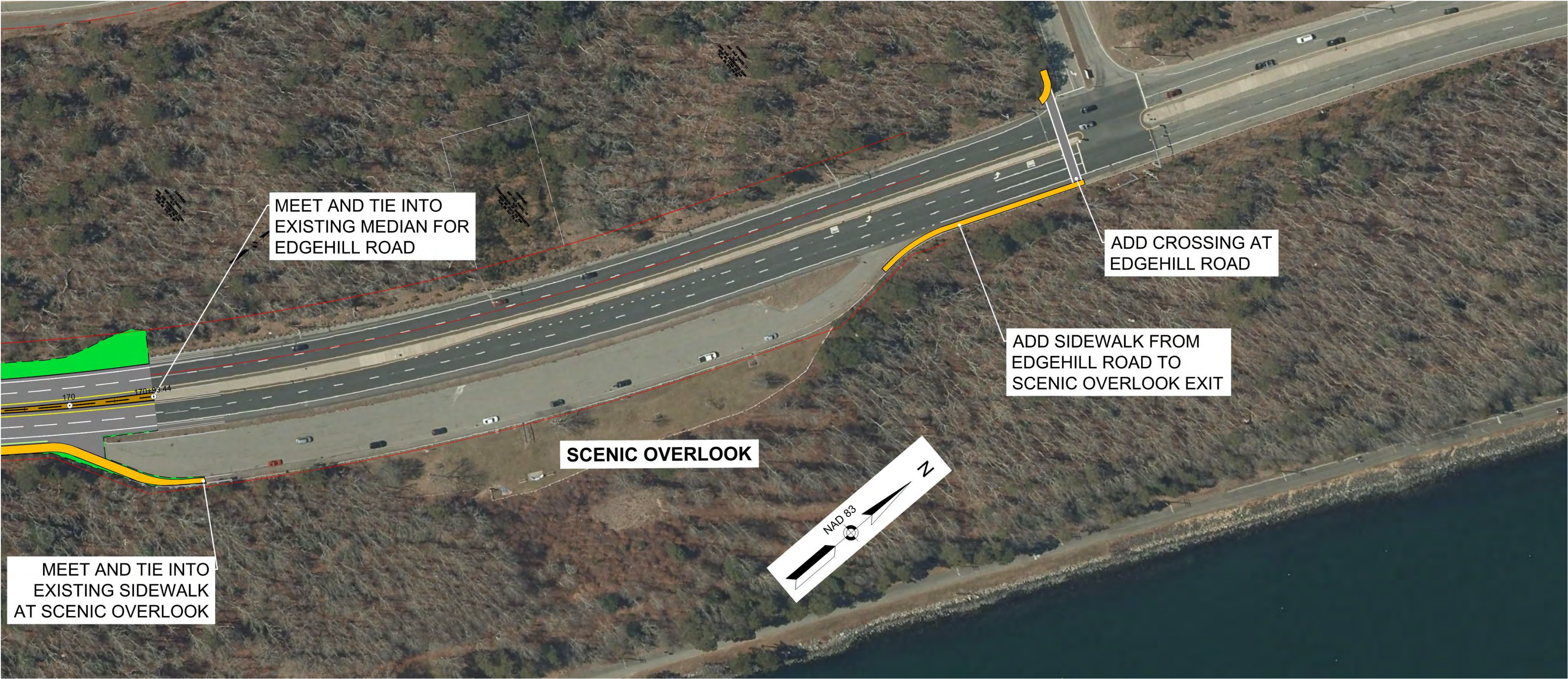
Preferred Alternative

Sheet 4 of 5



Preferred Alternative

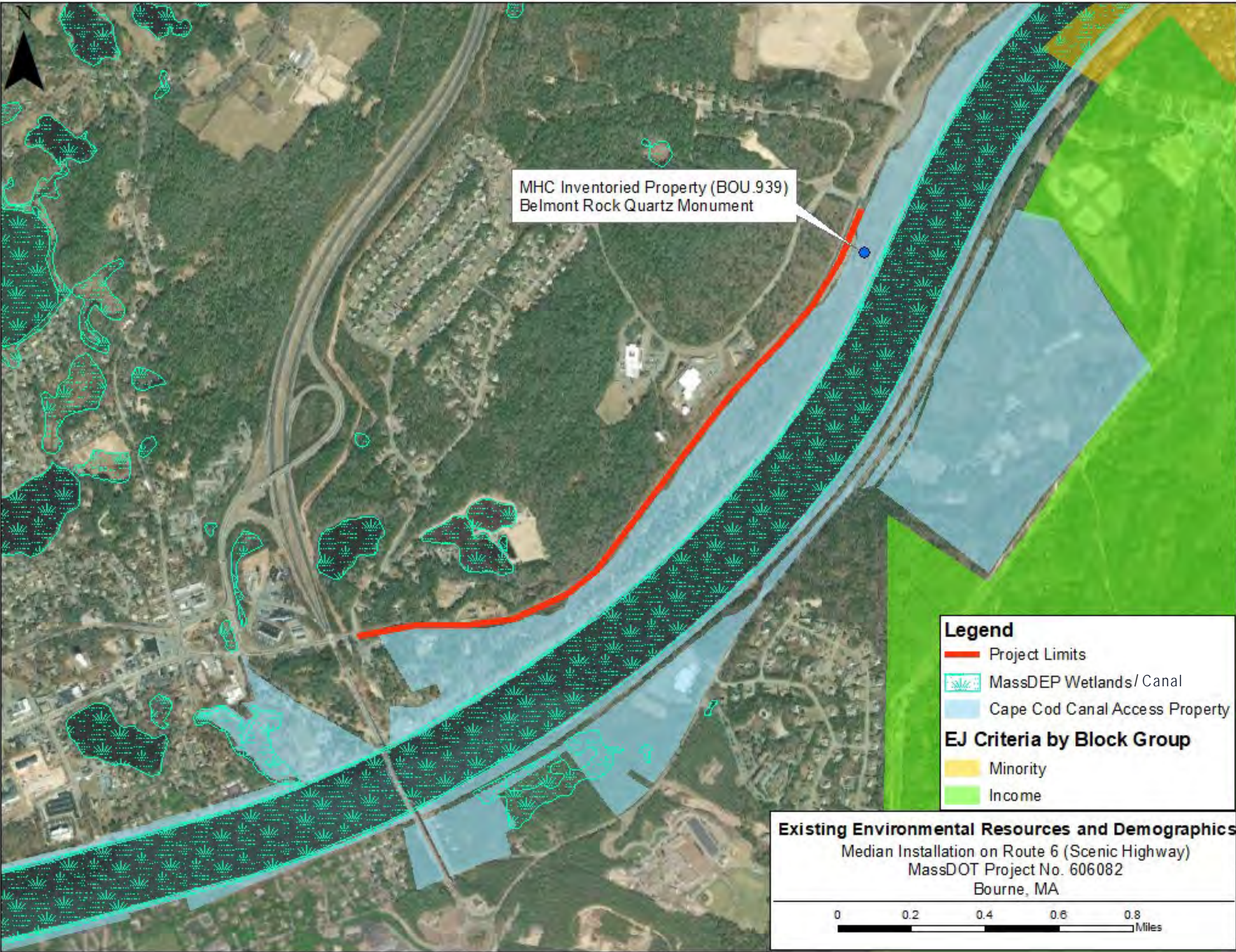
Sheet 5 of 5





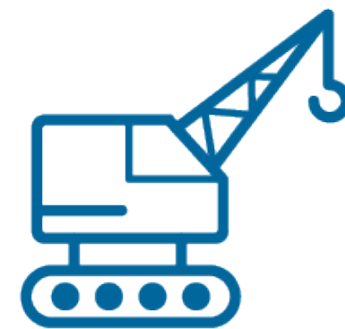
**What are the  
environmental,  
cultural  
resource, and  
community  
impacts?**

# Existing Environmental Resources and Demographics



# Environmental Impact Evaluation

- **Wetlands and Biological Resources**
  - No impacts to regulated wetlands
- **Recreational and Cultural Resource Areas**
  - No impacts to Inventoried Property
  - No impacts to protected open space
- **Community Representation**
  - Expanded analysis of project impacts on all populations including impacts on low-income, minority and limited English proficient populations
  - Advanced project notice and opportunity for meaningful public engagement



**What is the  
construction  
approach and  
how will road  
users be  
affected?**

## Construction Staging and Traffic Impacts

- Staged construction (approximately 4 stages)
- 4 lanes maintained
- No detours

# Our next steps



Public Outreach  
Spring 2022



25% Design  
Submission  
Summer 2022



Design Public Hearing  
Fall 2022



Project Advertisement  
Anticipated Fall 2024



Begin Construction  
Anticipated Winter  
2025



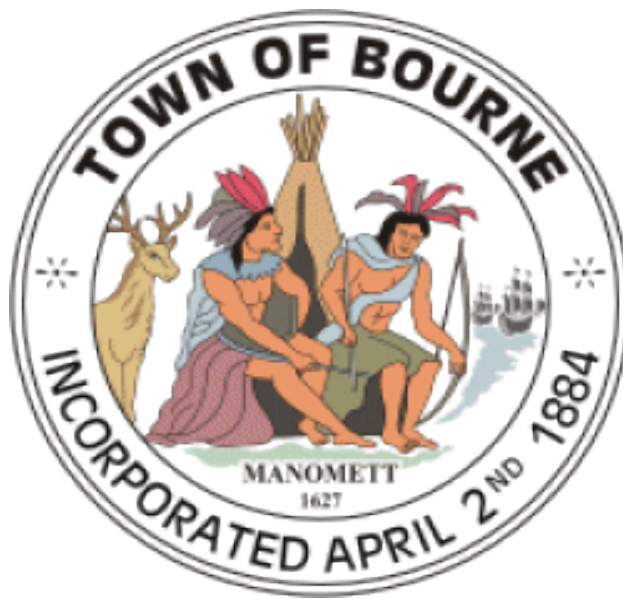
**Questions and  
discussion**

## Comments and Questions?

- Contact Gareth Saunders at [gareth.saunders@dot.state.ma.us](mailto:gareth.saunders@dot.state.ma.us)

# **Bourne Board of Selectmen**

## **Strategic Plan**



**Approved February 23, 2021**

**Last updated: March 4, 2021**

## **SECTION 1.0 - Overview**

**1.1 Purpose:** The purpose of this Strategic Plan is to codify and express the organizational process which will define the Town's direction toward a future state as defined by the Vision Statement. It will serve as a guide to make informed decisions regarding the allocation of resources to pursue that future state and ensure that we are successful by focusing on identified focus areas and accomplishing a variety of Strategic Goals and the Initiatives associated with each.

**1.2 Scope:** Although this plan will serve as a primary guide for the Board, Town Administrator and Staff, it is important that there is synchronization throughout and between various other important plans, documents and policies. These should include, at a minimum, the following:

- The Local Comprehensive Plan
- Open Space and Recreation Plan
- Housing Production Plan
- Comprehensive Wastewater Management Plan
- Capital Improvement Plan
- Five Year Financial Plan
- Financial Policies
- Annual Operating and Enterprise Budgets

Keeping these plans in the forefront when developing lower-level parts of this plan, e.g., initiatives, will assist in avoiding divergent paths when addressing important issues facing the town, now or in the future.

**1.3 Desired Outcome:** In addition to the broad purpose statements above, this Strategic Plan also serves to accomplish other important outcomes, such as:

- Helping to build consensus and stakeholder engagement
- Clarifying priorities to provide focus and clarity
- Establishing accountability across town government
- Providing a framework for analysis when considering our Strengths, Weaknesses, Opportunities and Threats (SWOT)
- Creates a system for evaluating and gauging progress

**1.4 Structure:** The structure used in developing this plan is one that starts out broadly with the Vision and then becomes more refined and defined with each succeeding step in the process. This cascading approach is constantly surrounded by a set of community values. Everything we do must be looked at through the lens of these values to ensure that we stay true to them as we work toward our Vision. The diagram below provides a visual reference for how this cascading Strategic Plan will be structured.



Diagram 1.0

**Vision:** Broadly defines a desired future state of our community; what do we want people to think of when they hear Town of Bourne?

**Mission Statement:** Describes the role of government in achieving the Vision.

**Values:** Our guiding principles; directs how decisions are made and the internal culture. Provides an important lens to view all of our decisions and ensures we choose the appropriate path toward accomplishing the Vision.

**Focus Areas:** General categories necessary to achieve the community vision.

**Objectives/Goals:** Goals within a focus area that will help achieve the Vision.

**Initiatives:** Defined action steps designed to meet the various objectives/goals.

**Key Performance Indicators:** The measures used to indicate progress toward an objective/goal that is being met through a specific initiative.

**1.5 Issues facing Bourne:** Communities face constantly face a variety of issues that can be near, mid, and/or far term. Understanding and acknowledging those issues are critical in developing a plan that will address them. Broadly speaking, this plan identifies them as:

- Financial stability and security
- Infrastructure – (facilities, water, sewer, roads, etc.)
- Resource security and sustainability
- Future workforce availability
- Housing of various types
- Building community connections
- Community and economic development
- Land use planning and policy
- Transportation – trains, buses, bridges, boats, automobile and bikes

## **SECTION 2.0 – Vision, Mission, Values and Focus Areas**

### **2.1 Town of Bourne Vision**

Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.

### **2.2 Town of Bourne Mission Statement**

Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.

### **2.3 Community Values**

- Customer Focus
- Integrity
- Innovative Thinking
- Accountability
- Stewardship
- Excellence
- Sustainability
- Inclusiveness

## **2.4 Focus Areas**

- Strong and diverse local economy
- Flexible, responsive and integrated government services
- Healthy, safe and active community
- Community and neighborhood livability
- Inclusiveness

## **SECTION 3.0 Goals**

1. Operate as a best practice, customer focused and engaging government
2. Support sound transparent fiscal management practices and policies
3. Through thoughtful planning and execution, provide services that enhance and ensure the health, safety and welfare of our citizens, visitors and businesses
4. Support and maintain thriving neighborhoods and spaces consistent with the town's Local Comprehensive Plan
5. Initiate and support economic development efforts that leverage the town's unique characteristics to create, attract, and retain jobs and businesses that ensure a diverse local economy
6. Provide support for high quality education opportunities that support and enhance the well being our students and our community
7. Embrace, foster and pursue sustainable development practices and initiatives while ensuring environmental stewardship in our unique coastal setting
8. Develop and maintain our physical infrastructure in a way that actively supports the town's priorities and maximizes the useful life of both new and existing infrastructure.

## **SECTION 4.0 Initiatives by Goal:**

### **4.1 Operate as a best practice, customer focused and engaging government**

**4.1.1 – Deliver exceptional services that are effective, equitable, innovative and offered at the best possible value for residents, visitors and businesses**

**4.1.2 – Revamp the town's website for ease of use, structure and searchability**

**4.1.3 – Develop a social media presence on various platforms to share information**

**4.1.4 – Study the current Organizational structure and consider changes to create “the most efficient organization” to meet the town's needs**

**4.1.5 – Review and update policies and procedures – update and/or rescind as required**

**4.1.6 – Implement the audit recommendations related to IT vulnerability and intrusion testing**

**4.1.7 – Implement electronic/online systems for all types of licenses and permits.**

## **4.2 Support sound transparent fiscal management practices and policies:**

**4.2.1 – Update financial policies in FY2021**

**4.2.2 – Develop annual budget process to achieve Government Finance Officers Association certification**

**4.2.3 – Strengthen the town’s financial position; while posturing the town for an increase to its bond rating**

**4.2.4 – Eliminate the town’s use of Free Cash to supplement the Operating budget**

**4.2.5 – Eliminate the use of the town’s operating budget to borrow for capital items**

**4.2.6 – Identify and evaluate alternative approaches to funding and financing capital investments**

**4.2.7 - Recover additional federal revenue from the Certified Public Expenditure\* (CPE) program**

**4.2.8 – Seek to provide and enhance public access to town records, reports and budget/capital plan information**

## **4.3 Through thoughtful planning and execution, provide services that enhance and ensure the health, safety and welfare of our citizens, visitors and businesses:**

**4.3.1 – Attract and promote multi-generational activities, entertainment and recreation opportunities and programs**

**4.3.2 – Maintain, upgrade and invest in our parks, fields, playgrounds and courts through a thoughtful Parks and Recreation Master Plan**

**4.3.3 – Develop a yearly road and sidewalk improvement plan, including funding**

**4.3.4 – Utilize technology, local and regional partnerships and the Citizen Engagement Committee to draw attention and increase local and tourist traffic in Bourne**

**4.3.5 – Develop and invest in trails, recreational opportunities and/or unique amenities that will attract visitors to Bourne**

## **4.4 Support and maintain thriving neighborhoods and spaces consistent with the town’s Local Comprehensive Plan:**

**4.4.1 – Establish a committee to identify the town’s best assets, and where appropriate, a plan to improve those assets – open space, recreation and other unique amenities**

\* Certified Public Expenditure – a program that allows municipalities to recoup from federal sources that portion of medicaid that isn’t initially reimbursed so that 100% of the ambulance fee is paid.

**4.4.2 – Ensure Bourne’s connection to the Cape Cod Rail Trail by supporting engineering, design and construction**

**4.4.3 – Continue to pursue Complete Streets initiatives to invest in and maintain pedestrian and bike-friendly infrastructure, planning and aesthetic elements throughout downtown and the villages.**

**4.4.4 – Seek to redevelop unused, underused and blighted properties through cooperation with property owners and economic development organizations/agencies, and by regulatory means where necessary**

**4.4.5 – Actively pursue and seek to increase residential and mixed use development in the downtown and other appropriate locations**

**4.4.6 – Actively participate in Joint Base Cape Cod committees and seek opportunities for partnerships and to stay abreast of base projects/initiatives**

**4.5 Initiate and support economic development efforts that leverage the town’s unique characteristics to create, attract, and retain jobs and businesses that ensure a diverse local economy**

**4.5.1 – Develop and fund staff/consultant capacity to support Economic Development initiatives**

**4.5.2 – Explore pre-permitting and marketing of key priority sites**

**4.5.3 – Study developing a town-sponsored business improvement grant program to include a public/private partnership**

**4.5.4 – Actively search out businesses focused on innovation, technology and tourism**

**4.5.5 – Explore and identify potential zoning reform that would support long-term economic development goals**

**4.5.6 – Explore, develop and implement a Bourne “way finding” strategy**

**4.5.7 – Complete downtown parking study project and identify recommendations for implementation**

**4.5.8 – Ensure the Water Districts are kept fully informed of commercial and residential development projects and that adequate supply and infrastructure is available when needed**

**4.5.9 – Study current and projected future sewer rates based on anticipated capital expenditures, wastewater treatment plant and IMA expenses, etc. and make recommendations related to the long-term viability of the Sewer Enterprise Fund and/or other alternative models, i.e. establishing a town sewer department**

**4.6 Provide support for high quality educational opportunities that support and enhance the well being our students and our community**

**4.6.1 – Investigate establishing regular and recurring meetings with the School Committee**

**4.6.2 – Analyze and implement joint school/town initiatives-e.g., Energy Performance Contract and other shared resources**

**4.6.3 – Work with Mass Maritime Academy to further develop existing and new partnerships that will maximize cooperative investments**

**4.6.4 – Partner with Mass Maritime Academy to increase awareness of available activities, events and amenities to bring students and resident populations together**

**4.6.5 – Seek to find opporunties to partner with the Upper Cape Technical School on projects and initiatives that support students in their desired trades**

**4.7 Embrace, foster and pursue sustainable development practices and initatives while ensuring environmental stewardship in our unique coastal setting**

**4.7.1 – Attract and promote a diverse range of housing options that meets the needs of Bourne as a desirable place to live, work, visit and recreate.**

**4.7.2 – Bring the town into compliance with MS4 Stormwater permit**

**4.7.3 – Pursue Phase II resiliency activities in concert with SNEP and identify potential resiliency infrastructure financing options**

**4.7.4 – Begin preparation for marsh restoration at either Puritan Rd. or Gray Gables**

**4.7.5 – Begin implementation of necessary steps to achieve a Green Community Status**

**4.7.6 – Support and participate in various Transporation Climate Initiatives**

**4.8 Develop and maintain our physical infrastructure in a way that actively supports the town’s priorities and maximizes the useful life of both new and existing infrastructure.**

**4.8.1 – Develop an implementation and use plan for the town’s facility management software package**

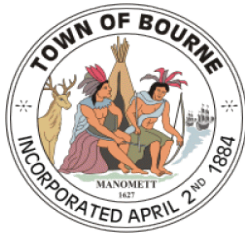
**4.8.2 – Develop a scope and proposal to initiate a Inflow and Infiltration study of the town’s sewer infrastructure**

**4.8.3 – Identify strategic infrastructure improvements needed to make priority areas/parcels permit ready and able to support and drive development interest**

**4.8.4 – Strengthen transportation infrastructure by advocating and pursuing commuter rail, expanded Cape Cod RTA Intra-town, bus or trolley system to provide better access to Bourne businesses, arts, culture and recreation amenities**

**4.8.5 – Seek opportunities for transit-oriented Development around transportation networks**

**4.8.6 – Work with various local, state and federal agencies to ensure the development of a Bourne-friendly interchange around the new bridges to enhance the appeal, convenience, and accessibility important parts of Bourne’s commercial and tourist destinations**



## Selectmen's Correspondence

March 1, 2022

- A. R. Wheeler – Talent Bank Form
- B. J. House – Talent Bank Form
- C. Upper Cape Tech Minutes 1.13.22
- D. Abutter notice – 4 Kennebec Ave.
- E. Xfinity channel cancellation
- F. S. Mealy – reappointment request to CC Commission
- G. EPA letter 2.17.22 Pilgrim response
- H. A. Flemming – Letter of Interest – Bourne Cultural Council
- I. K. Garcia - reappoint request to Human Services Committee
- J. DEP letter – response to Pilgrim Plant discharge
- K. DEP letter – JBCC groundwater study
- L. DEP letter – Old Grenade Courts
- M. DEP letter – National Cemetery Well Determination
- N. DEP letter – Supplemental Feasibility study
- O. DEP letter – Remedial Investigation PFAS Work Plan Flight Line
- P. MA Dept. of Public Utilities letter re increase in electric base distribution rates

HEADQUARTERS  
7 Technology Drive, Suite 102  
Chelmsford, MA 01863  
Phone: 978-453-2500  
Fax: 978-453-2555



"Representing New England's Finest"  
[www.nepba.org](http://www.nepba.org)

BOSTON REGIONAL OFFICE  
308 Victory Road, 3<sup>rd</sup> Floor  
Quincy, MA 02171  
Phone: 617-770-2929  
Fax: 617-770-9669

Mailing Address:  
72 Huntress Street  
Quincy, MA 02169

SEAN R. McARDLE  
State Director

BOURNE BD OF SELECTMEN  
RCUD 2022 MAR 4 AM9:59

February 28, 2022

Board of Selectmen  
Bourne Town Hall  
24 Perry Avenue  
Buzzards Bay, MA 02532

**RE: Bourne Police Patrolmen's Association, NEPBA Local 60**

BOURNE BD OF SELECTMEN  
RCUD 2022 MAR 4 AM10:02

Dear Honorable Board,

I am writing you today in accordance with Article 28, Duration of Contract, of the current collective bargaining agreement between the Town of Bourne and the New England Police Benevolent Association local 60.

Article 28, paragraph two, states "On or after December 1, 2021, either party may notify the other of its intention to commence bargaining for a successor agreement relative to all lawful subject for collective bargaining, and the parties shall proceed forthwith to bargain collectively with respect thereto."

Therefore, at this time the New England P.B.A. is requesting to begin collective bargaining for a new agreement between the Town of Bourne and the New England Police Benevolent Association local 60. Please contact me so we can schedule mutual agreeable dates and time to meet.

Sincerely,

Sean R. McArdle  
State Director

CC:  
Brian Lucier, President NEPBA Local 60 (via email)  
File

**From:** Murphy, Ken

**Sent:** Thursday, March 10, 2022 12:12 PM

**To:** James Beyer <jamesebeyer@jamesebeyer.com>; Christopher Pine <chris@blugreensolutions.com>; Pat Nemeth <pat.nemeth@hotmail.com>; Joan and John O'Brien <J\_obrien01@yahoo.com>; Wade Keene <Wadekeene@yahoo.com>; karl@spilhaus.org

**Cc:** Gutterson, Ann <AGutterson@townofbourne.com>; McCollem, Marlene <mmccollem@townofbourne.com>

**Subject:** MONTH OF JUNE ZBA RECESS

Hi Board of Appeals,

The building department had little success in finding a temp secretary while Cassie is on maternity leave. My other assistant (Ann) has a scheduled vacation in May,...she will post the advertisement in April for May meetings.

Therefore, I'm requesting a ZBA recess for the month of June and to resume back to your scheduled dates in July. Our Town Administrator has agreed to this recess as well.

Email me any questions or concerns.

Ken Murphy  
Building Commissioner, CBO  
Town of Bourne  
24 Perry Ave  
Buzzards Bay, MA 02533  
Phone: 508-759-0600 ext 1334  
[kmurphy@townofbourne.com](mailto:kmurphy@townofbourne.com)  
[www.townofbourne.com](http://www.townofbourne.com)



247 Station Drive, SE-370  
Westwood, MA 02090

**Conor Eagan**  
Arborist  
Electric Transmission  
Vegetation Management

Date: 3/4/2022

Site Address: 0 Bournedale Rd (Sacrifice Rock Woods Conservation Area), Bourne

Mailing Address: 24 Perry Ave, Buzzards Bay MA 02532-3496

Dear: Town of Bourne Representative:

The safety of our employees, our customers, and the public is our top priority during the ongoing COVID-19 outbreak. Our commitment to safety, first and always, is continuous.

At the same time, Eversource must fulfill its critical mission to deliver safe, reliable service to our customers, in support of the economic health of New England and the basic needs of society.

This mission is more important than ever at this deeply unsettled time. We continue to call on our employees and contractors to perform essential work in the field that maintains and improves the reliability of our networks and serves customers' best interests, while also adapting our work practices to incorporate social distancing, heightened hygiene, and other best practices to protect their, and the public's health and avoid the spread of coronavirus.

Essential work is activity that maintains or improves the condition of our system and supports our delivery of safe and reliable energy and other services, including vegetation maintenance activities within the transmission power line corridor (right of way) on or near your property.

During this time, Eversource will follow social distancing and other health and safety guidelines in our community outreach efforts, including becoming more reliant on other forms of notifications, including letters, email and/or phone calls, instead of door hangers and in-person visits.

In accordance with the Commonwealth of Massachusetts regulations (220 CMR 22.00), Eversource is hereby providing notice of planned and scheduled vegetation maintenance work on the transmission right-of-way (ROW) that is located within your town or city limits this year.

The vegetation work will involve the removal of identified hazard trees adjacent to the ROW. The vegetation work will be performed by qualified line clearance contractors and may include off-road bucket crews or manual climbing crews. The work to be performed is the removal of 2 Pitch Pine and 4 Oak trees that are located on town property, adjacent to the ROW.

In order to ensure the safe and reliable operation of the transmission system, we are required to manage vegetation so that it does not encroach upon the energized conductors. The work noted in your area will ensure that we obtain the clearances required to prevent vegetation encroachment. This work is being scheduled for the Winter-Spring 2022.

As required by the regulations, you are being informed of this proposed work through this letter.

If you have any questions on the proposed work, please contact me at 508-790-9073.

Sincerely,

*Conor Eagan*

BOURNE BD OF SELECTMEN  
RECEIVED 2022 MAR 7 AM 10:17

**NOTIFICATION TO ABUTTERS UNDER THE  
MASSACHUSETTS WETLANDS PROTECTION ACT  
Chapter 131, Section 40**

In accordance with the 2<sup>nd</sup> paragraph of Massachusetts General Laws Chapter 131, Section 40, you are hereby notified of the following:

- A. The name of the Applicant is: **Town of Bourne**
- B. The Applicant has filed a Notice of Intent (NOI) with the Bourne Conservation Commission seeking permission to perform work which might: remove, fill, dredge or alter an Area Subject to Protection Under the Wetlands Protection Act (General Laws, Chapter 131, Section 40).

- C. Description of the Project:

**The proposed project consists of drainage improvements to the upper parking area along Valley Bars Road (Monk's Park) and the lower lot on Hog House Point. Drainage improvements promote treatment and infiltration of stormwater runoff. Additionally, the applicant proposes improvements to the upper parking lots.**

- D. The location where the activity is proposed is:

**0 Shore Road – "Monk's Park / Hog House Island"**

**Map 38 – Parcel 1**

- E. Copies of the Notice of Intent may be examined at the Bourne Conservation office, Town Hall 24 Perry Avenue, between the hours of 8:30 a.m. and 4:30 p.m. (Monday – Friday) Tel. 508-759-0600 Ex 1344 or can be obtained from the Applicant's Representative: Bracken Engineering, Inc., 49 Herring Pond Road, Buzzards Bay, MA 02532, between the hours of 8:00 a.m. and 5:00 p.m. (Monday – Friday) Tel: 508-833-0070.
- F. T The Public Hearing is scheduled for **Thursday, March 17 at 7:00 p.m.** via ZOOM until further notice.

**NOTE: Notice of the scheduled Public Hearing:**

1. Will be published at least five (5) days in advance in the Bourne Enterprise newspaper; and,
2. Meeting agendas are posted on the Town of Bourne's website no less than 48 hours in advance of the hearing. [www.townofbourne.com/conservation](http://www.townofbourne.com/conservation)

**NOTE:** You may also contact the Department of Environmental Protection Southeast Regional Office for more information about this application or the Wetlands Protection Act. To contact DEP's Southeast Regional Office: 508-946-2800

BOURNE BD OF SELECTMEN  
ROAD 2022 MAR 7 AM 10:15



March 1, 2022

Board of Selectmen  
Town of Bourne  
24 Perry Avenue  
Buzzards Bay, MA 02532

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following relative to your community:

*On April 26, 2022, HSN2 will move from Expanded Basic, Entertainment, Xfinity TV Starter and Xfinity TV Economy Plus to Limited Basic.*

*Effective May 12, 2022, FS1 will no longer be offered as part of Digital Economy, but will continue to be available in the Sports & News and Expanded Basic tiers.*

Customers are receiving notice of this information in their bill. Please feel free to contact me at **Michael\_Galla@cable.comcast.com** should you have any questions.

Very truly yours,

*Michael Galla*

Michael Galla, Sr. Manager  
Government Affairs

BOURNE BD OF SELECTMEN  
RCVD 2022 FEB 8 AM 10:22

xfinity

February 7, 2022

***Via UPS***

Board of Selectmen  
Town of Bourne  
24 Perry Avenue  
Buzzards Bay, MA 02532

Dear Chairman and Members of the Board:

Pursuant to G.L. Ch. 166A, Section 10, Comcast is pleased to provide a copy of its Form 500 for YE2021. The Form 500 contains information on customer video service related issues in your community and how Comcast responded, including the time taken to resolve these complaints. For the Form 500, the Massachusetts Department of Telecommunications and Cable defines a complaint as:

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

Comcast also has provided a copy of the enclosed Form 500 to the Department of Telecommunications and Cable.

Please do not hesitate to contact me at **Michael\_Galla@cable.comcast.com** should you have any questions.

Very truly yours,

*Michael Galla*

Michael Galla, Sr. Manager  
Government Affairs

cc: Department of Telecommunications and Cable



# Form 500 Complaint Data

Code Key: Avg. 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

Code Key: Manner of Resolution

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

Town	Year	Subscribers	Total Complaints	Avg Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
					A.	B.	C.
Advertising/Marketing	BOURNE	2021	0	2			
Appointment Service Call			1	3	1	0	0
Billing			5	4	5	0	0
Customer Service			0	2			
Equipment			11	2	11		
Installation			0	2			
Other			0	2			
Other			0	2			
Reception			0	2			
Service Interruption			9	2	9	0	0

# Form 500 Service Interruption Data

Code Key: Duration of Service Interruption

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

Town	Bourne	Year	2021	Subscribers	7280
			Date of Service Interruption		Duration of Service Interruption (see Code Key above)
	Bourne		10/27/2021 1:38:00 PM		3
	Bourne		10/27/2021 8:30:00 AM		3
	Bourne		10/10/2021 12:55:00 PM		1
	Bourne		9/28/2021 2:55:00 PM		1
	Bourne		10/6/2021 8:31:00 PM		1
	Bourne		9/28/2021 3:38:00 PM		1
	Bourne		11/28/2021 8:58:00 PM		1
	Bourne		9/22/2021 12:11:00 PM		1
	Bourne		9/9/2021 1:25:00 AM		1
	Bourne		10/8/2021 12:20:00 PM		1
	Bourne		10/29/2021 6:43:00 AM		1
	Bourne		10/31/2021 3:14:00 AM		1
	Bourne		11/8/2021 11:54:00 AM		1
	Bourne		11/18/2021 4:27:00 PM		1
	Bourne		11/29/2021 12:28:00 PM		1
	Bourne		12/28/2021 10:44:00 PM		1
	Bourne		12/29/2021 4:34:00 PM		1
	Bourne		8/19/2021 7:50:00 AM		1
	Bourne		5/7/2021 12:11:00 PM		1
	Bourne		12/31/2021 1:28:00 PM		1
	Bourne		11/18/2021 9:43:00 AM		1

## Form 500 Service Interruption Data

Code Key: Duration of Service Interruption

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

Bourne	5/6/2021 1:11:00 PM	1
Bourne	1/14/2021 12:23:00 PM	1
Bourne	1/18/2021 11:46:00 AM	1
Bourne	1/18/2021 10:15:00 PM	1
Bourne	1/19/2021 8:15:00 AM	1
Bourne	1/26/2021 10:16:00 PM	1
Bourne	1/29/2021 5:19:00 AM	1
Bourne	1/30/2021 11:26:00 PM	1
Bourne	4/7/2021 8:54:00 AM	1
Bourne	8/15/2021 1:35:00 PM	1
Bourne	1/30/2021 5:51:00 AM	1
Bourne	2/2/2021 6:48:00 AM	1
Bourne	2/8/2021 9:29:00 AM	1
Bourne	2/8/2021 5:52:00 PM	1
Bourne	2/27/2021 4:36:00 PM	1
Bourne	2/28/2021 11:16:00 AM	1
Bourne	4/12/2021 8:58:00 AM	1
Bourne	4/16/2021 12:44:00 PM	1
Bourne	8/11/2021 11:54:00 AM	1
Bourne	8/12/2021 4:44:00 PM	1
Bourne	2/11/2021 7:27:00 PM	1



February 7, 2022

Board of Selectmen  
Town of Bourne  
24 Perry Avenue  
Buzzards Bay, MA 02532

**Re: Annual Notice**

Dear Chairman and Members of the Board:

In accordance with Massachusetts cable regulations (207 CMR 10.01(2) and 10.02(6)), enclosed is a copy of Comcast's policies and procedures, sample subscriber bill, work order and rate & channel line-up information for your community.

Please do not hesitate to contact me with any questions at **Michael\_Galla@cable.comcast.com**.

Sincerely,

*Michael Galla*

Michael Galla, Sr. Manager  
Government & Regulatory Affairs

Enclosures



## IMPORTANT INFORMATION FOR XFINITY TV CUSTOMERS

### SERVICE PROBLEMS

You will find helpful information for troubleshooting TV picture or signal quality issues at [www.xfinity.com/support](http://www.xfinity.com/support). If the problem does not clear up, please feel free to chat with us at [www.xfinity.com/support/contact-us](http://www.xfinity.com/support/contact-us) or call us at 1-800-XFINITY, and a customer service representative will attempt to address that issue. We will try to resolve any complaints you have concerning the quality of our signals promptly and efficiently. We will respond to your report of a service interruption no later than 24 hours after you notify us, except in extraordinary circumstances or where conditions are beyond our control. We will respond to your report of other service problems no later than the next business day after you notify us. We may need access to your home in order to correct a service related issue. If a service call is required it will be scheduled at a time convenient to you. If you are dissatisfied with our resolution of your service problem, you may contact your local franchising authority to discuss the problem with your service. If your local franchise authority information is not listed on your bill, please call us at 1-800-XFINITY for the name and address of your local franchising authority.

### SERVICE OR BILLING COMPLAINTS

Information regarding your Xfinity services and billing is available through My Account at [www.xfinity.com](http://www.xfinity.com). You also may download the Xfinity My Account app to your smartphone or other device for quick access to up to date information on your account. If you have a complaint regarding your Xfinity TV service or your bill, you will find information on contacting us through chat or by phone at <https://www.xfinity.com/support/contact-us>. Also, you can visit us at one of our Xfinity store locations. Visit <https://www.xfinity.com/support/service-center-locations/> to find the Xfinity store closest to you. If you wish to put your comments in writing, your letter should be addressed to us at the local address listed on the How To Reach Us insert.

We will try to resolve your complaint promptly. If you are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact your local franchising authority to discuss your complaint. If your local franchise authority information is not listed on your bill, please call us at 1-800-XFINITY for the name and address of your local franchising authority.

If you have a complaint regarding closed captioning please email us at [accessibility@comcast.com](mailto:accessibility@comcast.com) or call us at 1-855-270-0379.

### MOVING

Please visit <https://www.xfinity.com/moving> before you move. This is the best way for us to arrange for your service to be disconnected and to schedule an installation at your new home, if your new home is in our service area.

### EQUIPMENT COMPATIBILITY

Xfinity TV service is encrypted and requires a TV Box, TV Adapter, CableCARD or other navigation device that is compatible with our system for each television you wish to use with our service. You may not be able to use special features or functions of your television, VCR or DVD player/recorder with Xfinity TV service. Some of these problems may be resolved by the use of signal splitters, and/or other supplemental equipment that can be purchased from us or at electronic stores. Please call us if you would like to discuss the type of special equipment needed to resolve individual compatibility problems or if you have any questions regarding other equipment compatibility issues.

If you have a TiVo digital cable-ready DVR, you can access switched digital video services by obtaining a "tuning adapter" device. If you have a TiVo DVR or other digital cable-ready devices, you will need a TV Box, TV Adapter, or CableCARD from us to access switched digital video and other two-way cable services. Upon your request, we will provide you with the technical parameters necessary for a navigation device rented or acquired from retail outlets to operate with our system. Because of the need to protect our Xfinity TV service, we will not authorize the use of a navigation device that does not conform to all required signal security specifications. For information regarding other navigation devices, please go to <https://www.xfinity.com/support>.

### REMOTE CONTROL UNITS

If you rent a TV Box or TV Adapter from us we will provide a compatible remote control. Also, you may purchase compatible remotes at local electronic stores or other retail outlets. A representative list of compatible remote control models currently available from local retailers includes: Philips PHL PMDVR8, RCA RCR612, and Sony RM-V202. A list of additional compatible remotes may be obtained from your local Xfinity store. Although these remote control units are compatible with the TV Box or TV Adapter that we currently offer, these remotes may not be functional if we change the type of TV Box or TV Adapter we rent. If you have any questions regarding whether a particular remote control unit would be compatible with our equipment, please contact us.

### SERVICE CHANGES AND INSTALLATION

Standard installations are generally completed within 7 business days. If you change the services you receive, you may be subject to an installation or change of service charge. You may obtain additional information about our current services, fees and prices online at [www.xfinity.com](http://www.xfinity.com) or by calling us at 1-800-XFINITY.

### UPCOMING PROGRAMMER CONTRACT EXPIRATIONS

Information on programmer contract expirations, which could affect our carriage of the programmer's channels, can be found at <https://my.xfinity.com/contractrenewals/> or by calling 866-216-8634.

## OTHER INFORMATION

For those of our customers receiving service through commercial accounts, bulk rate arrangements or similar arrangements, some of the policies, procedures and services herein may not apply. Please call us at 1-800-XFINITY to talk to one of our customer service representatives for further information.

## INFORMACIÓN IMPORTANTE PARA LOS CLIENTES DE XFINITY TV

### PROBLEMAS CON EL SERVICIO

Si tiene problemas con la calidad de la señal o la imagen de TV, encontrará información útil para resolverlos en [www.xfinity.com/support](http://www.xfinity.com/support). Si el problema no se resuelve, no dude en contactarnos por chat en [www.xfinity.com/support/contact-us](http://www.xfinity.com/support/contact-us) o llamarnos al 1-800-XFINITY. Un representante de atención al cliente intentará resolver el problema. Trataremos de resolver toda queja relativa a la calidad de la señal de manera oportuna y eficiente. Si denuncia una interrupción en el servicio, responderemos a su denuncia en el transcurso de 24 horas, excepto en circunstancias extraordinarias o en el caso de condiciones que estén fuera de nuestro control. Si denuncia otros problemas con el servicio, responderemos a más tardar el día hábil siguiente al día en el que nos notifique. Es posible que, para corregir un problema con el servicio, debamos acceder a su hogar. Si se necesita una visita de servicio, la programaremos para un horario que le quede cómodo. Si no está satisfecho con la resolución del problema, puede ponerse en contacto con la autoridad local de franquicias para discutirlo. Si la información sobre la autoridad local de franquicias no se indica en la factura, llámenos al 1-800-XFINITY para obtener el nombre y la dirección de dicha autoridad.

### QUEJAS RELATIVAS AL SERVICIO Y LA FACTURACIÓN

Puede acceder a información sobre sus servicios Xfinity y la facturación de los mismos a través de la sección My Account (Mi Cuenta) en [www.xfinity.com](http://www.xfinity.com). También puede descargar la aplicación My Account de Xfinity a su teléfono inteligente u otro dispositivo para acceder rápidamente a información actualizada sobre su cuenta. Si tiene una queja sobre el servicio Xfinity TV o su factura, puede encontrar la información necesaria para contactarnos por chat o por teléfono en <https://www.xfinity.com/support/contact-us>. También puede visitarnos en una de las tiendas de Xfinity. Visite <https://www.xfinity.com/support/service-center-locations/> para encontrar la más cercana. Si desea poner sus comentarios por escrito, debe enviarnos su carta a la dirección local que figura en el cuadro How To Reach Us (Cómo ponerse en contacto con nosotros).

Intentaremos resolver su queja de manera oportuna. Si no está satisfecho con la resolución de su queja o no podemos resolverla, puede ponerse en contacto con la autoridad local de franquicias para discutir su queja. Si la información sobre la autoridad local de franquicias no se indica en la factura, llámenos al 1-800-XFINITY para obtener el nombre y la dirección de dicha autoridad.

Si tiene una queja relativa a los subtítulos, envíenos un correo electrónico a [accessibility@comcast.com](mailto:accessibility@comcast.com) o llámenos al 1-855-270-0379.

### MUDANZAS

Antes de mudarse, ingrese en <https://www.xfinity.com/moving>. Esta es la mejor manera de coordinar la desconexión del servicio y programar la instalación en su nuevo hogar si el mismo está dentro de nuestra zona de servicio.

### COMPATIBILIDAD ENTRE EQUIPOS

El servicio Xfinity TV está cifrado y requiere, por cada televisor con el que desee usar el servicio, un decodificador de TV, un adaptador de TV, una tarjeta CableCARD u otro dispositivo de navegación que sea compatible con nuestro sistema. Posiblemente no pueda utilizar funciones o características especiales de su televisor, su videograbadora o su reproductor/grabador de DVD junto con el servicio Xfinity TV. Algunos de estos problemas se pueden resolver mediante el uso de divisores de señal y/u otros equipos complementarios que se pueden comprar en nuestra empresa o en tiendas de electrónica. Llámenos si quiere discutir qué tipo de equipos especiales necesitaría para resolver problemas de compatibilidad específicos o si tiene preguntas acerca de otros problemas de compatibilidad entre equipos.

Si tiene una videograbadora digital TiVo apta para televisión por cable, puede acceder a servicios de video digital conmutados mediante un "adaptador de sintonización". Si tiene una videograbadora digital TiVo u otros dispositivos digitales aptos para televisión por cable, necesitará que le proveamos un decodificador de TV, un adaptador de TV o una tarjeta CableCARD para acceder al servicio de video digital conmutado y a otros servicios bidireccionales por cable. Si lo solicita, le proporcionaremos los parámetros técnicos necesarios para un dispositivo de navegación que alquile o compre en nuestros puntos de venta minorista para usar con nuestro sistema. Debido a la necesidad de proteger nuestro servicio Xfinity TV, no autorizaremos el uso de dispositivos de navegación que no cumplan con todas las especificaciones necesarias para la seguridad de la señal. Para obtener información sobre otros dispositivos de navegación, visite <https://www.xfinity.com/support>.

#### UNIDADES DE CONTROL REMOTO

Si usted alquila uno de nuestros decodificadores o adaptadores de TV, le proveeremos un control remoto compatible. También puede comprar un control remoto compatible en una tienda electrónica local u otro punto de venta minorista. La siguiente es una lista representativa de los modelos de control remoto disponibles en tiendas minoristas locales: Philips PHL PMDVR8, RCA RCR612, y Sony RM-V202. En su tienda Xfinity local podrá obtener una lista de otros controles remotos compatibles. Aunque estas unidades de control remoto son compatibles con el decodificador y el adaptador de TV que ofrecemos actualmente, es posible que no funcionen si cambiamos el tipo de decodificador o adaptador de TV que le alquilamos. Si tiene dudas acerca de si una determinada unidad de control remoto sería compatible con nuestros equipos, póngase en contacto con nosotros.

#### CAMBIOS EN EL SERVICIO E INSTALACIÓN

Las instalaciones estándar generalmente se terminan en el transcurso de 7 días hábiles. Si cambia los servicios que recibe, es posible que se le cobre una tarifa de instalación o una tarifa por cambio de servicio. Para obtener más información sobre nuestros servicios, tarifas y precios actuales, visite [www.xfinity.com](http://www.xfinity.com) o llámenos al 1-800-XFINITY.

#### PRÓXIMOS VENCIMIENTOS DE LOS CONTRATOS DE PROGRAMACIÓN

Para obtener información sobre los vencimientos de los contratos de programación, que podrían afectar nuestra transmisión de los canales, visite <https://my.xfinity.com/contractrenewals/> o llame al 866-216-8634.

#### INFORMACIÓN ADICIONAL

Para aquellos clientes que reciben el servicio a través de una cuenta comercial, acuerdos de tarifas grupales o acuerdos similares, es posible que no correspondan algunas de las políticas, procedimientos o servicios que se describen en el presente documento. Llámenos al 1-800-XFINITY para hablar con uno de nuestros representantes de atención al cliente y obtener más información.

#### SERVICE AREA / ÁREA DE SERVICIO

MA, NH & ME

#### PHONE NUMBERS

Billing/Repair

New Services/Sales /

NÚMEROS DE TELÉFONO

Facturación/Reparación

Nuevos servicios/Ventas

1-800-266-2278

#### OFFICE HOURS / HORARIO LABORAL

Please check your monthly billing statement for the location and hours of operation of the nearest customer service office.

#### MAILING/OFFICE ADDRESS / DIRECCIÓN DE CORREO/DE LA OFICINA

Comcast  
1 Comcast Center  
Philadelphia, PA 19102

#### PUBLIC INFORMATION OFFICES/ FRANCHISE AUTHORITIES / OFICINAS DE INFORMACIÓN PÚBLICA/ AUTORIDADES DE LA FRANQUICIA

Consumer Division of the  
Department of Telecommunications  
and Cable  
1-800-392-6066  
1000 Washington Street, Suite 820  
Boston, MA 02118

Office of the Attorney General  
Consumer Protection and Antitrust  
Bureau  
33 Capital Street  
Concord, NH 03301

Office of the Attorney General  
Consumer Information and Mediation  
Service  
6 State House Station  
Augusta, ME 04333





# Comcast Xfinity Privacy Policy

Effective December 4, 2020

We know you care about your privacy and the protection of your personal information<sup>①</sup>. We also know it is our responsibility to be clear about how we protect your information. We designed this Privacy Policy to do just that. It explains the types of personal information we collect, and how we collect, use, maintain, protect, and share this information. This Privacy Policy also tells you about the rights and choices you may have when it comes to your personal information.

Some of what we say in our Privacy Policy is required by law, and may at times seem long and complicated, but we've worked hard to try to make our Privacy Policy easy to understand and provide examples where possible. The Xfinity Privacy Center ([www.xfinity.com/privacy](http://www.xfinity.com/privacy)) includes more information about:

- How to review and manage your personal information and account activity
- How to set your marketing and advertising preferences, and opt out of certain information sharing
- How our products and services help to protect you
- How you can better protect yourself online

You can review this Privacy Policy and the information in the Xfinity Privacy Center anytime. If you still have questions, you can contact us<sup>②</sup> for more information.

## WHEN THE PRIVACY POLICY APPLIES

This Privacy Policy applies to the information we collect when you use Xfinity-branded products, services, networks, and platforms<sup>③</sup>, including our websites and mobile apps. This Privacy Policy also applies to other Comcast-branded products and services<sup>④</sup> that link to it. We'll refer to these as our "Services" in this Privacy Policy. It also applies to the information we collect about you from third parties. This Privacy Policy does **not** apply to non-Xfinity products, services, websites, and mobile applications that you may access or use through Xfinity platforms.

### Learn more about when the Privacy Policy applies

Because this Privacy Policy describes the privacy practices for all of our Services, some parts may not apply to you. For example, if you do not subscribe to Xfinity Voice (home phone service) or Xfinity Mobile, we will not collect call detail information. If you do not subscribe to Xfinity Home, we will not collect home security event information.

Some Services may have additional privacy practices that may be described to you in different ways, such as in a separate contract for Comcast Business Services. To the extent there is an overlap between this Privacy Policy and a Service-specific privacy policy, the Service-specific policy or agreement will control with respect to that Service.

This Policy does **not** apply to the non-Xfinity products, services, websites, and mobile applications that you may use through the Xfinity platforms. For example, if you subscribe to Xfinity Internet and visit a news or shopping website, the privacy policy for that website will apply. If you subscribe to Xfinity TV and use our Xfinity X1 platform to use another company's streaming service, the privacy policy for that streaming service will apply to information it collects. Likewise, if you connect your smart thermostat to your Xfinity Home security and automation service, the privacy policy of the smart thermostat company will apply to the information it collects.

## THE PERSONAL INFORMATION WE COLLECT AND HOW WE COLLECT IT

To provide you with our Services, we collect your personal information. This can include information that does not personally identify you — such as device numbers, IP addresses, and account numbers. It may also include information that does personally identify you, such as your name, address, and telephone number. We call any information that identifies you "personally identifiable information" or "PII."

If you allow others to use your Comcast or Xfinity accounts or Services, we will also collect personal information about those individuals. If you are not a Comcast or Xfinity customer, but use our Services through someone else's account, we will collect information about you, but it may not identify who you are to us. We may also collect information about you from third parties<sup>⑤</sup>.

We collect this information to provide our Services, respond to your requests<sup>⑥</sup>, and to tailor our Services<sup>⑦</sup> to best meet your needs and interests.

### Learn more about the information we collect and to see examples

#### What We Collect

- **Account Information** – Information we use to identify who you are and/or to provide or maintain your account and Services, which may include biometric information, such as audio recordings and facial scans when used as a means of identification
- **Analytics and Inferences** – Information related to your household, account, or your use of our Services, and our predictions about what you might like or not like
- **Billing Information** – Information including your financial transactions that are available on your billing statements and other payment receipts
- **Contact Information** – Information such as your full name and telephone number that we use to stay in contact with you
- **Demographic and Interest Information** – Information we obtain from other companies to better tailor our marketing and advertising services to you
- **Service Activity Information** – Information associated with your use of our Services

In some cases, California requires that we use different names to describe the categories of information that we collect. For more information about these categories, please see the Special Information Regarding California Residents' Privacy Rights, below.

#### How We Collect Personal Information

We collect personal information about you in several ways.

1. Directly from you when you create an account or interact with our customer service, such as:
  - Contact information, which may include your name, mailing address, email address, or telephone number
  - Login credentials for our Services, such as your username and password
  - Biometric information, such as audio recordings for voiceprints and facial scans that we create in the identity verification process
  - Customer communications records, including records of calls and chats with our customer service representatives
  - Information that you provide when interacting with us on our social media pages, message boards, and other forums, including your username, profile pictures, and comments, as well as information you publicly share about us
  - Photographs<sup>⑧</sup> or images of your property
  - Payment information, such as your credit/debit card or other financial account information
  - Your Social Security number
  - Your driver's license, state identification cards, or other forms of identification
  - Legal documents, such as documentation of the authority to act on behalf of another person
2. When you use or interact with our Services, such as:

- Household and device video selection and viewing activity<sup>①</sup> when you use our Services
  - Voice commands and audio recordings made through voice activated devices that are part of the Services, such as the Voice Remote
  - Geolocation information on where you are at a specific point in time based on your service address to help us authenticate you<sup>①</sup> for certain services on our platform
  - IP addresses, device identifiers, and network equipment addresses when devices connect to our Services
  - Device and user activity information, including what you search and how long you use our websites and applications, using cookies and other technologies (Cookie Notice: <https://www.xfinity.com/privacy/policy/cookie/notice>)
  - Domain Name Server or "DNS"<sup>①</sup> searches and network traffic activity<sup>①</sup> when you use our Services, such as Xfinity Internet, Xfinity Mobile or Xfinity WiFi
  - Geolocation information that indicates where your device is at a specific point in time when you use Xfinity Mobile<sup>①</sup> or enable that function in our mobile apps<sup>①</sup>
  - General location information, such as the city or ZIP Code that correlates with the location of a WiFi service access point or with the license of your device IP address when you use Xfinity Internet or Xfinity WiFi
  - The quantity, technical configuration, type, features, call history, and amount of your use of voice services (known as Customer Proprietary Network Information or "CPNI")
  - Video and audio recordings (if you have turned these features on) when you use Xfinity Home security and automation
3. From third parties, such as:
- Credit reporting agencies that provide credit scoring, fraud protection, and other services
  - Landlords and property owners that provide contact and other information
  - Government entities that offer public records
  - Consumer data providers that offer demographic<sup>①</sup>, interest<sup>①</sup>, purchase<sup>①</sup>, and other data that we use to tailor our marketing and communications to your interest
  - Social networks and other publicly available data, like Facebook<sup>①</sup>
  - Online advertising companies who may share information about the marketing and advertisements you have seen or clicked on

## HOW AND WHEN WE USE INFORMATION, INCLUDING FOR MARKETING AND ADVERTISING

We use the information we collect to provide our Services and communicate with you. We also use it to improve our Services, develop new products and services, give recommendations, deliver personalized marketing and advertising for our own and others' products and services, investigate theft and other illegal activities, and to ensure a secure online environment.

We may combine information across our systems, platforms, and databases. This includes combining information we receive from third parties and information about your use of our Services. We may also combine information about your use of one Service with information we get from your use of another Service.

### Learn more about our uses of your information and to see examples

#### **To Provide the Services**

- Set up your account and account management
- Measure credit and payment risk
- Service delivery
- Bill and invoice
- Authenticate access to your account, including identity verification
- Management of the network and devices supporting our service and our systems, and other maintenance and operations
- Provide technical support
- Help with hardware and software upgrades for devices and systems

#### **To Communicate with You**

- Respond to your questions
- Personalize communications
- Send you service-related announcements

#### **To Understand Your Use of and Make Improvements to Our Services**

- Understand the use of our existing Services
- Identify and develop new products and services
- Create measurement and analytics reports for us and others<sup>①</sup>

#### **To Provide Recommendations and Deliver Relevant Advertising**

- Market the Services
- Recommend movies or television shows to you
- Let you know which products and services we think may be of interest to you
- Help third-party advertisers and programmers deliver more relevant advertising on our Services and other services and platforms

#### **To Investigate Theft or Other Illegal Activities, to Ensure a Secure Online Environment, and to Protect Health and Safety**

- Detect the unauthorized use, or abuse of the Services
- Protect our customers from fraudulent, abusive, or unlawful use of the Services
- Protect our rights, our personnel, and our property
- Comply with applicable law
- To protect the health and safety of our customers, employees, contractors, or the general public

## WHEN AND WITH WHOM WE SHARE INFORMATION

We do not sell, and have never sold, information that identifies who you are to anyone. This includes your Internet usage information, video usage information, or call detail information.

We share personal information with others when it's needed to provide you with our Services. We also share personal information with others:

- When you direct us to do so, including to authorize other users on your account
- When required by law or to respond to legal process
- To protect our property or rights or the safety of our employees, our customers, or other individuals

If we share your personal information with other companies for their own marketing and advertising activities, we will first get your consent. This may be through opt-in or opt-out settings<sup>①</sup>, depending on the type of personal information shared.

We may also share personal information that does not identify you with third parties for their own marketing and advertising purposes, which you can opt out of. This mainly occurs when you interact with our websites and mobile applications that contain third-party cookies or other advertising trackers. To learn more about this, please read our Cookies Policy

(<https://www.xfinity.com/privacy/policy/cookie notice>).

### **Learn more about when and with whom we share information**

#### **The Comcast Family of Businesses**

If Comcast shares the personal information it collects about you with separate Comcast companies, such as NBCUniversal-branded companies, for their own marketing or advertising purposes, we will first give you the choice to opt out of or opt in to any sharing in the Xfinity Privacy Preferences Center. ([www.xfinity.com/privacy/manage-preference](http://www.xfinity.com/privacy/manage-preference))

#### **Account Owners and Other Authorized Users**

We may share information about a customer's account and use of a Service to the primary account owner following appropriate authentication. The primary account owner may also allow others to see information on the account.

#### **Service Providers**

To provide and support the Services, sometimes we use other companies as service providers to transmit, collect, process, or store information for us. We require these service providers to treat the information we share with them as confidential and to use it only for providing their services to us. These include:

- **Billing and collection providers**, such as payment processors and organizations that assist us in assessing your credit and payment status
- **Accounting, auditing, and tax providers**
- **Insurance providers**
- **Professional services providers**, such as firms that provide consultative services, assist with improving our programming, provide legal services, or supply project-based resources and assistance
- **Analytics services**, including entities that analyze traffic to and on our websites, analyze how our Services are used, and assist with identifying and communicating with potential customers
- **Marketing, advertising, and sales** entities that assist us in creating and executing marketing, advertising, and sales programs, including order application processing, and printing, mailing, and electronic communications services
- **Security providers**, such as entities that assist with security incident verification and response, service notifications, fraud prevention, identity verification and management, and authentication
- **Information technology providers**, such as entities that assist with website design, hosting, and maintenance, data and software storage, and network operations
- **Customer service support**, including services related to our call centers, installation, maintenance, and repair services

#### **Third Parties**

We do not sell, and have never sold, information that personally identifies<sup>①</sup> who you are to anyone. Although permitted by federal law, we do not disclose your name and address to non-governmental entities, such as charities or businesses, for their own marketing purposes.

Sometimes, you may ask us to share information that personally identifies you<sup>②</sup> with another company<sup>①</sup>. In that instance, we will make sure you give us clear direction about what you want us to share and with whom, before we share that information.

Other sharing with third parties can include:

##### **Social Media Companies**

You may interact with parts of our Services that cause information to be published to your social networks. For example, you may click on a Facebook "like" button, which publishes to your Facebook account that you "like" one of our Services. On those parts of our websites with social network functionality, a social network may be able to collect information about you. For example, if a page contains a Facebook "like" button, Facebook may be able to collect data about your visit to that page, even if you don't click on the "like" button. To control this sharing of information, please review the privacy policy of the relevant social network and/or sign out of it before you use our Services.

##### **Online Advertising Partners**

We may use cookies to deliver personalized advertising to you when you visit other websites, including advertising based on the products and services you viewed on our Services. We also allow our partners, including advertisers and service providers, to use cookies and similar tracking technologies when you use our Services. For more information about the use of cookies and other technologies on our online Services, please see the Cookies Policy (<https://www.xfinity.com/privacy/policy/cookie notice>).

##### **Audience Measurement and Analytics Companies**

We work with business partners to help us measure and analyze how our customers are using our Services. For video, this includes assessing which programs are most popular, how many people watch a program to its conclusion, whether people are watching advertisements, and what programming and video content we will carry on the Services. It also includes determining how our customers prefer to view certain kinds of programming when they use our Services, such as whether they like to watch certain programs live, or if they prefer to view them on demand, on mobile devices, or online. Our business partners may compile this information into reports with aggregated and anonymous statistics that are then made commercially available (for example, a ratings report that indicates what percentage of viewers watched a particular program live vs. on-demand). Xfinity Stream includes Nielsen's proprietary measurement software, which will allow users to contribute to market research, like Nielsen's television ratings. By visiting [www.nielsen.com/digitalprivacy](http://www.nielsen.com/digitalprivacy), users can access more information about the measurement software and learn about their choices with regard to Nielsen's measurement.

##### **Third-Party Apps and Partners**

When you use a third-party app through devices that are part of the Services, you are directing us to share certain information with the provider of the app, including but not limited to information needed to run the app and play the selected content. When using third-party apps, you are interacting with the third-party app directly, and their privacy policies and terms of service apply. For more information, please visit <https://my.xfinity.com/privacy/providers>. Certain apps may also run using technology provided by Metrological, a Comcast company, whose privacy practices are described at <https://www.metrological.com/privacy policy>.

##### **Public Safety Authorities**

If you have our Xfinity Voice service, Comcast will disclose your name and contact information to public safety authorities such as 911/E911 and related emergency services.

##### **Directory Services, Assistance, and Caller ID**

Your name, address, and telephone number may be sent to publishers to be printed in directories and posted in online directories. Once that information is printed or posted online, it is outside of our control and may be sorted or repackaged and made available again in different formats by anyone, including data aggregators, for a variety of purposes, including marketing. For a fee, you can choose to have a nonpublished number, which means that Comcast will not provide your name, address, and telephone number for publishing in the phone book and online directories. You can also choose to have a published number, but choose the "omit address feature," which means we will not provide your street address for publishing in the phone book and online directories. If initiating service online, select "non-published" option, otherwise call 1-800-XFINITY to sign up.

We may also make your number, name, and address available to directory assistance (411) providers. If you have a nonpublished number, Comcast will not make your number available through directory assistance. Comcast may still share your name and address with the 411 provider when specified by law (but the provider is not authorized to share your non-published number).

Please note: While the non-published feature will keep your name, address, and telephone number out of printed and online directories over which Comcast exercises control, even a non-published phone number may exist in databases not controlled by Comcast – if, for example, your present telephone number or address was previously published under your name, or if you provided this information to businesses or government agencies. One way to help protect your privacy may be to request assignment of a new telephone number (with which your name has not previously been associated). You may also want to activate Caller ID Blocking or select the do-not-call option.

Caller ID provides your name and telephone number to the person you are calling – even if you have a nonpublished number. Per Line Caller ID Blocking will automatically block Caller ID for all calls you make from your registered telephone number and can be activated by calling 1-800-XFINITY. Per Call Caller ID Blocking will block name and number on a per-call basis and can be activated by dialing \*86 before each call you want to block.

#### **Potential Purchasers of our Business**

If we enter into a potential or actual merger, acquisition, or sale of all or a portion of our assets, then information about you and your subscription will, in most cases, be shared or transferred as part of the transaction. This includes information that personally identifies you. If this Policy will be changed as a result of such a transaction, you should refer below under “Changes to this Privacy Policy.”

#### **Government Entities When Required by Law or To Protect Comcast and Others**

There are times when we may be required by law to disclose information about you to third parties. This may happen with or without your consent, and with or without notice, in compliance with the terms of valid legal process such as a subpoena, court order, or search warrant.

If you subscribe to our Xfinity Video service, Comcast may be required to disclose information that personally identifies you to a governmental entity in response to a court order. In this case, the Cable Act requires that you be given the opportunity to appear in a court proceeding to contest any claims made in support of the court order, and the governmental entity must offer clear and convincing evidence that you are reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. For more information, see “Your Rights and Our Limitations Under Federal Laws.”

If you subscribe to the Xfinity Internet, Voice, Mobile, or Home security and automation Services, Comcast may be required to disclose information that personally identifies you to a governmental entity in response to a subpoena, court order, or search warrant, depending on the type of information sought. We are usually prohibited from notifying you of any such disclosures by the terms of the legal process.

A non-governmental entity, such as a civil litigant, can seek information that personally identifies you or your use of the Xfinity Video, Internet, or Voice Services only pursuant to a court order, and we are required by the Cable Act to notify you of such court order. If Comcast is required to give information that personally identifies you to a private third party in response to a civil court order for these or other Services, we will notify you prior to making such disclosure unless legally prohibited from doing so.

We may also disclose information that personally identifies you as permitted by law and without your consent when it is necessary to protect our customers, employees, or property; in emergency situations; or to enforce our rights under our terms of service and policies.

### **HOW WE PROTECT YOUR INFORMATION**

We follow industry-standard practices to secure the information we collect to prevent the unauthorized access, use, or disclosure of any personal information we collect and maintain. These security practices include technical, administrative, and physical safeguards, which may vary, depending on the type and sensitivity of the information. Although we take the responsibility of safeguarding your personal information seriously, no security measures are 100% effective and we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose your information. Comcast also takes additional steps to increase the security and reliability of customer communications. We do not read your outgoing or incoming email, file attachments, video mail, private chat, or instant messages. However, we (along with our service providers) use software and hardware tools to help prevent and block “spam” emails, viruses, spyware, and other harmful or unwanted communications and programs from being sent and received over Comcast.net email and the Comcast Services. To help protect you and the Services against these harmful or unwanted communications and programs, these tools may automatically scan your emails, video mails, instant messages, file attachments, and other files and communications. We do not use these tools for marketing or advertising.

### **HOW LONG WE KEEP YOUR INFORMATION**

We keep your personal information for different lengths of time depending on the type of information and the business and legal requirements. For example, if you are a customer, we keep information that personally identifies you as long as you subscribe to one or more of our Services. If you no longer subscribe to a Service, we still may need that information for business and legal requirements, such as to protect against fraud, calculate taxes, or respond to legal requests. Other information is deleted automatically after a set period of time, often set by law, unless we are legally required to hold it longer, such as for pending litigation. We destroy, de-identify, or anonymize the information when it is no longer needed in identifiable form.

### **THE CHOICES YOU HAVE TO CONTROL OUR USE OF PERSONAL INFORMATION**

You have many choices about how we communicate with you and how we use or share your information. You can manage these settings in the Xfinity Privacy Preferences Center ([www.xfinity.com/privacy/manage-preference](http://www.xfinity.com/privacy/manage-preference)). If you change your mind, you can update your preferences anytime.

#### **Learn more about your privacy choices**

For your convenience, we have created the Xfinity Privacy Preferences Center where you can manage:

- your account communications and notifications
- your marketing calls, texts, and direct mail preferences
- your preference for door-to-door sales calls
- promotional or commercial emails Comcast may send to you
- personalized advertising for third-party products and services based on your interests

You can review your options, get more information about the types of marketing activities you can opt out of, and make your choices. If you change your mind, you can return any time to update your preferences. Some of the selections are tied to customer accounts and may require you to sign into your Xfinity My Account.

We understand that sometimes you may want to speak to a Comcast representative who can assist you with your choices. You can contact Comcast at [1-800-XFINITY](tel:1-800-XFINITY) and ask us to put your name on our internal company “do not call,” “do not mail,” or “do not knock” list.

### **HOW TO ACCESS AND CORRECT THE INFORMATION IN OUR RECORDS**

Part of our commitment to transparency includes giving our customers access to the personally identifiable information we have about them. If you subscribe to Xfinity Services, you have the ability to see and correct your personally identifiable information through the My Account or Xfinity Home portals.

If you are a California resident, you may have additional rights described in the “Special Information Regarding California Residents’ Privacy Rights” section of this Privacy Policy.

#### **Learn more about how to access personally identifiable customer information**

If you subscribe to an Xfinity Service, you may correct or update information by visiting the My Account portal or by contacting us as described below. If you are an Xfinity Home customer, you can visit the subscriber portal at [xfinity.com/xhportal](http://xfinity.com/xhportal) anytime. We will correct our records once we have verified that the changes you request are proper.

If you subscribe to Xfinity TV, Internet, or Voice services and would like to see your own personally identifiable information, other than your customer proprietary network information ("CPNI"), you may do so at your local Comcast office. To do so, please contact us by email at [Comcast\\_Privacy@comcast.com](mailto:Comcast_Privacy@comcast.com) or by phone at 1-800-XFINITY, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment during regular business hours. You will need to have proper identification and will only be able to see the personally identifiable information in your account and no other account.

If you make a written request for a copy of your Xfinity Voice or Mobile CPNI, we will provide you with the relevant information we have by mailing it to your account address, or to any person authorized by you, if we reasonably believe the request is valid. However, subscribers to our Xfinity Voice and Mobile Services should be aware that we generally do not provide them with records of any inbound or outbound calls or other records that we do not furnish in the ordinary course of business (for example, as part of a bill) or which are available only from our archives, without valid legal process such as a court order. In addition, we cannot correct any errors in customer names, addresses, or telephone numbers appearing in, or omitted from, our or our vendors' directory lists until the next available publication of those directory lists. Further, we may have no control over information appearing in the directory lists or directory assistance services of directory publishers or directory assistance providers that are not owned by us.

Comcast reserves the right to charge you for the reasonable cost of retrieving and photocopying any information or documents that you request, where permitted by law.

## **YOUR RIGHTS AND OUR LIMITATIONS UNDER FEDERAL LAWS**

The federal Cable Act imposes limitations on our collection and sharing of information that personally identifies you when you subscribe to Services that use the facilities of the Comcast cable system. The Communications Act imposes restrictions on our use and sharing of CPNI when you use Services that are deemed telecommunications services.

### **Learn more about your rights and our limitations under federal laws**

#### **The Cable Act and Personally Identifiable Information**

This Privacy Policy is designed to comply with Section 631 of the Cable Communications Policy Act of 1984, as amended, (the "Cable Act"). The Cable Act permits Comcast to use the cable system to collect personally identifiable information about you. Personally identifiable information is information that identifies you specifically; it does not include de-identified, anonymous, aggregate, or other data that does not identify you. We may collect personally identifiable information when it is necessary to render cable services or other services to you and to detect unauthorized reception or use of the services. We may use the cable system to collect personally identifiable information about you for additional purposes with your prior written or electronic consent. The Cable Act also permits Comcast to disclose personally identifiable information if the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided to you; required by law or legal process; or limited to your name and address, subject to your opt-out consent. The frequency of any disclosure of personally identifiable information varies in accordance with our business needs and activities as described in this Policy.

If you believe that you have been aggrieved by any act of ours in violation of the Cable Act or other applicable laws, we encourage you to contact us directly at [Comcast\\_Privacy@comcast.com](mailto:Comcast_Privacy@comcast.com) in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act as applicable with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys' fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.

This Privacy Policy neither supersedes, enhances, nor modifies any arbitration agreement to which you may be bound as a subscriber to one or more of the Services.

#### **The Communications Act and CPNI**

Section 222 of the Communications Act of 1934, as amended (the "Communications Act"), provides additional privacy protections for information about the quantity, technical configuration, type, destination, location, and amount of your use of telecommunications services, including Xfinity Voice and Mobile Services, and the information about those services contained on your bills for those Services. This information is known as customer proprietary network information or "CPNI." CPNI does not include your name, address, or telephone number, which is defined by the Communications Act as "subscriber list information." However, that information is otherwise considered personally identifiable information.

If you are a customer of Xfinity Voice or Mobile Service, or another Service that is subject to these requirements, you have the right, and Comcast has a duty, under the Communications Act and other applicable laws, to protect the confidentiality of your CPNI. In addition, the FCC's rules provide additional privacy protections and choices regarding use and sharing that are specific to our Voice and Mobile service that we describe in this Policy.

## **SPECIAL INFORMATION REGARDING CALIFORNIA RESIDENTS' PRIVACY RIGHTS**

The California Consumer Privacy Act of 2018 ("CCPA") provides California residents with rights to receive certain disclosures regarding the collection, use, and sharing of "Personal Information," as well as rights to access, delete, and restrict the sale of certain Personal Information we collect about them. You may submit a request to exercise these rights by visiting <https://www.xfinity.com/privacy/requests> or calling us at 1-844-963-0138. The CCPA defines "Personal Information" to mean "information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household." If you are a California resident, you have a right not to receive discriminatory treatment for the exercise of the privacy rights conferred by the CCPA.

Residents of the State of California also have the right to request information regarding third parties to whom the company has disclosed certain categories of personal information during the preceding year for the third parties' direct marketing purposes under California's "Shine the Light" law (Cal. Civ. Code §1798.83). Personal information under this California law means "any information that when it was disclosed identified, described, or was able to be associated with an individual." We do not disclose this type of personal information to third parties for their own purposes and we permit you to opt out of any disclosures of non-identifiable personal information. However, if you are a California resident and would like to inquire further, please email [Comcast\\_Privacy@comcast.com](mailto:Comcast_Privacy@comcast.com).

We do not knowingly allow others to collect personally identifiable information about your online activities over time and across third-party websites when you use our online Services. Because definitions and rules for a "Do Not Track" standard have not yet been established, including whether such signals must be user-enabled, Comcast does not yet respond to "Do Not Track" signals sent from browsers. For more information about cookies and other online tracking technologies, please visit our Cookie Notice (<https://www.xfinity.com/privacy/policy/cookie/notice>); to manage your preferences, please visit the Xfinity Privacy Preferences Center ([www.xfinity.com/privacy/manage-preference](http://www.xfinity.com/privacy/manage-preference)).

### **Learn more about your rights if you are a California resident and how to exercise them**

#### **Collection and Use of Personal Information**

The general section of this Privacy Policy describes the types of personal information we collect, how we collect it, and how we use it in categories that are easy to understand. The CCPA requires us to disclose the personal information we have collected about consumers in the past 12 months in the following categories. Some of the categories include very different types of information within the same category. As a result, how we use and how long we keep the information within each category will vary, and not all types of information within the same category will be used for all the purposes listed.

# ① DEFINITIONS, EXAMPLES & MORE INFORMATION

Categories	Examples	Collected or Created	Source	Purpose of collection and use
<b>Identifiers</b>	Name, alias, postal address, unique personal identifier, online identifier, Internet protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers	Yes	Directly from you when you provide it to us, such as when you create an account From our systems when we generate the information and assign it to you, such as your account number or your IP address	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services
<b>Additional categories of information listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))</b>	A name, signature, Social Security number, physical characteristics or description, address, telephone number, driver's license or state identification card number, education, employment, bank account number, credit card number, debit card number, or any other financial information. Some personal information included in this category may overlap with other categories	Yes	Directly from you when you provide it to us, such as when you create an account or pay for your Services From third parties who make inferences regarding your household, such as the education level	To offer or provide our products and Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services
<b>Protected classification characteristics under California or federal law</b>	Age (40 years or older), national origin, marital status, gender, veteran or military status	Yes	Directly from you when you provide it to us, such as when you sign up for an offer for veterans From third parties who make inferences regarding your household, such as marital status or the age ranges of people within your household	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services
<b>Commercial information</b>	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies	Yes	From you when you complete transactions with us From third parties	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services
<b>Biometric information</b>	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, scans of the hands or face geometry, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data	Yes	Directly from you when you provide it to us, such as when you seek to authenticate your identity From our systems when you opt in to certain features of our Services, such as Xfinity Home security, that may collect information and generate inferences about physical patterns to deliver Services and applicable features that you have selected	To provide our Services To verify your identity To make improvements to our existing Services and create new products, services, or features To protect the health and safety of our customers, employees, contractors, or the general public
<b>Internet or other electronic network activity information</b>	Browsing history, search history, and information regarding your interaction with an internet website, application, or advertisement	Yes	From our systems when you use or interact with our Services From third parties	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To personalize our Services and to provide marketing and advertising, when you use our websites like <a href="http://Xfinity.com">Xfinity.com</a> or <a href="http://ComcastBusiness.com">ComcastBusiness.com</a> or apps (see our Cookie Notice). Such information is not collected from our broadband network through the provision of Xfinity Internet or Xfinity Mobile
<b>Geolocation data</b>	Precise physical location or movements	Yes	From our systems when you use or interact with Services that collect this information, such as Xfinity Mobile or the Xfinity Mobile apps and websites	To provide our Services To make improvements to our existing Services To personalize our Services and to provide marketing and advertising, when such information is not collected from our provision of Xfinity Internet or Xfinity Mobile
<b>Sensory data</b>	Audio, electronic, visual, thermal, olfactory, or similar information	Yes	From our systems when you opt in to certain features of products and services that may collect information and generate inferences about physical patterns, such as Xfinity Home security features or when you use the X1 Voice Remote to deliver Services and applicable features that you have selected	To provide our Services To make improvements to our existing Services and create new products, services, or features

Categories	Examples	Collected or Created	Source	Purpose of collection and use
<b>Inferences drawn from other personal information</b>	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes	Yes	From our systems through a series of computer processes	To offer or provide our Services To make improvements to our existing Services and create new products, services, or features To provide marketing and advertising To personalize our Services

#### Disclosures to Third Parties for a Business Purpose

We limit disclosures of Personal Information for business purposes to service providers, as described above.

#### Sale of Personal Information and Right to Opt Out

The CCPA requires companies to include certain disclosures including "Do Not Sell My Info" links on their websites and mobile applications. We do not sell information that identifies who you are to anyone. To opt out of the sale or sharing of non-identifying information, please visit the Xfinity Preferences Page ([www.xfinity.com/privacy/manage-preference](http://www.xfinity.com/privacy/manage-preference)). Please note that your right to opt out does not apply to our sharing of data with service providers, with whom we work and who are required to use the data only on our behalf.

Categories	Examples	Categories of Third Parties to Whom PI was "Sold"
<b>Identifiers</b>	Unique personal identifier, online identifier, internet protocol address, or other similar identifiers	Affiliates, advertising networks, data analytics providers, social networks, and audience measurement companies
<b>Internet or other electronic network activity information</b>	Information regarding your interaction with an internet website, application, or advertisement	Affiliates, advertising networks, data analytics providers, social networks, and audience measurement companies

#### Right to Know and Right to Request Deletion of Information

California residents have the right to request that we disclose what personal information we collect, use, and sell, as well as the right to request that we delete certain personal information that we have collected from you. To start this process, go to <https://www.xfinity.com/privacy/requests>. For your security and to ensure unauthorized third parties do not access your personal information, we will require you to verify your identity before we can act on your request. If you are a current customer or still have access to your Xfinity My Account, you will be required to authenticate through your Xfinity account. If you do not have an account with us, you will be required to provide an email address and mobile phone number to start the verification process. You may also be required to provide a qualified government-issued photo identification. If you are asking for access on behalf of someone else, we will require verification of your identity, as well as proof of authorization by the individual whose personal information you wish to access.

There may be information we will not return in response to your access request, such as information that would affect the privacy of others or interfere with legal requirements. Similarly, there may be reasons why we cannot comply with your deletion request, such as the need to keep your personal information to provide you service or to fulfill a legal obligation.

#### Right to Information Regarding Participation in Data Sharing for Financial Incentives

We may run promotions from time to time and ask you to share personal information with us in exchange for discounts. For example, we may offer a one-time discount if consumers sign up for our email marketing list. We will always give you clear notices about these types of programs when you sign up, and participation is always voluntary. If you change your mind, you will always be able to opt out, and if you don't participate, you will still be able to use our Services.

#### How to Submit a Request

You may submit a request to exercise your rights by:

- (1) Visiting <https://www.xfinity.com/privacy/requests>.
- (2) Calling us at 1-844-963-0138.

### SPECIAL INFORMATION REGARDING MAINE RESIDENTS' PRIVACY RIGHTS

Maine's Broadband Internet Access Service Customer Privacy Act generally prohibits providers of broadband Internet access service ("Providers") from using, disclosing, selling or permitting access to "customer personal information"① without a customer's express, affirmative consent, which may be revoked at any time.

However, no consent is required for the collection, retention, use, disclosure, or sale or access to customer personal information when such activities are required to:

- Provide the service from which such information is derived or for the services necessary to the provision of such service;
- Advertise or market the Provider's communications-related services to the customer;
- Comply with a lawful court order;
- Initiate, render, bill for and collect payment for broadband Internet access service;
- Protect users of the provider's or other providers' services from fraudulent, abusive or unlawful use of or subscription to such services; or
- Provide geolocation information concerning the customer:
  - For the purpose of responding to a customer's call for emergency services, to a public safety answering point; a provider of emergency medical or emergency dispatch services; a public safety, fire service or law enforcement official; or a hospital emergency or trauma care facility; or
  - To a provider of information or database management services solely for the purpose of assisting in the delivery of emergency services in response to an emergency.

A Provider may not refuse to serve a customer who does not provide consent when required or charge a customer a penalty or offer a customer a discount based on the customer's decision to provide or not provide consent.

A Provider shall take reasonable measures to protect customer personal information from unauthorized use, disclosure or access, taking into account the nature and scope of the Provider's activities, the sensitivity of the data the provider collects, the size of the Provider, and the technical feasibility of the security measures.

In addition, a Provider may use, disclose, sell, or permit access to non-CPI, unless the customer opts out.

If you are an Xfinity customer, you can manage your account information and review your privacy settings at [www.xfinity.com/privacy/manage](http://www.xfinity.com/privacy/manage). To review the full Xfinity privacy policy, visit [www.xfinity.com/privacy](http://www.xfinity.com/privacy). To learn more about our privacy commitments, including our commitment to protect your privacy when you use our broadband Internet service, please visit <https://www.xfinity.com/privacy/our-commitment>.

### CHANGES TO THIS PRIVACY POLICY

We may change this Privacy Policy over time as our business needs and those of our customers change. If we make material changes to this Privacy Policy that increase our rights to use personal information that we have previously collected about you, we will notify you through written, electronic, or other means so that you can make any necessary decisions

about your ongoing use of our Services.

## HOW TO CONTACT US WITH QUESTIONS ABOUT THIS PRIVACY POLICY

- **Send Us a Message:** [Comcast\\_Privacy@comcast.com](mailto:Comcast_Privacy@comcast.com)

Be sure to include your name and address, your Comcast account number, and a daytime telephone number where we can reach you.

## MORE INFORMATION ABOUT SOME OF THE TERMS AND PHRASES USED IN THE POLICY

Below you can find illustrative examples and more information about the terms used in the policy that have ⓘ next to them.

**Personal Information:** Includes any information that is linked or reasonably linkable to you or your household.

**Xfinity products, services, networks and platforms:** This includes the Xfinity-branded products and services and other Comcast services that link to this Privacy Policy, including: Xfinity® TV & Streaming, Xfinity Internet, xFi and Xfinity Advanced Security, Xfinity Voice, Xfinity Stream app, Xfinity Wi-Fi service, Xfinity Home, Xfinity Mobile, Xfinity Flex.

**Comcast-branded products and services:** This includes Comcast services such as Effectv and Comcast Business Services, which are part of Comcast Cable.

**Third parties:** Third parties are other companies that collect or maintain information about you and share it with us, such as credit bureaus who share information with us when you sign up for service and consent to a credit check.

**Respond to your requests:** In order to provide better customer service, we keep track of when you contacted us, what the issue was and what is the best way to get in contact with you.

**Tailor our services:** We collect data from third parties to better understand your interests and provide personalized offers.

**Photographs:** We may take a picture of your porch or doorstep with the equipment we deliver to you or aerial photographs of our network to assess network safety and compliance.

**Video selection and viewing activity:** When you use the video services we directly provide, such as Xfinity TV and the Xfinity Stream App, we know what video selection you made in order to deliver it to you. When you access content from third-party applications on the X1 or Flex platform, we will only know that you accessed that application, not what you do within it.

**To help us authenticate you:** Some of our services can only be provided in certain geographic areas and require us to know that you are physically located at your service address in order to use them or access information.

**DNS:** The address book of the Internet is known as DNS, or Domain Name System. It's how people navigate the Internet. Millions of Comcast customers look up billions of addresses online every day. We delete the DNS queries generated by our Internet customers every 24 hours except in very specific cases where we need to research a security or network performance issue, protect against security threats, or comply with a valid legal request. You may decide to keep that information in your account longer when you enable certain features, such as our advanced security services that allow you to see the websites that are blocked for up to 30 days. But we've never used that data for any sort of marketing or advertising – and we have never sold it to anyone.

**Network traffic activity:** Where you go in the Internet is your business, not ours. We de-identify our customer's network traffic activity within 24 hours and then only use that de-identified information to study our network data to assess how the network is performing, understand trends, stay ahead of capacity demands, and build, test, and improve our products and services. We do that with only a small sample of network data that is aggregated and never identifiable to any customer.

**Xfinity Mobile:** We don't sell, and have never sold, your location data when you use our Xfinity Mobile service.

**Mobile apps:** If you are using a mobile device to access our Services, we may need to know the location of your mobile device or other device in which you have installed one of our applications for certain functionality, such as connecting you to a nearby Xfinity WiFi Hotspot. We will request your consent to collect and use precise geolocation information before we do so. You can prohibit the collection of this information through your device's settings (see "Your Choices"), but doing so may limit certain functions and features of our Services.

**Demographic:** Information like gender, age, and census records.

**Interest:** Information that indicates your interest in things like sports, travel, or cooking.

**Purchase:** Information from loyalty program or public records.

**Facebook:** If you interact with our Services on a device through which you also interact with social networks or if you interact with us through a social media function such as a plug-in (for example, a Facebook "like" button) then you may be permitting us to have on-going access to some information from your social network profile (such as your name, email address, your friend list, photo, age, gender, location, birthday, social networking ID, current city, the people/sites you follow, and so forth). If you don't want a social network to collect the information about you as described above, or you don't want a social network to share it with us and other third parties, please review the privacy settings and instructions of the applicable social network before you interact with our Services.

**Measurement and analytics reports for us and others:** We and service providers who work on our behalf may combine and use data from our business records – including account information, video activity data, and other usage data – with data from third parties to create measurement and analytics reports. These reports are de-identified or aggregated and do not contain any information that personally identifies you.

We use these reports for many of the purposes described in the Privacy Policy, such as for improving the Services, creating and delivering more personalized advertising on behalf of Comcast and other third parties, determining whether and how an advertiser's messages are viewed, and analyzing the effectiveness of certain advertisements on the Comcast Services and other platforms and services. We also use these reports to work with academic or research groups, and for other uses that help us develop and fund improvements in services and infrastructure. We may share these reports with programmers, advertisers, or others. To learn about the choices you have with respect to our use of your information for these purposes, visit the Xfinity Privacy Preferences Center ([www.xfinity.com/privacy/manage-preference](http://www.xfinity.com/privacy/manage-preference)).

**Opt-in or opt-out settings:** For example, if we share personal information that does not personally identify you with others for their own use, we will first give you the choice to opt out of such sharing. In other instances, you may want us to share your name, physical address, or email address with another company, such as when you are signing up for a third-party service through our X1 or Flex Platform. In that instance, we will make sure you give us clear direction to do so, before we pass that information on.

**Identifies you:** We may share de-identified or aggregate information that in no way identifies you with third parties when those third parties commit to not re-identify that information or share it with others who may attempt to do so, including for academic and other research.

**Information that personally identifies you:** Personally identifiable information includes things like your name, phone number, physical address, or email address.

**Another company:** For example, when you are signing up for a third-party service through our X1 or Flex Platform, you may ask us to share contact information to help you register or log on. Or if you were interested in a product you saw advertised on television and wanted to share your contact information so that the product provider could send you more information, we might present that option to you.

**Vary:** For example, the CCPA puts name and social security number in the same category. We may use your name to send you marketing materials for our products, but we will not use your Social Security Number for marketing or advertising.

**Customer personal information:** (1) Personally identifying information about a broadband customer, including but not limited to the customer's name, billing information, social security number, billing address and demographic data; and (2) Information from a customer's use of broadband Internet access service.

# Política de Privacidad de Comcast Xfinity

Vigente a partir del 4 de diciembre de 2020

Sabemos que le importa su privacidad y la protección de su información personal<sup>1</sup>. Sabemos también que tenemos la responsabilidad de ser transparentes acerca de cómo protegemos su información. Diseñamos esta Política de privacidad con ese fin precisamente. En ella se explican los tipos de información personal que recopilamos y cómo recogemos, utilizamos, mantenemos, protegemos y compartimos dicha información. Esta Política de privacidad también le informa sobre los derechos y opciones que tiene con respecto a su información personal.

Parte de lo que afirmamos en nuestra Política de privacidad es requerido por ley y en ocasiones podrá parecer largo y complicado, pero nos hemos esforzado en tratar de que sea fácil de entender y de ofrecerle ejemplos siempre que sea posible. El Centro de privacidad de Xfinity ([www.xfinity.com/privacy](http://www.xfinity.com/privacy)) incluye más información sobre:

- Cómo revisar y administrar su información personal y la actividad de su cuenta
- Cómo configurar sus preferencias de marketing y publicidad, y optar por no compartir cierta información
- Cómo nuestros productos y servicios le ayudan a protegerse
- Cómo puede protegerse mejor en línea

Usted puede revisar esta Política de privacidad y la información del Centro de privacidad de Xfinity en cualquier momento.

Si aún tiene dudas, puede contactarnos<sup>1</sup> para obtener más información.

## CUÁNDO CORRESPONDE ESTA POLÍTICA DE PRIVACIDAD

Esta Política de privacidad corresponde a la información que recopilamos cuando usted utiliza los productos, servicios, redes y plataformas de la marca Xfinity<sup>2</sup>, incluso nuestros sitios web y aplicaciones móviles. La Política también corresponde a otros productos y servicios de la marca Comcast<sup>3</sup> que contienen un enlace a la misma. En este documento nos referiremos a estos como nuestros "Servicios". Corresponde además a la información acerca de usted que recopilamos de terceros. Esta Política de privacidad **no** corresponde a productos, servicios, sitios web y aplicaciones móviles que no son de Xfinity, a los que usted podría acceder o que podría utilizar a través de las plataformas de Xfinity.

### Obtenga más información sobre los casos en que corresponde la Política de privacidad

Dado que esta Política de privacidad describe las prácticas de privacidad de todos nuestros Servicios, es posible que ciertas partes de ella no correspondan en su caso. Por ejemplo, si no se suscribe a Xfinity Voice (servicio de telefonía domiciliar) o a Xfinity Mobile, no recopilaremos información sobre los detalles de sus llamadas. Del mismo modo, si no se suscribe a Xfinity Home, no recopilaremos información sobre los eventos de seguridad de su hogar.

Algunos de los Servicios podrían tener prácticas de seguridad adicionales que se describirán de distintas maneras (por ejemplo, en un contrato independiente relacionado con los Servicios Comerciales de Comcast [Comcast Business Services]). En la medida que existiera una superposición entre esta Política de privacidad y la política de privacidad específica de un Servicio, prevalecerá la política de privacidad o el contrato específicos del Servicio en lo que respecta al mismo.

Esta Política **no** corresponde a los productos, servicios, sitios web y aplicaciones móviles que no son de Xfinity pero que usted podría utilizar a través de las plataformas Xfinity. Por ejemplo, si usted se suscribe a Xfinity Internet y visita un sitio web de noticias o de compras, corresponderá la política de privacidad de ese sitio web. Si se suscribe a Xfinity TV y usa nuestra plataforma Xfinity X1 para acceder a un servicio de *streaming* de otra empresa, la política de privacidad de ese servicio de *streaming* corresponderá a la información que el servicio recopile. Del mismo modo, si conecta el termostato inteligente de su hogar a su servicio de seguridad y automatización Xfinity Home, la política de privacidad de la empresa del termostato inteligente corresponderá a la información que el termostato recopile.

## INFORMACIÓN PERSONAL QUE RECOPIAMOS Y CÓMO LA RECOPIAMOS

Recopilamos su información personal con el fin de proporcionarle nuestros Servicios. Esto puede incluir información que no lo identifica personalmente, como números de equipo, direcciones IP y números de cuenta. También puede incluir información que sí lo identifique personalmente, como su nombre, dirección y número de teléfono. Llamamos "información de identificación personal" o "PII" a cualquier información que lo identifique.

Si usted permite que otras personas utilicen sus cuentas o Servicios de Comcast o Xfinity, también recopilaremos información personal sobre ellas. Si usted no es cliente de Comcast ni Xfinity pero utiliza nuestros Servicios a través de la cuenta de otra persona, recopilaremos información sobre usted, pero es posible que esta no nos identifique quién es usted.

También podemos recopilar información acerca de usted de terceros<sup>1</sup>.

Recopilamos esta información para ofrecerle nuestros Servicios, responder a sus solicitudes<sup>1</sup> y adaptar nuestros Servicios<sup>1</sup> a sus necesidades e intereses.

### Obtenga más detalles sobre la información que recopilamos, junto con ejemplos de la misma

#### Qué información recopilamos

- **Información sobre la cuenta:** información que usamos para identificarlo y/o con el fin de proveerle o mantener su cuenta y Servicios. Esta información podría incluir información biométrica, como grabaciones de audio y escanes faciales, cuando se usa como forma de identificación
- **Estadísticas e inferencias:** información relacionada con su hogar, su cuenta o el uso que hace de los Servicios, así como nuestras predicciones acerca de las cosas que podrían o no ser de su agrado o interés
- **Información de facturación:** información disponible en sus estados de cuenta y otros recibos de pago, incluidas sus transacciones financieras
- **Información de contacto:** información que usamos para mantenernos en contacto con usted, como su nombre completo y su número de teléfono
- **Información demográfica y sobre sus intereses:** información que obtenemos de otras compañías para adaptar mejor nuestros servicios de marketing y publicidad a usted
- **Información sobre actividad en los servicios:** información relacionada con el uso que hace de nuestros Servicios

En algunos casos, California exige que usemos nombres diferentes para describir las categorías de información que recopilamos. Para obtener más información acerca de estas categorías, consulte la Información especial sobre los derechos de privacidad de los residentes de California, más adelante.

#### Cómo recopilamos información personal

Recopilamos información personal sobre usted de distintas formas.

1. Directamente de usted, cuando abre una cuenta o interactúa con nuestro servicio de atención al cliente. Por ejemplo:

- Información de contacto, que puede incluir su nombre, su dirección postal, su dirección de correo electrónico y su número de teléfono
- Credenciales para iniciar sesión en nuestros Servicios, como su nombre de usuario y su contraseña
- Información biométrica, como grabaciones de audio para espectrogramas de voz y escanes faciales, que generamos durante el proceso de verificación de identidad
- Registros de comunicaciones, como los registros de sus llamadas y conversaciones de chat con nuestros representantes de atención al cliente
- Información que usted proporcione al interactuar con nosotros en nuestras páginas de las redes sociales, tableros de mensajes y otros foros, incluidos su nombre de usuario, sus imágenes de perfil y sus comentarios, así como información acerca de nosotros que comparte públicamente
- Fotografías<sup>1</sup> o imágenes de su propiedad

- Información de pago, como información sobre su tarjeta de crédito o débito, u otra información financiera de su cuenta
  - Su número de seguro social
  - Su licencia de conductor, tarjeta de identificación estatal u otra forma de identificación
  - Documentos legales, como documentación relativa a la autorización para actuar en nombre de otra persona
2. Cuando usa nuestros Servicios o interactúa con ellos. Por ejemplo:
- Actividad de selección y visualización de videos de su hogar y en los dispositivos① cuando usa nuestros Servicios
  - Comandos de voz y grabaciones de audio registrados a través de dispositivos activados por voz que son parte de los Servicios, como Voice Remote
  - Información de geolocalización (que indica dónde se encuentra en un determinado momento en función de su dirección de servicio) para ayudarnos a autenticar① su acceso a ciertos servicios de nuestra plataforma
  - Direcciones IP, identificadores de dispositivos y direcciones de red de los equipos cuando los dispositivos se conectan a nuestros Servicios
  - Información sobre la actividad de dispositivos y usuarios, como información sobre las cosas que busca y durante cuánto tiempo usa nuestros sitios web y aplicaciones, que se recopila mediante cookies y otras tecnologías (Aviso sobre cookies: <https://www.xfinity.com/privacy/policy/cookie/notice>)
  - Búsquedas en servidores de nombre de dominio (DNS)① y actividad de tráfico de red① cuando usa Servicios nuestros como Xfinity Internet, Xfinity Mobile o Xfinity WiFi
  - Información de geolocalización, que indica dónde se encuentra su dispositivo en un momento determinado, cuando usa Xfinity Mobile① o habilita esa función en nuestras aplicaciones móviles①
  - Información general sobre su ubicación, como la ciudad o el código postal que se correlaciona con la ubicación de un punto de acceso al servicio de WiFi o con la licencia de la dirección IP de su dispositivo cuando usa Xfinity Internet o Xfinity WiFi
  - La cantidad, configuración técnica, tipo, características, historial de llamadas y frecuencia de su uso de los servicios de voz (conocida como información de red específica del cliente o CPNI)
  - Grabaciones de video y audio (si ha activado estas funciones) cuando usa el servicio de seguridad y automatización Xfinity Home
3. De terceros, tales como:
- Agencias de informes crediticios que proveen puntajes crediticios, protección contra fraudes y otros servicios
  - Propietarios de inmuebles que proveen información de contacto y de otro tipo
  - Organismos gubernamentales que proporcionan registros públicos
  - Proveedores de datos sobre consumidores que ofrecen información demográfica①, sobre intereses①, sobre compras① y de otro tipo, que usamos para adaptar nuestro marketing y comunicaciones a sus intereses
  - Redes sociales y otros datos disponibles públicamente como en Facebook①
  - Empresas de publicidad en red que podrían compartir información sobre las iniciativas de marketing y los anuncios que ha visto o en los que ha hecho clic

## **CÓMO Y CUÁNDO USAMOS LA INFORMACIÓN, INCLUSO PARA FINES DE MARKETING Y PUBLICIDAD**

Utilizamos la información que recopilamos para proporcionarle nuestros Servicios y comunicarnos con usted. También la usamos para mejorar nuestros Servicios, desarrollar nuevos productos y servicios, dar recomendaciones, ofrecer marketing y publicidad personalizados para nuestros propios productos y servicios y los de terceros, investigar robos y otras actividades ilegales, y garantizar un entorno seguro en línea.

Podemos combinar información a través de todos nuestros sistemas, plataformas y bases de datos. Eso incluye la combinación de la información que recibimos de terceros y la información sobre el uso que usted hace de nuestros Servicios. También podremos combinar información sobre su uso de un determinado Servicio con la que obtenemos de su uso de otro Servicio.

### **Obtenga más información sobre el uso que hacemos de su información y vea ejemplos**

#### **Para ofrecer los Servicios**

- Establecer su cuenta y administrarla
- Estimar los riesgos crediticio y de pago
- Prestar los Servicios
- Facturar
- Autenticar el acceso a su cuenta, incluso verificación de identidad
- Administrar la red y los dispositivos en que se basan nuestro servicio y sistemas, y otras operaciones y mantenimientos
- Brindar asistencia técnica
- Asistir en las actualizaciones de hardware y software para los dispositivos y sistemas

#### **Para comunicarnos con usted**

- Responder a sus preguntas
- Personalizar nuestras comunicaciones
- Enviarle anuncios relacionados con el servicio

#### **Para entender cómo usa nuestros Servicios y mejorarlos**

- Entender el uso de nuestros Servicios actuales
- Identificar y desarrollar nuevos productos y servicios
- Crear informes sobre mediciones y estadísticas para nosotros y para terceros①

#### **Para ofrecer recomendaciones y presentar material publicitario pertinente**

- Comercializar los servicios
- Recomendarle películas o programas de televisión
- Mostrarle qué productos y servicios creemos que podrían ser de interés para usted
- Ayudar a terceros anunciantes y programadores a ofrecer anuncios más pertinentes en nuestros Servicios y otros servicios y plataformas

#### **Para investigar casos de robo u otras actividades ilegales, para garantizar un entorno en línea seguro y para proteger la salud y la seguridad**

- Detectar el uso no autorizado o indebido de los Servicios
- Proteger a nuestros clientes contra el uso fraudulento, abusivo o ilegítimo de los Servicios
- Proteger nuestros derechos, a nuestro personal y nuestra propiedad
- Cumplir con las leyes vigentes
- Proteger la salud y la seguridad de nuestros clientes, empleados, contratistas o el público en general

## CUÁNDO Y CON QUIÉN COMPARTIMOS INFORMACIÓN

No vendemos, ni hemos jamás vendido a nadie ninguna información que lo identifique a usted o a otros. Esto incluye información sobre su uso de Internet, video o detalles de llamadas. Compartimos la información personal con otros cuando sea necesario para proporcionarle nuestros Servicios. También compartimos información personal con otros:

- Cuando usted nos instruya a hacerlo, incluso para autorizar a otros usuarios en su cuenta
- Cuando sea requerido por la ley o para responder a un proceso legal
- Para proteger nuestras propiedades o derechos, o la seguridad de nuestros empleados, clientes u otros individuos

Solicitaremos su consentimiento antes de compartir su información personal con otras compañías para sus propias actividades de comercialización y publicidad. Dependiendo del tipo de información personal divulgada, esto podría realizarse a través de una opción de inclusión o exclusión<sup>①</sup>.

También podremos compartir información personal que no lo identifique con terceros para sus propios fines de comercialización y publicidad, de lo cual usted puede optar por excluirse. Esto ocurre principalmente cuando interactúa con aplicaciones móviles y sitios web nuestros que contienen cookies de terceros u otros rastreadores publicitarios. Para obtener más detalles sobre esto, lea nuestra Política de cookies en (<https://www.xfinity.com/privacy/policy/cookie notice>).

### **Obtenga más información acerca de cuándo y con quién compartimos información**

#### **La familia de empresas de Comcast**

Si Comcast comparte la información personal que recopila sobre usted con otras empresas de Comcast, como las empresas de la marca NBCUniversal, para sus propios fines de comercialización o publicidad, primero le daremos la opción de aceptar o rechazar que se comparta dicha información en el Centro de preferencias de privacidad de Xfinity ([www.xfinity.com/privacy/manage-preference](http://www.xfinity.com/privacy/manage-preference))

#### **Titulares de cuentas y otros usuarios autorizados**

Podríamos divulgar información sobre la cuenta de un cliente y su uso de un Servicio al titular principal de la cuenta, una vez autenticado debidamente. El titular principal de la cuenta también podría permitir a otros ver información de la cuenta.

#### **Proveedores de servicios**

Con el fin de proporcionar y apoyar los servicios, a veces recurrimos a otras empresas en carácter de proveedores de servicios para transmitir, recopilar, procesar o almacenar información en nuestro nombre. Exigimos a estos proveedores que traten la información que compartimos con ellos como información confidencial y que la utilicen únicamente para prestarnos sus servicios. Estos proveedores incluyen:

- **Proveedores de facturación y cobro**, como procesadores de pagos y organizaciones que nos ayudan a evaluar su situación crediticia y de pagos
- **Proveedores contables, de auditoría e impositivos**
- **Proveedores de seguros**
- **Proveedores de servicios profesionales**, como firmas que ofrecen servicios de consultoría, nos ayudan a mejorar nuestra programación, prestan servicios legales o suministran recursos y asistencia para proyectos específicos
- **Proveedores de servicios estadísticos**, como entidades que analizan el tráfico hacia nuestros sitios web y dentro de ellos, analizan cómo se usan nuestros Servicios, y ayudan a identificar clientes potenciales y comunicarse con ellos
- **Empresas de comercialización, publicidad y ventas** que nos ayudan a crear y llevar adelante programas de comercialización, publicidad y ventas, incluso el procesamiento de pedidos, así como servicios de impresión, correo y comunicaciones electrónicas
- **Proveedores de seguridad**, como las empresas que colaboran con la verificación de incidentes de seguridad y cómo responder a ellos, notificaciones de servicio, prevención de fraudes, verificación y gestión de identidad y autenticaciones
- **Proveedores informáticos**, como empresas que nos ayudan con el diseño, alojamiento y mantenimiento de sitios web, el almacenamiento de datos y software, y las operaciones de red
- **Servicios de atención al cliente**, lo que incluye servicios relacionados con nuestros centros de llamadas y servicios de instalación, mantenimiento y reparación

#### **Terceros**

No vendemos, ni hemos jamás vendido a nadie ninguna información que lo identifique personalmente<sup>①</sup>. Aunque la ley federal lo permite, no divulgamos su nombre ni su dirección a organizaciones no gubernamentales, como entidades benéficas o empresas, para sus propios fines de comercialización.

En ocasiones, usted podía pedirnos que compartamos información que lo identifica personalmente<sup>①</sup> con otra empresa<sup>①</sup>. En tal caso, nos aseguraremos de que nos dé instrucciones claras acerca de qué quiere que compartamos y con quién antes de hacerlo.

La divulgación de información a terceros podría incluir:

##### **Empresas de redes sociales**

Su interacción con ciertas partes de nuestros Servicios podría hacer que se publique información en sus redes sociales. Por ejemplo, usted podría hacer clic en un botón "me gusta" de Facebook, lo que publicaría que "le gusta" uno de nuestros Servicios en su cuenta de Facebook. En las partes de nuestros sitios web que cuentan con funciones de redes sociales, una red social podría recopilar información acerca de usted. Por ejemplo, si una página contiene un botón "me gusta" de Facebook, Facebook podría recopilar datos acerca de su visita a esa página, incluso si no hace clic en el botón "me gusta". Para controlar la divulgación de esta información, revise la política de privacidad de la red social correspondiente o cierre sesión en la red social antes de usar nuestros Servicios.

##### **Socios de publicidad en línea**

Podríamos usar cookies para mostrarle anuncios personalizados cuando visita otros sitios web, los que podrían incluir anuncios basados en los productos y servicios que vio en nuestros Servicios. También permitimos a nuestros socios, incluidos anunciantes y proveedores de servicios, a usar cookies y tecnologías de seguimiento similares cuando usted usa nuestros Servicios. Para obtener más información acerca del uso de cookies y otras tecnologías en nuestros Servicios en línea, consulte la Política de cookies en (<https://www.xfinity.com/privacy/policy/cookie notice>).

##### **Empresas de estadísticas y medición de audiencias**

También colaboramos con socios comerciales que nos ayudan a medir y analizar cómo los clientes utilizan nuestros Servicios. En el caso de video, esto incluye evaluar qué programas son más populares, cuántas personas miran un programa hasta el final, si se miran las publicidades, y qué programación y contenido de video es conveniente ofrecer a través de los Servicios. También incluye determinar cómo prefieren los clientes ver ciertos tipos de programación cuando utilizan nuestros Servicios (por ejemplo, si les gusta ver ciertos programas en vivo o si prefieren verlos por demanda, en dispositivos móviles o en línea). Nuestros socios comerciales pueden compilar esta información en informes con estadísticas combinadas y anónimas que luego se distribuyen comercialmente (por ejemplo, un informe de evaluación que indique qué porcentaje de la audiencia vio un determinado programa en vivo y qué porcentaje lo vio por demanda). Xfinity Stream incluye el software de medición propiedad de Nielsen, que habilita la contribución del usuario a la investigación del mercado, tal como el índice de audiencia de televisión de Nielsen. Visitando [www.nielsen.com/digitalprivacy](http://www.nielsen.com/digitalprivacy) los usuarios pueden acceder a más información sobre el software de medición y conocer sus opciones con respecto a las mediciones de Nielsen.

### Aplicaciones de terceros y empresas asociadas

Cuando usa una aplicación de terceros a través de un dispositivo que forma parte de los Servicios nos está indicando compartir cierta información con el proveedor de la aplicación. Esto incluye, sin limitación, la información necesaria para ejecutar la aplicación y tocar el contenido seleccionado. Cuando usa una aplicación de terceros está interactuando directamente con dicha aplicación, por lo cual corresponden la política de privacidad y los términos de servicio de la misma. Para obtener más información visite <https://my.xfinity.com/privacy/providers>. Ciertas aplicaciones también podrían ejecutarse con tecnología proporcionada por Metrological, una empresa de Comcast, cuyas prácticas de privacidad se describen en <https://www.metrological.com/privacypolicy>.

### Autoridades de seguridad pública

Si tiene nuestro servicio Xfinity Voice, Comcast divulgará su nombre e información de contacto a autoridades de seguridad pública como los servicios 911/E911 y otros servicios de emergencia relacionados.

### Servicios de información sobre abonados, asistencia e identificación de llamadas

Podríamos enviar su nombre, dirección y número de teléfono a editores para que los impriman en directorios y los publiquen en directorios en línea. Una vez que esa información se imprima o se publique en Internet, estará fuera de nuestro control y cualquier persona —incluidos los agregadores de datos— podrá ordenarla, recombinarla y distribuirla nuevamente en diferentes formatos y para diferentes fines, incluidos fines de comercialización. Por un costo adicional, puede optar por tener un número no publicado, lo que significa que Comcast no proporcionará su nombre, dirección ni número de teléfono para que se publiquen en la guía telefónica ni en directorios en línea. También puede optar por publicar su número pero escoger la opción "omitir dirección", lo que significa que no proporcionaremos su dirección postal para su publicación en la guía telefónica ni en directorios en línea. Si contrata el servicio por Internet, seleccione la opción "*non-published*" (no publicado), de lo contrario, llame a 1-800-XFINITY para adherirse a la opción.

También podríamos distribuir su número de teléfono, nombre y dirección a los proveedores de servicios de información sobre abonados (411). Si tiene un número no publicado, Comcast no distribuirá su número a través de tales servicios. Comcast de todos modos podría compartir su nombre y su dirección con el proveedor del servicio 411 si la ley lo exige (pero el proveedor no estará autorizado a compartir su número no publicado).

Nota: aunque la opción de número no publicado excluye su nombre, dirección y número de teléfono de los directorios impresos y en línea sobre los que Comcast tiene control, un número de teléfono no publicado igual podría formar parte de bases de datos que están fuera del control de Comcast. Esto podría ocurrir, por ejemplo, si su número de teléfono o su dirección actuales se habían publicado anteriormente bajo su nombre, o si usted proporcionó esta información a organismos gubernamentales u otras empresas. Una forma de proteger su privacidad podría ser que solicite la asignación de un nuevo número de teléfono (con el que su nombre no haya estado asociado anteriormente). También puede optar por activar el bloqueo de la identificación de llamadas o seleccionar la opción "no llamar".

La identificación de llamadas proporciona su nombre y número de teléfono a la persona que llama, incluso si tiene un número no publicado. El bloqueo de la identificación de llamadas a nivel de línea bloquea automáticamente la identificación de todas las llamadas que realice desde su número de teléfono registrado. Para activar este bloqueo, llame al 1-800-XFINITY. El bloqueo de la identificación de llamada a nivel de llamada individual solo bloquea su nombre y su número de teléfono en llamadas individuales. Para activar este bloqueo, marque \*86 antes de cada llamada que desee bloquear.

### Potenciales compradores de nuestra empresa

En caso de una fusión, compra o venta potencial o efectiva de la totalidad o parte de nuestros activos, la información sobre usted y su suscripción se compartirá o transferirá, en la mayoría de los casos, como parte de la transacción. Esto incluye información que lo identifica personalmente. Si esta Política se modifica a causa de tal transacción, consulte la sección "Cambios a esta Política de privacidad", más adelante.

### Divulgación a organismos gubernamentales cuando lo exija la ley o sea necesario para proteger a Comcast y otros

En ocasiones, la ley podría exigirnos que divulguemos información sobre usted a terceros. Esto podría ocurrir con o sin su consentimiento y con o sin aviso, de conformidad con los términos de procedimientos legales válidos tales como una citación, una orden judicial o una orden de allanamiento.

Si usted se suscribe a nuestro servicio de Xfinity Video, Comcast podría verse obligada a divulgar información que lo identifique personalmente a una entidad gubernamental en respuesta a una orden judicial. En tal caso, la Ley sobre el servicio de cable (Cable Act) exige que se le dé la oportunidad de presentarse en un proceso judicial para disputar toda demanda hecha en respaldo de la orden judicial y que la entidad gubernamental ofrezca evidencia clara y convincente de sospechas razonables de que usted ha estado involucrado en actividades criminales y que la información que se procura conformaría evidencia de importancia en el caso. Para obtener más información, consulte "Sus derechos y nuestras limitaciones en virtud de las leyes federales".

Si usted se suscribe a los Servicios Xfinity Internet, Voice, Mobile o Home security and automation, Comcast podría verse obligada a divulgar información que lo identifique personalmente a una entidad gubernamental en respuesta a una citación, una orden judicial o una orden de allanamiento, en función del tipo de información que se procure. Por lo general, los términos del proceso judicial nos prohíben notificarlo sobre tal divulgación.

Una entidad no gubernamental, tal como un litigante civil, únicamente puede solicitar información que lo identifique personalmente o información sobre el uso que hace de los Servicios Xfinity Video, Internet o Voice con el respaldo de una orden judicial y, de acuerdo con los términos de la Ley sobre el servicio de cable, tenemos la obligación de notificarlo sobre tal orden judicial. Si Comcast se ve obligada a divulgar información que lo identifique personalmente a un tercero privado en respuesta a una orden de un tribunal civil relacionada con estos u otros Servicios, le notificaremos antes de tal divulgación a menos que la ley nos prohíba hacerlo.

También podríamos divulgar información que lo identifique personalmente de conformidad con la ley y sin su consentimiento cuando ello sea necesario para proteger a nuestros clientes, a nuestros empleados o nuestra propiedad; en situaciones de emergencia; o para afirmar nuestros derechos en virtud de nuestros términos de servicio y nuestras políticas.

## CÓMO PROTEGEMOS SU INFORMACIÓN

A fin de evitar el acceso, utilización o divulgación no autorizados de cualquier información personal que recopilamos y guardemos, seguimos las prácticas estándares de la industria para asegurar dicha información. Esas prácticas de seguridad incluyen salvaguardias técnicas, administrativas y físicas, que pueden variar según el tipo de la información y cuán delicada o confidencial sea. Si bien tomamos muy en serio la responsabilidad de salvaguardar su información personal, ninguna medida de seguridad es 100% efectiva y no podemos garantizar que estas prácticas eviten todos los intentos no autorizados de acceder a su información, o de utilizarla o divulgarla. Comcast también toma medidas adicionales para aumentar la seguridad y fiabilidad de las comunicaciones de los clientes. No leemos sus emails entrantes ni salientes, archivos adjuntos, correo de video, chats privados ni mensajes instantáneos. No obstante, nosotros (junto con nuestros proveedores de servicios) utilizamos herramientas de software y hardware para ayudar a prevenir y bloquear correos electrónicos "no deseados" (*spam*), virus, spyware y otras comunicaciones y programas dañinos o no deseados que se envíen y reciban por el correo electrónico de Comcast.net y los Servicios de Comcast. Para ayudar a protegerle a usted y a los Servicios contra estas comunicaciones y programas dañinos o no deseados, estas herramientas pueden escanear automáticamente sus correos electrónicos, correos de video, mensajes instantáneos, archivos adjuntos y otros archivos y comunicaciones. No utilizamos estas herramientas para comercialización ni publicidad.

## POR CUÁNTO TIEMPO CONSERVAMOS SU INFORMACIÓN

Conservamos su información personal durante diferentes períodos de tiempo según el tipo de información y los requisitos comerciales y legales. Por ejemplo, si es un cliente, guardamos información que lo identifique personalmente mientras esté suscrito a uno o más de nuestros Servicios. Si cancela su suscripción a un Servicio, es posible que sigamos

necesitando esa información para requisitos comerciales y legales, como para protegernos contra el fraude, calcular impuestos o responder a solicitudes legales. Otra información se elimina automáticamente después de un determinado período de tiempo, a menudo establecido por ley, a menos que la ley nos obligue a mantenerla por más tiempo, como en el caso de un litigio pendiente. Destruimos, desidentificamos o anonimizamos la información cuando ya no se necesita en forma identificable.

## **OPCIONES QUE TIENE PARA CONTROLAR NUESTRO USO DE LA INFORMACIÓN PERSONAL**

Tiene muchas opciones con respecto a la forma en que nos comunicamos con usted y cómo usamos o compartimos su información. Estas opciones se pueden controlar en el Centro de preferencias de privacidad de Xfinity ([www.xfinity.com/privacy/manage-preference](http://www.xfinity.com/privacy/manage-preference)). Si cambia de opinión, puede actualizar sus preferencias en cualquier momento.

### **Obtenga más información sobre sus opciones de privacidad**

Para su conveniencia, creamos el Centro de preferencias de privacidad de Xfinity, donde usted puede controlar:

- los mensajes y notificaciones relacionados con su cuenta;
- sus preferencias relativas a llamadas, mensajes de texto y correo directo de comercialización;
- sus preferencias relativas a llamadas de venta "puerta a puerta";
- los emails promocionales o de comercialización que Comcast podría enviarle;
- los anuncios publicitarios personalizados de productos y servicios de terceros en función de sus intereses.

Puede revisar sus opciones, obtener más información sobre los tipos de actividades de comercialización de las que puede excluirse y tomar sus decisiones. Si cambia de parecer, puede regresar en cualquier momento para actualizar sus preferencias. Ciertas selecciones están vinculadas a su cuenta, por lo cual podría tener que iniciar sesión en My Account de Xfinity.

Entendemos que, en ocasiones, podría querer hablar con un representante de Comcast que le ayude con sus decisiones. Puede llamar a Comcast al [1-800-XFINITY](tel:1-800-XFINITY) y pedirnos que incluyamos su nombre en las listas internas de "no llamar", "no enviar correo" o "no visitar" de la empresa.

## **CÓMO ACCEDER A LA INFORMACIÓN EN NUESTROS REGISTROS Y CORREGIRLA**

Como parte de nuestro compromiso con la transparencia, damos acceso a nuestros clientes a la información de identificación personal que tenemos sobre ellos. Si se suscribe a los Servicios de Xfinity, puede ver y corregir su información de identificación personal a través de los portales My Account o Xfinity Home.

Si es residente de California, es posible que tenga derechos adicionales descritos en la sección "Información especial sobre los derechos de privacidad de los residentes de California" de esta Política de privacidad.

### **Obtenga más información sobre cómo acceder a la información de cliente que lo identifica personalmente**

Si se suscribe a un Servicio Xfinity, puede corregir o actualizar su información visitando el portal My Account o poniéndose en contacto con nosotros como se indica más adelante. Si es cliente de Xfinity Home, puede visitar el portal para suscriptores disponible en [xfinity.com/xhportal](http://xfinity.com/xhportal) en cualquier momento. Corregiremos nuestros registros después de verificar que los cambios solicitados sean pertinentes.

Si se suscribe a los servicios Xfinity TV, Internet o Voice y quiere ver su propia información que lo identifica personalmente (que no sea su información de red específica del cliente o CPNI), puede hacerlo en su oficina local de Comcast. Para ello, envíe un correo electrónico a [Comcast\\_Privacy@comcast.com](mailto:Comcast_Privacy@comcast.com) o llame al [1-800-XFINITY](tel:1-800-XFINITY) y concédanos un tiempo razonable para encontrar la información (y, de ser necesario, prepararla para que la examine) y para programar una cita durante el horario comercial normal. Deberá identificarse debidamente y únicamente se le permitirá examinar la información en su propia cuenta, no la de otras.

Si solicita por escrito una copia de su CPNI relacionada con los Servicios Xfinity Voice o Mobile, le enviaremos la información pertinente por correo a la dirección que figura en su cuenta o a otra persona que usted autorice, si creemos razonablemente que la solicitud es válida. Sin embargo, los abonados de nuestros Servicios Xfinity Voice y Mobile deben saber que, en general, no proporcionamos registros de llamadas entrantes ni salientes, ni otros registros que no proporcionemos habitualmente como parte de nuestras actividades comerciales (por ejemplo, como parte de una factura) o que estén disponibles únicamente en nuestros archivos, excepto mediante un proceso legal válido, como una orden judicial. Además, no podremos corregir errores que pudiera haber en los nombres, las direcciones o los números de teléfono de los clientes que aparezcan (o se hayan omitido) en los directorios de nuestros proveedores, hasta tanto no se publique la siguiente versión de tales directorios. Tampoco podríamos tener control sobre la información que figure en los directorios o en las listas de servicios de información telefónica de editores o proveedores que no sean de nuestra propiedad.

Siempre que la ley lo permita, Comcast se reserva el derecho de cobrarle una tarifa razonable por obtener y fotocopiar los documentos o información que usted solicite.

## **SUS DERECHOS Y NUESTRAS LIMITACIONES SEGÚN LAS LEYES FEDERALES**

La Ley federal sobre el servicio de cable impone limitaciones a nuestra recopilación y divulgación de información que lo identifique personalmente cuando se suscribe a Servicios que emplean la infraestructura del sistema de cable de Comcast. La Ley de comunicaciones impone restricciones a nuestro uso y divulgación de su CPNI cuando usa Servicios que se consideran servicios de telecomunicaciones.

### **Obtenga más información sobre sus derechos y nuestras limitaciones en virtud de las leyes federales**

#### **La Ley de Cable y la Información de Identificación Personal**

Esta Política de privacidad está diseñada para cumplir con la Sección 631 de la Ley de Política de Comunicaciones por Cable de 1984, según enmendada, (la "Ley de Cable"). La Ley de Cable permite que Comcast use el sistema de cable para recopilar información de identificación personal sobre usted. La información de identificación personal es información que lo identifica a usted específicamente, no incluye información no identificativa, anónima, agregada u otro tipo de datos que no lo identifican a usted. Podremos recopilar información que lo identifique personalmente cuando sea necesario para prestarle servicios de cable u otros servicios y para detectar una recepción o utilización no autorizada de tales servicios. Con su previa autorización por escrito o electrónica, también podremos utilizar el sistema de cable para recopilar información de identificación personal sobre usted para otros fines. La Ley de Cable también permite a Comcast divulgar información de identificación personal si tal divulgación es necesaria para proporcionar o conducir una actividad legítima de negocios relacionada con el servicio de cable u otros servicios que le suministramos, si lo requiere la ley o un proceso legal o si está limitada a su nombre y dirección, sujetos a su consentimiento con opción de exclusión. La frecuencia de cualquier divulgación de información de identificación personal varía de acuerdo con nuestras necesidades y actividades comerciales, según lo descrito en esta Política.

Si usted cree que ha sido perjudicado por una acción nuestra en violación de la Ley de Cable o de otra ley aplicable, le pedimos que nos contacte directamente en [Comcast\\_Privacy@comcast.com](mailto:Comcast_Privacy@comcast.com) para resolver su consulta o inquietud. También puede afirmar las limitaciones que nos impone la Ley de Cable, según correspondan a su información de identificación personal, por medio de una querrela civil para cubrir daños y perjuicios, honorarios de abogados y costos de litigación. También podría tener otros derechos y recursos de conformidad con las leyes federales y otras leyes también pertinentes.

Esta Política de privacidad no sustituye, acrecienta ni modifica ningún acuerdo de arbitraje que lo obligue como suscriptor a uno o más de los Servicios.

#### **La Ley de Comunicaciones y CPNI**

La Sección 222 de la Ley de Comunicaciones de 1934, según enmendada (la "Ley de Comunicaciones"), dispone protecciones adicionales de privacidad para información sobre la cantidad, configuración técnica, tipo, destino, ubicación y monto de su utilización de los servicios de telecomunicaciones, incluyendo los servicios de Xfinity Voice y Mobile, y la

información sobre esos servicios que contiene su factura por los mismos. Esa información se conoce como información de red específica del cliente o CPNI. La CPNI no incluye su nombre, dirección o número de teléfono, que en la Ley de Comunicaciones se define como "información de la lista de suscriptores". Sin embargo, se considera de otra forma que esos datos conforman información de identificación personal.

Si usted es cliente del servicio de Xfinity Voice o Mobile, u otro Servicio que esté sujeto a esos requisitos, tiene el derecho, y Comcast la obligación, conforme a la Ley de Comunicaciones y otras leyes aplicables, de proteger la confidencialidad de su CPNI. Además, las regulaciones de la FCC disponen opciones y protecciones adicionales de privacidad con respecto a la utilización y el intercambio de CPNI que corresponden específicamente a nuestros servicios de Voice y Mobile y que describimos en esta Política.

**INFORMACIÓN ESPECIAL SOBRE LOS DERECHOS DE PRIVACIDAD DE LOS RESIDENTES DE CALIFORNIA**

La Ley de Privacidad del Consumidor de California de 2018 (CCPA) otorga a los residentes de California el derecho a recibir ciertas divulgaciones relacionadas con la recopilación, uso y divulgación de la "Información personal", así como el derecho de acceder a cierta Información personal que recopilamos sobre ellos, eliminarla y limitar la venta de la misma. Para ejercer estos derechos, puede enviar una solicitud ingresando en <https://www.xfinity.com/privacy/requests> o llamándonos al 1-844-963-0138. La CCPA define "Información personal" como "información que identifica a un determinado consumidor u hogar, se relaciona con el mismo, lo describe, o podría asociarse o vincularse razonablemente con él, directa o indirectamente". Si es residente de California, tiene derecho a no recibir un trato discriminatorio por el ejercicio de los derechos de privacidad que le confiere la CCPA.

De acuerdo con la ley de California "Shine the Light" (Cal. Código civil §1798.83), los residentes del estado también tienen derecho a solicitar información sobre terceros a quienes la compañía ha revelado ciertas categorías de información personal durante el año anterior para fines de comercialización directa de tales terceros. Según esta ley, información personal se refiere a "cualquier información que, cuando se divulgó, identificó, describió o pudo asociarse con un individuo". No divulgamos este tipo de información personal a terceros para sus propios fines y le permitimos excluirse de la divulgación de información personal no identificable. De todos modos, si usted es residente de California y desea obtener más información, envíe un email a [Comcast\\_Privacy@comcast.com](mailto:Comcast_Privacy@comcast.com).

No permitimos deliberadamente que otros, con el paso del tiempo, recopilen información de identificación personal sobre sus actividades en línea y en los sitios web de terceros cuando utiliza nuestros Servicios en línea. Debido a que aún no se han establecido definiciones ni reglas para una norma de "No rastrear", ni se ha establecido si las señales del caso deben ser habilitadas por el usuario, Comcast aún no responde a señales de "No rastrear" enviadas desde los navegadores. Para obtener más información sobre cookies y otras tecnologías de rastreo en línea, visite nuestro Aviso sobre cookies (<https://www.xfinity.com/privacy/policy/cookiepolicy>). Para controlar sus preferencias, visite el Centro de preferencias de privacidad de Xfinity ([www.xfinity.com/privacy/manage-preference](http://www.xfinity.com/privacy/manage-preference)).

**Si reside en California, obtenga más información sobre sus derechos y cómo puede ejercerlos**

**Recopilación y uso de información personal**

La sección general de esta Política de privacidad describe, en categorías fáciles de entender, los tipos de información personal que recopilamos, cómo la recopilamos y cómo la usamos. La Ley de Privacidad del Consumidor de California (CCPA) exige que divulguemos la información personal que hemos recopilado sobre nuestros clientes durante los últimos 12 meses en las siguientes categorías. Algunas de estas categorías agrupan tipos de información muy disímiles. Por ello, cómo usamos y durante cuánto tiempo conservamos la información de cada categoría puede variar de una categoría a otra<sup>①</sup> y no todos los tipos de información de una misma categoría se usarán para todos los fines que se enumeran.

**① DEFINICIONES, EJEMPLOS E INFORMACIÓN ADICIONAL**

Categorías	Ejemplos	Recopilada o creada	Fuente	Finalidad de la recopilación y uso
Identificadores	Nombre, alias, dirección postal, identificador personal único, identificador en línea, dirección del protocolo de Internet, dirección de correo electrónico, nombre de la cuenta, número de seguro social, número de licencia de conductor, número de pasaporte y otros identificadores similares	Sí	Directamente de usted, cuando la provee (por ejemplo, al abrir una cuenta) De nuestros sistemas, cuando generamos la información y se la asignamos (p. ej., su número de cuenta o su dirección IP)	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para fines de comercialización y publicidad Para personalizar nuestros Servicios
Otras categorías de información enumeradas en el estatuto de Registros de clientes de California (Cód. Civ. de California § 1798.80(e))	Un nombre, firma, número de seguro social, características o descripción físicas, dirección, número de teléfono, número de licencia de conductor o de tarjeta de identificación estatal, educación, empleo, número de cuenta bancaria, número de tarjeta de crédito, número de tarjeta de débito u otra información financiera. Parte de la información personal incluida en esta categoría podría superponerse con otras categorías	Sí	Directamente de usted, cuando la provee (por ejemplo, al abrir una cuenta o pagar por los Servicios que recibe) De terceros que hacen inferencias relativas a su hogar, tal como el nivel de educación	Para ofrecer o proveer nuestros productos y Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para fines de comercialización y publicidad Para personalizar nuestros Servicios
Características de clasificación protegidas en virtud de las leyes federales o de California	Edad (40 años o más), nacionalidad de origen, estado civil, sexo, condición de veterano o militar	Sí	Directamente de usted, cuando la provee (por ejemplo, al registrarse en una oferta para veteranos) De terceros que hacen inferencias relativas a su hogar, tal como el estado civil o los rangos etarios de las personas de su hogar	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para fines de comercialización y publicidad Para personalizar nuestros Servicios
Información comercial	Registros de propiedad personal, productos o servicios comprados, obtenidos o evaluados u otros antecedentes o tendencias de compra o consumo	Sí	De usted, cuando realiza transacciones con nosotros De terceros	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para fines de comercialización y publicidad Para personalizar nuestros Servicios

Categorías	Ejemplos	Recopilada o creada	Fuente	Finalidad de la recopilación y uso
<b>Información biométrica</b>	Características genéticas, fisiológicas, conductuales y biológicas, o patrones de actividad usados para extraer una plantilla u otro identificador o información que permita identificarlo, como huellas dactilares, imágenes del rostro, escanes de la geometría de las manos o del rostro, espectrogramas de la voz, escaneos del iris o la retina, forma de pulsar teclas, el andar u otros patrones físicos, y datos sobre el sueño, la salud o el ejercicio	Sí	Directamente de usted cuando nos la proporciona, por ejemplo, cuando trata de autenticar su identidad De nuestros sistemas, cuando opta por incluirse en ciertas características de nuestros Servicios, como seguridad de Xfinity Home, que podrían recopilar información y generar inferencias sobre patrones físicos con el fin de proveer los Servicios que ha seleccionado y las características aplicables	Para proveer nuestros Servicios Para verificar su identidad Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para proteger la salud y la seguridad de nuestros clientes, empleados, contratistas o el público en general
<b>Información sobre la actividad en Internet u otra red electrónica</b>	Historial de navegación, historial de búsquedas e información relativa a su interacción con un sitio web, una aplicación o un anuncio en Internet	Sí	De nuestros sistemas, cuando usa nuestros Servicios o interactúa con ellos De terceros	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para personalizar nuestros Servicios y para fines de comercialización y publicidad, cuando usted usa nuestros sitios web, como Xfinity.com o ComcastBusiness.com, o nuestras apps (consulte nuestro Aviso sobre cookies). Tal información no se recopila de nuestra red de banda ancha a través de la provisión de Xfinity Internet o Xfinity Mobile
<b>Información de geolocalización</b>	Ubicación física precisa y movimientos	Sí	De nuestros sistemas, cuando usa Servicios que recopilan esta información (como Xfinity Mobile o las apps y los sitios web de Xfinity Mobile) o interactúa con ellos	Para proveer nuestros Servicios Para mejorar nuestros Servicios actuales Para personalizar nuestros Servicios y para fines de comercialización y publicidad, cuando tal información no se recopila a través de la provisión de Xfinity Internet o Xfinity Mobile
<b>Datos sensoriales</b>	Información de audio, electrónica, visual, térmica, olfativa o similar	Sí	De nuestros sistemas, cuando opta por incluirse en ciertas características de nuestros productos y servicios que podrían recopilar información y hacer inferencias acerca de patrones físicos, como las características de seguridad de Xfinity Home, o cuando usa X1 Voice Remote para acceder a Servicios que ha seleccionado y las características aplicables	Para proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos
<b>Inferencias deducidas a partir de otra información personal</b>	Perfil que refleja las preferencias, características, tendencias psicológicas, predisposiciones, conducta, actitudes, inteligencia, destrezas y aptitudes de una persona	Sí	De nuestros sistemas, a través de una serie de procesos informáticos	Para ofrecer o proveer nuestros Servicios Para mejorar nuestros Servicios actuales y crear productos, servicios o características nuevos Para fines de comercialización y publicidad Para personalizar nuestros Servicios

#### Divulgación a terceros para fines comerciales

La divulgación de información personal a nuestros proveedores de servicios para fines comerciales se limita según descrito anteriormente.

#### Venta de información personal y derecho de exclusión

La CCPA exige a las empresas que incluyan ciertas divulgaciones, como enlaces del tipo "No vender mi información", en sus sitios web y aplicaciones móviles. No vendemos información que lo identifique a personalmente a nadie. Para optar por excluirse de la venta o divulgación de información que no lo identifica, visite la Página de preferencias de Xfinity ([www.xfinity.com/privacy/manage-preference](http://www.xfinity.com/privacy/manage-preference)). Adverta que su derecho de exclusión no corresponde a los datos que compartimos con proveedores de servicios con quienes trabajamos y que tienen la obligación de usarlos exclusivamente en nuestro nombre.

Categorías	Ejemplos	Categorías de terceros a quienes se "vende" información personal
<b>Identificadores</b>	Identificador personal único, identificador en línea, dirección del protocolo de Internet y otros identificadores similares	Empresas afiliadas, redes de anuncios publicitarios, proveedores de servicios estadísticos, redes sociales y empresas de medición de audiencia
<b>Información sobre la actividad en Internet u otra red electrónica</b>	Información relativa a su interacción con un sitio web, una aplicación o un anuncio en Internet	Empresas afiliadas, redes de anuncios publicitarios, proveedores de servicios estadísticos, redes sociales y empresas de medición de audiencia

### **Derecho a conocer la información recopilada y solicitar su eliminación**

Los residentes de California tienen el derecho de solicitar que les informemos qué información personal recopilamos, usamos y vendemos, así como el derecho de solicitar que eliminemos cierta información personal que hemos recopilado acerca de ellos. Para iniciar este proceso, visite <https://www.xfinity.com/privacy/requests>. Para su seguridad y para garantizar que ningún tercero no autorizado pueda acceder a su información personal, le pediremos que verifique su identidad antes de atender sus solicitudes. Si actualmente es cliente o todavía tiene acceso al portal My Account de Xfinity, le pediremos que se autentique a través de su cuenta. Si no tiene una cuenta con nosotros, deberá proporcionarnos una dirección de correo electrónico y un número de teléfono móvil para iniciar el proceso de verificación. También podría tener que presentar una identificación válida, con foto, emitida por el gobierno. Si solicita acceso en nombre de otra persona, deberá verificar su identidad y demostrar que cuenta con la autorización del individuo a cuya información personal desea acceder.

En la respuesta a su solicitud de acceso, podríamos omitir cierta información, como información que podría afectar la privacidad de otros o interferir con exigencias legales. Análogamente, podría haber motivos por lo que podríamos no atender sus solicitudes de eliminación, como la necesidad de conservar su información personal para brindarle un servicio o para cumplir con una obligación legal.

### **Derecho a recibir información relativa a la participación en programas para compartir datos a cambio de incentivos económicos**

Podríamos organizar promociones ocasionalmente y pedirle que comparta información personal con nosotros a cambio de descuentos. Por ejemplo, podríamos ofrecer un descuento por única vez a los clientes que se suscriban a nuestra lista de comercialización por correo electrónico. Siempre le daremos avisos claros sobre este tipo de programas cuando se registre y la participación siempre será voluntaria. Si cambia de parecer, siempre podrá excluirse y el hecho de no participar no afectará su uso de nuestros Servicios.

### **Cómo presentar una solicitud**

Si desea presentar una solicitud para ejercer sus derechos tiene las siguientes opciones:

- (1) Visitar <https://www.xfinity.com/privacy/requests>.
- (2) Llamarnos al 1-844-963-0138.

## **INFORMACIÓN ESPECIAL SOBRE LOS DERECHOS DE PRIVACIDAD DE LOS RESIDENTES DE MAINE**

En términos generales, la Ley de Maine sobre la Privacidad del Cliente en los Servicios de Acceso a Internet de Banda Ancha prohíbe que los proveedores de servicios de acceso a Internet de banda ancha (en adelante, "Proveedores") usen, divulguen, vendan o permitan el acceso a la "información personal del cliente" sin el consentimiento expreso y afirmativo del mismo, quien puede revocarlo en cualquier momento.

Sin embargo, este consentimiento no será necesario para la recopilación, retención, uso, divulgación, venta o acceso a la información personal del cliente cuando estas actividades se requieran para los siguientes fines:

- Prestar el servicio del cual se ha obtenido dicha información o proveer los servicios necesarios para su prestación;
- Anunciar u ofrecer al cliente los servicios del Proveedor relacionados con comunicaciones;
- Cumplir con una orden judicial legal;
- Iniciar, presentar, facturar y cobrar el pago de los servicios de acceso a Internet de banda ancha;
- Proteger a los usuarios de los servicios del proveedor o de los servicios de otros proveedores, contra la suscripción o el uso fraudulento, abusivo o ilegal de tales servicios; o
- Proporcionar información sobre la localización geográfica de un cliente a:
  - Un centro público de atención de llamadas de seguridad; un proveedor de servicios médicos de emergencia o de despacho de emergencia; un oficial de seguridad pública, cuerpo de bomberos o policía; o un centro hospitalario de emergencias o centro de traumatismos, con el fin de responder a la llamada de un cliente para recibir servicios de emergencia, o
  - Un proveedor de servicios de información o de gestión de bases de datos, con el único fin de ayudar en la prestación de servicios de emergencia en respuesta a una emergencia.

Ningún Proveedor podrá negarse a prestar servicios a un cliente por no dar éste su consentimiento cuando se requiera. Tampoco podrá cobrar multas ni ofrecer descuentos en función de la decisión del cliente de otorgar o no su consentimiento.

El Proveedor tomará medidas razonables para proteger la información personal del cliente contra el uso, la divulgación o el acceso no autorizado, teniendo en cuenta la naturaleza y el alcance de las actividades del Proveedor, la sensibilidad de los datos que recopila, la envergadura del Proveedor y la viabilidad técnica de las medidas de seguridad.

Además, el Proveedor podrá usar, divulgar, vender o permitir el acceso a información del cliente que no sea información personal, a menos que el cliente elija lo contrario.

Si usted es cliente de Xfinity, puede controlar la información de su cuenta y revisar su configuración de privacidad en [www.xfinity.com/privacy/manage](https://www.xfinity.com/privacy/manage). Para examinar la política de privacidad de Xfinity en su totalidad, ingrese en [www.xfinity.com/privacy](https://www.xfinity.com/privacy). Para obtener más información sobre nuestros compromisos de privacidad, incluido nuestro compromiso de proteger su privacidad cuando utiliza nuestro servicio de Internet de banda ancha, ingrese en <https://www.xfinity.com/privacy/our-commitment>.

## **CAMBIOS A ESTA POLÍTICA DE PRIVACIDAD**

Podremos cambiar esta Política de privacidad con el tiempo a medida que cambien nuestras necesidades comerciales y las de nuestros clientes. Si hacemos cambios sustanciales, que amplíen nuestros derechos de uso de la información personal que hemos recopilado previamente sobre usted, le notificaremos por escrito, electrónicamente o a través de otros medios para que pueda tomar las decisiones necesarias sobre su uso continuo de nuestros Servicios.

## **CÓMO CONTACTARNOS CON PREGUNTAS ACERCA DE ESTA POLÍTICA DE PRIVACIDAD**

- **Envíenos un mensaje a:** [Comcast\\_Privacy@comcast.com](mailto:Comcast_Privacy@comcast.com)

Asegúrese de incluir su nombre y dirección, su número de cuenta de Comcast y un número de teléfono donde podemos contactarle durante el día.

## **MÁS INFORMACIÓN ACERCA DE ALGUNOS TÉRMINOS Y FRASES UTILIZADOS EN ESTA POLÍTICA**

A continuación, encontrará ejemplos ilustrativos y más información acerca de los términos utilizados en esta política que tienen el símbolo ⓘ a su lado.

**Información personal:** incluye toda información que esté vinculada o pueda vincularse razonablemente con usted o su hogar.

**Productos, servicios, redes y plataformas Xfinity:** abarca los productos y servicios marca Xfinity y otros servicios de Comcast vinculados con esta Política de privacidad, incluidos los siguientes: Xfinity® TV & Streaming, Xfinity Internet, xFi y Xfinity Advanced Security, Xfinity Voice, Xfinity Stream app, Xfinity Wi-Fi service, Xfinity Home, Xfinity Mobile y Xfinity Flex.

**Productos y servicios marca Comcast:** incluye servicios de Comcast como Effectv y los Servicios Comerciales de Comcast (Comcast Business Services), que son parte de Comcast Cable.

**Terceros:** se refiere a otras empresas que recopilan o conservan información acerca de usted y la comparten con nosotros, como agencias crediticias que comparten información con nosotros cuando usted se registra en un servicio y presta su consentimiento para una evaluación crediticia.

**Responder a sus solicitudes:** para brindarle mejor atención, llevamos un registro de las oportunidades en las que nos contactó, cuál fue el asunto y cuál es la mejor forma de

comunicarnos con usted.

**Adaptar nuestros servicios:** recopilamos datos de terceros para entender mejor sus intereses y acercarle ofertas personalizadas.

**Fotografías:** podremos tomar una fotografía de su porche o entrada junto con el equipo que le entregamos o fotografías aéreas de nuestra red con el fin de evaluar la seguridad y conformidad de la misma.

**Actividad de selección y visualización de videos:** cuando usa los servicios de video que ofrecemos directamente, como Xfinity TV y la app Xfinity Stream, sabemos qué video seleccionó para poder entregárselo. Cuando accede al contenido de aplicaciones de terceros en la plataforma X1 o Flex, solo sabremos que accedió a la aplicación, no lo que hace dentro de ella.

**Para ayudarnos a autenticarlo:** algunos de nuestros servicios solo se ofrecen en ciertas regiones geográficas, por lo cual, para usar esos servicios o acceder a información relacionada, necesitamos saber que se encuentra físicamente en su dirección de servicio.

**DNS:** el "directorio de direcciones" de Internet se conoce como "*Domain Name System*", Sistema de Nombres de Dominio o DNS. Así es como las personas navegan en Internet. Millones de clientes de Comcast consultan miles de millones de direcciones en Internet todos los días. Eliminamos las consultas DNS generadas por nuestros clientes de Internet cada 24 horas, excepto en casos muy específicos, cuando necesitemos investigar un problema de seguridad o rendimiento de la red, protegernos contra amenazas de seguridad o atender una solicitud legal legítima. Usted puede decidir mantener esa información en su cuenta durante más tiempo al habilitar ciertas características, como nuestros servicios avanzados de seguridad que le permiten ver los sitios web bloqueados durante un máximo de 30 días. Sin embargo, nunca hemos usado esta información para ningún tipo de comercialización o publicidad ni la hemos vendido a terceros.

**Actividad de tráfico de red:** qué sitios visita en Internet es asunto suyo, no nuestro. Anonimizamos la actividad de tráfico de red de nuestros clientes en el término de 24 horas. Luego, únicamente usamos la información anonimizada para estudiar datos de la red con el fin de evaluar su rendimiento, entender tendencias, anticipar la demanda y desarrollar, probar y mejorar nuestros productos y servicios. Estas tareas se basan en una muestra pequeña de todos los datos de red combinados que nunca permite identificar a un cliente en particular.

**Xfinity Mobile:** no vendemos ni jamás hemos vendido información sobre su ubicación cuando usa nuestro servicio Xfinity Mobile.

**Aplicaciones móviles:** si usa un dispositivo móvil para acceder a nuestros Servicios, podríamos necesitar conocer la ubicación de su dispositivo móvil u otro dispositivo en el que haya instalado una de nuestras aplicaciones para ciertas funciones, como conectarlo a un punto de acceso WiFi Xfinity cercano. Antes de hacerlo, le pediremos su consentimiento para recopilar y usar información de geolocalización precisa. Usted puede usar las opciones de configuración de su dispositivo para negarse a la recopilación de esta información (consulte la sección "Sus opciones") pero, si lo hace, ciertas funciones y características de los Servicios podrían verse limitadas.

**Información demográfica:** información como el sexo, la edad y los registros censuales.

**Información sobre intereses:** información que indica sus intereses en temas como deportes, viajes o cocina.

**Información sobre compras:** información proveniente de programas de fidelidad o registros públicos.

**Facebook:** si interactúa con nuestros Servicios mediante un dispositivo con el que también interactúa con redes sociales, o si interactúa con nosotros mediante una función de una red social como un complemento (por ejemplo, un botón "me gusta" de Facebook), podría autorizarnos a tener acceso continuo a cierta información de su perfil en dicha red social (como su nombre, su dirección de correo electrónico, su lista de amigos, su foto, su edad, su sexo, su ubicación, su cumpleaños, su ID en la red social, su ciudad actual, las personas y los sitios que sigue, etc.). Si no quiere que una red social recopile información como la mencionada sobre usted o no quiere que la comparta con nosotros y otros terceros, examine la configuración de privacidad y las instrucciones de la red social correspondiente antes de interactuar con nuestros Servicios.

**Medición e informes estadísticos para nosotros y para terceros:** nosotros y los proveedores de servicios que operan en nuestro nombre podríamos combinar y usar información de nuestros registros comerciales (incluida información sobre cuentas, datos sobre la actividad de video y otra información sobre el uso) con información de terceros con el fin de crear informes de mediciones y estadísticas. Estos informes están anonimizados o combinados y no contienen ninguna información que lo identifique personalmente.

Usamos estos informes para muchos de los fines descritos en la Política de privacidad, como para mejorar los Servicios, crear y ofrecer publicidad más personalizada en nombre de Comcast y otros terceros, determinar si los mensajes de un anunciante se visualizan y cómo, y analizar la efectividad de ciertos anuncios en los Servicios de Comcast y en otros servicios y plataformas. También usamos estos informes para trabajar con grupos académicos o de investigación y para otros usos que nos ayudan a desarrollar y financiar mejoras en los servicios y la infraestructura. Podríamos compartir estos informes con programadores, anunciantes u otros. Para obtener más información sobre las opciones que tiene en relación con el uso de su información con estos fines, consulte el Centro de preferencias de privacidad de Xfinity ([www.xfinity.com/privacy/manage-preference](http://www.xfinity.com/privacy/manage-preference)).

**Configuración de opciones de inclusión o exclusión:** por ejemplo, si compartimos con otros información personal que no lo identifica personalmente para uso de tales terceros, primero le daremos la opción de excluirse. En otros casos, usted podría querer que compartamos su nombre, dirección física o dirección de correo electrónico con otra empresa (por ejemplo, cuando se suscribe a un servicio de un tercero a través de la plataforma X1 o Flex). En tales casos, nos aseguraremos de que nos dé instrucciones claras antes de compartir esa información.

**Información que lo identifica:** podríamos compartir con terceros información anonimizada o combinada que no lo identifica en forma alguna si dichos terceros se comprometen a no desanonimizar la información ni compartirla con otros que podrían intentar hacerlo, incluso para fines académicos o de investigación.

**Información que lo identifica personalmente:** información que lo identifica personalmente significa datos como su nombre, su número de teléfono, su dirección física o su dirección de correo electrónico.

**Otra empresa:** por ejemplo, cuando se suscribe a un servicio de un tercero a través de nuestra plataforma X1 o Flex, podría pedirnos que compartamos información de contacto para ayudarlo a registrarse o iniciar sesión. O bien, si le interesa un producto que vio anunciado en televisión y quisiera compartir su información de contacto para que el proveedor del producto le envíe más información, podríamos brindarle esa opción.

**Variar (de una categoría a otra):** por ejemplo, la CCPA coloca el nombre y el número de seguro social en la misma categoría. Podríamos usar su nombre para enviarle material de comercialización sobre nuestros productos, pero no usaremos su número de seguro social para fines de comercialización ni publicidad.

**Información personal del cliente:** (1) Información de identificación personal de un cliente de banda ancha, incluidos, entre otros, el nombre del cliente, información de facturación, el número del seguro social, la dirección de facturación y datos demográficos; e (2) Información sobre el uso del servicio de acceso a Internet de banda ancha por parte de un cliente.





Account Number

Billing Date  
Jan 08, 2022Services From  
Jan 15, 2022 to Feb 14, 2022Page  
1 of 3**Hello XXXXXXXXXXXX,**

Thank you for choosing Xfinity.

**Sample - Customer Bill****Your bill at a glance**

Previous balance		\$139.45
Credit card payment - thank you	Dec 17	-\$139.45
<b>Balance forward</b>		<b>\$0.00</b>
Regular monthly charges	Page 3	\$142.40
Taxes, fees and other charges	Page 3	\$6.80
<b>New charges</b>		<b>\$149.20</b>

**Amount due Jan 22, 2022 \$149.20****Need help?**Visit [xfinity.com/customersupport](https://xfinity.com/customersupport) or see page 2 for other ways to contact us.**Your bill explained**

- This bill reflects price changes we notified you about last month.
- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.
- Any payments received or account activity after Jan 08, 2022 will show up on your next bill. View your most up-to-date account balance at [xfinity.com/myaccount](https://xfinity.com/myaccount).

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment

PO BOX 6505  
CHELMSFORD MA 01824

Account number

XXXXXXXXXX

Payment due

Jan 22, 2022

**Please pay****\$149.20****Amount enclosed**

\$

Make checks payable to Comcast  
Do not send cash

Send payment to

COMCAST  
P.O. BOX 70219  
PHILADELPHIA PA 19176-0219

## With My Account, you're in control

Use My Account to easily change, edit, and update your account – from anywhere.

1. **Online:** Sign in at [xfinity.com/myaccount](https://xfinity.com/myaccount)
2. **On your smartphone:** Go to [xfinity.com/apps](https://xfinity.com/apps) to download the free Xfinity My Account app
3. **On your TV:** Open your X1 Main Menu and find the My Account app under Apps



## There's more to explore on X1

Disney+, ESPN+, HBO Max, and Peacock Premium are now available on X1. Use your Voice Remote to discover all the new entertainment these additions bring: shows, movies, sports, and timeless NBC favorites like The Office.



## Contact us

### We're here to help.



#### Chat

Visit [xfinity.com/chat](https://xfinity.com/chat)



#### Social

Tweet us @XfinitySupport



#### App

Download the Xfinity app at [xfinity.com/apps](https://xfinity.com/apps)



#### Phone

Call 1-800-xfinity (1-800-934-6489)



#### Store

At your nearest Xfinity store  
find one at [xfinity.com/storelocator](https://xfinity.com/storelocator)

## Additional information

### Moving?

Visit [xfinity.com/moving](https://xfinity.com/moving) today to help you stay connected to all of your Xfinity services.

### Accessibility:

If you are hearing impaired, call 711. For issues affecting customers with disabilities, call 1-855-270-0379, chat live at [support.xfinity.com/accessibility](https://support.xfinity.com/accessibility), email [accessibility@comcast.com](mailto:accessibility@comcast.com), fax 1-866-599-4268 or write to Comcast at 1701 JFK Blvd., Philadelphia, PA 19103-2838 Attn: M. Gifford.

## Ways to pay



### Looking to shorten your to-do list?

Set up automatic monthly payments and never worry about remembering to pay your bill again.  
Enrolling is fast, easy, and free at [xfinity.com/autopay](https://xfinity.com/autopay).



### Hello paperless billing, goodbye clutter

With paperless billing, you can pay and view your bill online. It's faster, easier and helps cut down the clutter, not the trees! Visit [xfinity.com/ecobill](https://xfinity.com/ecobill) to go green.

## Additional billing information

### Other ways to pay

Visit [xfinity.com/myaccount](https://xfinity.com/myaccount)  
Use the My Account app

## Regular monthly charges \$142.40

<b>Your Xfinity package</b>	<b>\$88.20</b>
<b>TV: Extra</b>	\$66.25
Includes Limited Basic and Expanded Basic (Kids & Family, Entertainment, Sports & News).	
<b>TV: Showtime</b>	\$12.00
<b>TV: HD Technology Fee</b>	\$9.95
<b>Peacock Premium</b> (\$4.99 value)	\$0.00
Included in your Xfinity package on us. Experience timeless movies, TV shows and exclusive originals that you can't not watch. Just say "Peacock" into your Voice Remote to start streaming or visit <a href="https://xfinity.com/peacock">xfinity.com/peacock</a> to learn more.	

<b>Equipment &amp; services</b>	<b>\$17.00</b>
TV Box + Remote	\$17.00
Qty 2 @ \$8.50 each	

<b>Service fees</b>	<b>\$37.20</b>
Broadcast TV Fee	\$23.10
Regional Sports Fee	\$14.10

## Taxes, fees and other charges \$6.80

<b>Other charges</b>	<b>\$6.74</b>
Regulatory Cost Recovery	\$0.08
Franchise Costs	\$0.24
Franchise Fee	\$6.19
MA License Fees	\$0.23

<b>Taxes &amp; government fees</b>	<b>\$0.06</b>
Sales Tax	\$0.06

## What's included?



**TV:** 125+ Channels

Visit [xfinity.com/myaccount](https://xfinity.com/myaccount) for more details

## Additional information

For residential customers, if you are not satisfied with our resolution of a problem with your video service, or if you have a complaint regarding our video prices, you may contact the MA Department of Telecommunications and Cable Consumer Division, 1000 Washington St., Boston, MA 02118-6500. Call 617-305-3531 or 800-392-6066 or email: [consumer.complaints@mass.gov](mailto:consumer.complaints@mass.gov). Local Franchising Authority: (the MA DTC at the above address). The FCC ID for your town is: MA0056.

The Regulatory Cost Recovery fee is neither government mandated nor a tax, but is assessed by Comcast to recover certain federal, state, and local regulatory costs.

**Xfinity TV Update:** Effective December 22, 2021, ACC Network will be added to the Expanded Basic, Sports & News, and Xfinity Latino Starter levels of service.

**TV Update:** On March 1, 2022, VIVID will move from channel 1887 to channel 1889 and Playboy en Espanol will be added to channels 450/1887 and included with a subscription to Playboy.

**TV Update:** Effective December 14th, Universal Living Faith Network was added to ch. 1098.

You have 120 days from the date of this bill to dispute any charges included on this bill.

**Upcoming Programmer Contract Expirations:** Information on upcoming programmer contract expirations can be found at [my.xfinity.com/contractrenewals](https://my.xfinity.com/contractrenewals) or by calling 1-866-216-8634.



## SAMPLE-WORK ORDER

02/07/2022 12:31

Job Receipt (516082)

WoNum: [REDACTED]

Job Number: [REDACTED]

SchdDate: 02/24/2022

Account: [REDACTED]

Phone #: [REDACTED]

Customer: [REDACTED]

Address: [REDACTED]

Services:

Install Codes: \$39.99 2P TV-XI INS  
 \$20.00 2P TV-XI INS  
 \$0.00 1 TV INS \$0  
 \$0.00 X1 FAILEDISK  
 \$0.00 FSIK XI-XV

Tech: 5826

Equip at Location: [REDACTED]

Equip Added:

Equip Removed: Signature:

Payments:

Deposits:

Cust Satisfaction:

This notice is required by the Rules of the Federal Communications Commission. Comcast Digital Voice service (CDV) may have the 911/E911 limitations listed below. I understand and agree to the following: In order for my 911 to be properly directed to emergency services, Comcast must have my correct service address. If I move CDV to a different address without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or CDV (including 911) may fail altogether. CDV uses the electrical power in my home. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails or is exhausted after several hours. Calls, including calls to 911, may not be completed if there is a problem with the network facilities, including network congestion, network/equipment/power failure, or another technical problem. Prior to changing my address, or if I have any 911-related questions, I will call 1-800-Comcast. Comcast will need several business days to update my service address in the E911 system. USE OF CDV AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES YOUR ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE. By signing below, I represent that I am at least 18 years old; I am the owner of, or tenant in, the premises at the above address and that the installation, repair or other work provided has been satisfactorily completed. If this work order relates to the initial installation of services, I acknowledge receipt of the Comcast Welcome Kit which contains the Comcast Residential Customer Agreement, the Comcast Cable Subscriber Policy Notice and other important information about the services. I agree to be bound by the Comcast Customer Agreement which constitutes the agreement between Comcast and me for the services as well as any applicable Comcast acceptable use policies. If other non-installation work was provided, I agree to be bound by the current Comcast Customer Agreement as well as any applicable Comcast acceptable use policies. I authorize Comcast to obtain a credit report from a consumer credit agency in connection with the provision of the services I am receiving. IF I SUBSCRIBE TO COMCAST DIGITAL VOICE, I ACKNOWLEDGE MY RECEIPT AND UNDERSTANDING OF THE E911 NOTICE ABOVE.

Signature: \_\_\_\_\_



## Plymouth, MA

Abington, Aquinnah, Bourne, Carver, Chippaquiddick Island, Chilmark, Duxbury, Edgartown, Falmouth, Halifax, Kingston, Marshfield, Martha's Vineyard, Oak Bluffs, Otis AFB, Pembroke, Plympton, Rockland, Sandwich, Tisbury & West Tisbury, MA

### LIMITED BASIC

2 WGBH (PBS)  
3 NECN  
4 WBZ (CBS)  
5 WCVB (ABC)  
6 WFXT (FOX)  
7 WHDH  
8 WLVI (CW)  
9 WSBE (PBS)  
10 WBTS (NBC)  
11 WGBX (PBS)  
12 QVC  
13,1070 Public Access  
14,1090 Educational Access  
15,98 Government Access  
16,3484 WNEU (TEL)  
17 WSBK (MyTV)  
18 WBPX (ION)  
19 WMFP (IND)  
20,3487 WUTF (UMAS)  
21,3488 WUTF (UNV)  
22,1006 WLNE (ABC)  
23,1657 Daystar  
25,1050 WWJE (IND)  
26 HSN  
29 Jewelry TV  
31,3217 RTPi (Portuguese)  
58 WDPX  
78,184 EWTN  
81 WWDP (IND)  
86 QVC2<sup>1</sup>  
87 QVC3<sup>1</sup>  
89 ShopHQ  
92 RESERVED FOR VIDEO  
95 C-SPAN  
96,1011 WJAR (NBC)  
112 TBN  
156 C-SPAN2  
171-172 Leased Access  
183,1669 CatholicTV  
188,1032,1067 Jewelry TV HD<sup>2</sup>  
189 Leased Access  
400-449 Music Choice  
599,986,1195,3315 WUTF LATV  
702,1002 WGBH HD (PBS)  
704,1004 WBZ HD (CBS)  
705,1005 WCVB HD (ABC)  
706,1025 WFXT HD (FOX)  
707,1007 WHDH HD  
708,1056 WLVI HD (CW)  
710,1010 WBTS HD (NBC)  
711,1044 WGBX HD (PBS)  
712,1066,3310 WUNI HD (UMAS)  
713,1027,3307 WUTF HD (UNV)  
714,1038 WSBK HD (MyTV)

716,1060,3304 WNEU HD (TEL)  
718,1046 WWDP HD (IND)  
720,1062 WMFP HD (IND)  
731,1052 ShopHQ HD<sup>2</sup>  
741,1034 QVC HD  
758,1127 NECN HD  
803,1068 WBPX HD (ION)  
804,1015 HSN HD  
819,1036 WSBE HD (PBS)  
833,1037 QVC2 HD<sup>2</sup>  
835,1053 QVC3 HD<sup>2</sup>  
930,1165 WBZ Start TV  
931,1166 WBZ Dabl  
934,1172 WBTS-LX  
935,1171 WBTS-CoziTV  
936,1174 WHDH ThisTV  
939,1177 WLVI Buzzr  
942,1180 WCVB MeTV  
948,1186 WFXT (Mystery TV)  
949,1187 WFXT Laff TV  
956,1146 WGBH World (PBS)  
958,1147 WGBX Kids (PBS)  
959,1148 WGBX Create (PBS)  
965,1150 WSBE Learn (PBS)  
983,1192,3320 WNEU TeleXitos  
1058 WDPX HD  
1084-1085 Government Access  
1096-1099 Leased Access  
1128 C-SPAN HD<sup>2</sup>  
1129 C-SPAN2 HD<sup>2</sup>  
1550-1599 Music Choice  
1661 TBN HD<sup>2</sup>  
1668 EWTN HD<sup>2</sup>

### KIDS & FAMILY

(INCLUDED IN EXPANDED BASIC, STANDARD+, SELECT+, SIGNATURE+ AND SUPER+ DOUBLE PLAY PACKAGES; STANDARD+ MORE, SELECT+ MORE, SIGNATURE+ MORE AND SUPER+ MORE TRIPLE PLAY PACKAGES)  
42 Freeform  
45 TLC  
47 Disney Channel  
48 Nickelodeon  
74,138 Hallmark Channel  
77 MTV  
83 INSP  
120 National Geographic Channel  
135 UP  
151 Universal Kids  
733,1707 Universal Kids HD  
734,1458 Hallmark Channel HD

747,1728 Nickelodeon HD  
770,1473 National Geographic HD  
783,1715 Disney Channel HD  
784,1742 Freeform HD  
787,1450 TLC HD  
799,1606 MTV HD  
830,1457 UP HD  
1655 INSP HD<sup>2</sup>

### ENTERTAINMENT

(INCLUDED IN EXPANDED BASIC, STANDARD+, SELECT+, SIGNATURE+ AND SUPER+ DOUBLE PLAY PACKAGES; STANDARD+ MORE, SELECT+ MORE, SIGNATURE+ MORE AND SUPER+ MORE TRIPLE PLAY PACKAGES)  
30 Lifetime  
32 USA Network  
39 TNT  
40 HGTV  
41 VH1  
44 Discovery  
51 A&E  
52 Comedy Central  
53 FX  
54 TBS  
55 HISTORY  
56 TV Land  
60 AMC  
62 Animal Planet  
63 Syfy  
65 Bravo  
66,186 truTV  
67 E!  
69 Food Network  
70 BET  
71 Travel Channel  
73,351 NewsNation  
88,1049 HSN2  
104 Investigation Discovery  
105 OWN (Oprah Winfrey Network)  
108 GSN  
109 BBC America  
125 FX  
140 WE tv  
141 Hallmark Movies & Mysteries  
149 GAC Family  
150 TV One  
159 Oxygen  
163 LMN  
730,1492 HGTV HD  
735,1430 truTV HD  
737,1455 Lifetime HD  
738,1459 Hallmark Movies & Mysteries HD

740,1488 Travel Channel HD  
749,1456 LMN HD  
754,1435 Comedy Central HD  
756,1466 E! HD  
761,1434 TBS HD  
762,1478 HISTORY HD  
763,1403 USA Network HD  
764,1404 TNT HD  
765,1449 Discovery HD  
769,1484 Food Network HD  
771,1402 A&E HD  
775,1612 MTV Live HD  
780,1471 Animal Planet HD  
781,1411 Syfy HD  
786,1405 AMC HD  
788,1409 FX HD  
789,1463 Bravo HD  
793,1428 WE tv HD  
798,1607 VH1 HD  
826,1626 TV One HD  
828,1625 BET HD  
831,1444 Investigation Discovery HD  
834,1418 BBC America HD  
837,1465 Oxygen HD  
839,1464 OWN HD (Oprah Winfrey Network)  
840,1410 FXX HD  
1413 G4 HD<sup>2</sup>  
1420 NewsNation HD<sup>2</sup>  
1425 GSN HD<sup>2</sup>  
1426 TV Land HD<sup>2</sup>  
1437 Comedy.TV HD<sup>2</sup>  
1446 Justice Central.TV HD<sup>2</sup>  
1483 Recipe.TV HD<sup>2</sup>  
1620 GAC Family HD<sup>2</sup>  
1627 ASPIRE HD<sup>2</sup>  
1637 Revolt HD<sup>2</sup>

### SPORTS & NEWS

(INCLUDED IN EXPANDED BASIC, STANDARD+, SELECT+, SIGNATURE+ AND SUPER+ DOUBLE PLAY PACKAGES; STANDARD+ MORE, SELECT+ MORE, SIGNATURE+ MORE AND SUPER+ MORE TRIPLE PLAY PACKAGES)  
34 Golf Channel  
35 ESPN  
36 ESPN2  
37 NBC Sports Boston  
38 NESN  
49 HLN  
50 CNN  
57 The Weather Channel  
59,114 MSNBC  
64 FOX News Channel  
72 CNBC  
84 NESN+

85,1256 NBC Sports Boston Overflow  
122 FOX Sports 1  
128 Bloomberg TV  
133 FOX Business Network  
176,394 Tennis Channel  
177 FOX Sports 2  
187 C-SPAN3  
345 ACC NETWORK  
726,1113 MSNBC HD  
727,1102 The Weather Channel HD  
743,1223 Golf Channel HD  
757,1122 Bloomberg TV HD  
759,1112 HLN HD  
760,1111 CNN HD  
772,1205 ESPN HD  
773,1250 NESN HD  
776,1243 MotorTrend Network  
778,1206 ESPN2 HD  
779,1251 NBC Sports Boston HD  
790,1110 FOX News Channel HD  
791,1123 FOX Business Network HD  
792,1121 CNBC HD  
827,1224 Tennis Channel HD  
841,1208 FOX Sports 1 HD  
843,1209 FOX Sports 2 HD  
894,1255 NESN+ HD  
1115 Newsmax TV HD<sup>2</sup>  
1116 Black News Channel HD<sup>2</sup>  
1130 C-SPAN3 HD<sup>2</sup>  
1325 ACC NETWORK HD  
1684 Jewish Broadcasting Service HD<sup>2</sup>

### EXPANDED BASIC

(INCLUDED IN STANDARD+, SELECT+, SIGNATURE+ AND SUPER+ DOUBLE PLAY PACKAGES; STANDARD+ MORE, SELECT+ MORE, SIGNATURE+ MORE AND SUPER+ MORE TRIPLE PLAY PACKAGES. EXTRA INCLUDES EXPANDED BASIC AND LIMITED BASIC)  
30 Lifetime  
32 USA Network  
34 Golf Channel  
35 ESPN  
36 ESPN2  
37 NBC Sports Boston  
38 NESN  
39 TNT  
40 HGTV  
41 VH1  
42 Freeform  
44 Discovery

45 TLC  
47 Disney Channel  
48 Nickelodeon  
49 HLN  
50 CNN  
51 A&E  
52 Comedy Central  
53 FX  
54 TBS  
55 HISTORY  
56 TV Land  
57 The Weather Channel  
59,114 MSNBC  
60 AMC  
62 Animal Planet  
63 Syfy  
64 FOX News Channel  
65 Bravo  
66,186 truTV  
67 E!  
69 Food Network  
70 BET  
71 Travel Channel  
72 CNBC  
73,351 NewsNation  
74,138 Hallmark Channel  
77 MTV  
83 INSP  
84 NESN+  
85,1256 NBC Sports  
Boston Overflow  
88,1049 HSN2  
104 Investigation  
Discovery  
105 OWN (Oprah Winfrey  
Network)  
108 GSN  
109 BBC America  
120 National Geographic  
Channel  
122 FOX Sports 1  
125 FXX  
128 Bloomberg TV  
133 FOX Business Network  
135 UP  
140 WE tv  
141 Hallmark Movies &  
Mysteries  
149 GAC Family  
150 TV One  
151 Universal Kids  
159 Oxygen  
163 LMN  
176,394 Tennis Channel  
177 FOX Sports 2  
187 C-SPAN3  
345 ACC NETWORK  
726,1113 MSNBC HD  
727,1102 The Weather  
Channel HD  
730,1492 HGTV HD  
733,1707 Universal  
Kids HD  
734,1458 Hallmark  
Channel HD  
735,1430 truTV HD  
737,1455 Lifetime HD  
738,1459 Hallmark Movies  
& Mysteries HD

740,1488 Travel  
Channel HD  
743,1223 Golf Channel HD  
747,1728 Nickelodeon HD  
749,1456 LMN HD  
754,1435 Comedy  
Central HD  
756,1466 E! HD  
757,1122 Bloomberg TV HD  
759,1112 HLN HD  
760,1111 CNN HD  
761,1434 TBS HD  
762,1478 HISTORY HD  
763,1403 USA Network HD  
764,1404 TNT HD  
765,1449 Discovery HD  
769,1484 Food Network HD  
770,1473 National  
Geographic HD  
771,1402 A&E HD  
772,1205 ESPN HD  
773,1250 NESN HD  
775,1612 MTV Live HD  
776,1243 MotorTrend  
Network  
778,1206 ESPN2 HD  
779,1251 NBC Sports  
Boston HD  
780,1471 Animal Planet HD  
781,1411 Syfy HD  
783,1715 Disney  
Channel HD  
784,1742 Freeform HD  
786,1405 AMC HD  
787,1450 TLC HD  
788,1409 FX HD  
789,1463 Bravo HD  
790,1110 FOX News  
Channel HD  
791,1123 FOX Business  
Network HD  
792,1121 CNBC HD  
793,1428 WE tv HD  
798,1607 VH1 HD  
799,1606 MTV HD  
826,1626 TV One HD  
827,1224 Tennis  
Channel HD  
828,1625 BET HD  
830,1457 UP HD  
831,1444 Investigation  
Discovery HD  
834,1418 BBC America HD  
837,1465 Oxygen HD  
839,1464 OWN HD (Oprah  
Winfrey Network)  
840,1410 FXX HD  
841,1208 FOX Sports 1 HD  
843,1209 FOX Sports 2 HD  
894,1255 NESN+ HD  
1115 Newsmax TV HD<sup>2</sup>  
1116 Black News  
Channel HD<sup>2</sup>  
1130 C-SPAN3 HD<sup>2</sup>  
1325 ACC NETWORK HD  
1413 G4 HD<sup>2</sup>  
1420 NewsNation HD<sup>2</sup>  
1425 GSN HD<sup>2</sup>  
1426 TV Land HD<sup>2</sup>  
1437 Comedy.TV HD<sup>2</sup>

1446 Justice  
Central.TV HD<sup>2</sup>  
1483 Recipe.TV HD<sup>2</sup>  
1620 GAC Family HD<sup>2</sup>  
1627 ASPIRE HD<sup>2</sup>  
1637 Revolt HD<sup>2</sup>  
1655 INSP HD<sup>2</sup>  
1684 Jewish Broadcasting  
Service HD<sup>2</sup>  
**DIGITAL PREFERRED**  
(INCLUDED IN SELECT+  
SIGNATURE+ AND SUPER+  
DOUBLE PLAY PACKAGES;  
SELECT+ MORE, SIGNATURE+  
MORE AND SUPER+ MORE  
TRIPLE PLAY PACKAGES)  
43 Cartoon Network  
46 Paramount Network  
56 TV Land  
71 Travel Channel  
101 Discovery Family  
Channel  
102 Science  
103 Destination America  
106 American Heroes  
Channel  
108 GSN  
115 fyi  
116 VICE  
117 Disney XD  
118 Disney Junior  
123 NHL Network  
124 NFL Network  
127,1236 Outdoor Channel  
130 Discovery Life  
132 ESPNNews  
137 MTV2  
139,1633 BET Jams  
142 Hallmark Drama  
143,1619 CMT Music  
144,1614 MTV Classic  
146,1682 The Impact  
Network  
147 IFC  
148 Nick Jr.  
152 TeenNick  
153 Nick 2  
154,1727 Nicktoons<sup>2</sup>  
155,1630 BET Soul  
158 FX Movie Channel  
160,1615 Nick Music  
162,631,3380 MTV TR3s  
164 SundanceTV East  
168 BBC World News  
170,1246 TVG  
174 Nat Geo WILD  
175 CBS Sports Network  
176,394 Tennis Channel  
179 Cooking Channel  
180 Magnolia Network TV  
181 Logo  
182 POP  
185 MLB Network  
193 Smithsonian Channel  
195 BET Her  
196,1709 BabyFirst  
Americas  
235 FLIX East  
250 ScreenPix

251,1789 ScreenPix  
Westerns  
253 ScreenPix Action  
254 ScreenPix Voices  
292 NBA TV  
293 ESPNU  
339,1238 PURSUIT  
340 ReelzChannel  
341 Ovation  
342,1685 Jewish Life  
Television (JLTV)  
346 SEC Network  
347 SEC Network Overflow  
626,3486 NBC Universo  
637,3483 Galavision  
655,3485 TUDN  
715,1486 fyi HD  
732,1210 ESPNNews HD  
739,1487 Destination  
America HD  
740,1488 Travel  
Channel HD  
744,1438 IFC HD  
746,1734 Cartoon  
Network HD  
755,1412 Paramount  
Network HD  
777,1215 NFL Network HD  
782,1222 Olympic  
Channel HD  
785,1451 Science HD  
795,1219 MLB Network HD  
796,1217 NHL Network HD  
797,1716 Disney XD HD  
817,1218 NBA TV HD  
820,1462 Ovation HD  
822,1301 ESPNU HD  
823,1303 CBS Sports  
Network HD  
827,1224 Tennis  
Channel HD  
829,1613 AXS TV  
832,1436 VICE HD  
838,1472 Nat Geo WILD HD  
842,1321 SEC Network HD  
1117 BBC World News HD<sup>2</sup>  
1228,3360 Zona Futbol HD<sup>2</sup>  
1229,3359 TUDN HD<sup>2</sup>  
1232,3387 NBC Universo HD<sup>2</sup>  
1322 SEC Network  
Overflow HD<sup>2</sup>  
1414 fuse HD<sup>2</sup>  
1425 GSN HD  
1426 TV Land HD  
1427 POP HD<sup>2</sup>  
1429 ReelzChannel HD<sup>2</sup>  
1439 Logo HD<sup>2</sup>  
1440 SundanceTV HD East<sup>2</sup>  
1460 Hallmark Drama HD<sup>2</sup>  
1477 Smithsonian  
Channel HD<sup>2</sup>  
1480 American Heroes  
Channel HD<sup>2</sup>  
1485 Cooking Channel HD<sup>2</sup>  
1493 Magnolia Network  
TV HD<sup>2</sup>  
1497 Discovery Life HD<sup>2</sup>  
1627 ASPIRE HD  
1628 BET Her HD<sup>2</sup>  
1629 The Africa Channel<sup>2</sup>

1637 Revolt HD  
1639 MTV2 HD<sup>2</sup>  
1701 Disney JR. HD<sup>2</sup>  
1702 Nick Jr. HD<sup>2</sup>  
1714 Discovery Family  
Channel HD<sup>2</sup>  
1729 NICK 2 HD<sup>2</sup>  
1740 TeenNick HD<sup>2</sup>  
1766 FX Movie Channel HD<sup>2</sup>  
1771 FLIX East HD<sup>2</sup>  
1786 ScreenPix HD<sup>2</sup>  
1787 ScreenPix Action HD<sup>2</sup>  
1788 ScreenPix Voices HD<sup>2</sup>  
3375 Galavision HD<sup>2</sup>  
3491 Zona Futbol<sup>1</sup>

## DEPORTES

626,3486 NBC Universo  
629,3482 FOX Deportes  
638,1231,3351,3481 ESPN  
Deportes  
647,3355 Latin American  
Sports  
655,3485 TUDN  
1228,3360 Zona Futbol HD<sup>2</sup>  
1229,3359 TUDN HD<sup>2</sup>  
1230,3353 FOX Deportes HD<sup>2</sup>  
1232,3387 NBC Universo HD<sup>2</sup>  
3491 Zona Futbol<sup>1</sup>

## XFINITY TV LATINO

162,631,3380 MTV TR3s  
600,3347 TBN Enlace  
601,3418 Telefe  
602,3422 TV Chile  
603,3412 Nuestra Tele  
604,3388 Video Rola  
605,3373 FOX Life  
606,3425 TVE  
Internacional  
607,3424 TV Venezuela  
613,3415 SUR Peru  
614,3416 SUR TV  
615,3382 Once Mexico  
616,3410 Multimedios  
617,3409 Mexicana  
619,3445 Cinema Dinamita  
620,3345 EWTN en Espanol  
621,3407 Ecuavisa  
623,3404 Caracol TV  
625,3414 Supercanal  
626,3486 NBC Universo  
627 Discovery en Espanol  
628,3441 Cinelatino  
629,3482 FOX Deportes  
630,3396 CNN en Espanol  
632 ViendoMovies  
633,3442 Cine Mexicano  
634,3384 RC Novelas  
635 HISTORY en Espanol  
636,3428 WAPA America  
637,3483 Galavision  
638,1231,3351,3481 ESPN  
Deportes  
639,3423 TV Dominicana  
640,3419 TeleFormula  
641 Discovery Familia  
642,3344 ESNE TV  
644,3378 HiTN  
645,3383 Pasiones

646,3340 Vme Kids  
 647,3355 Latin American Sports  
 648,3405 Centroamerica TV  
 649,3331 BabyFirst Americas - Spanish  
 650,3490 UniMás Alt  
 651,3489 Univision Alt  
 652,3385 Kanal Drama  
 655,3485 TUDN  
 675 Sony Cine  
 1228,3360 Zona Futbol HD<sup>2</sup>  
 1229,3359 TUDN HD<sup>2</sup>  
 1230,3353 FOX Deportes HD<sup>2</sup>  
 1232,3387 NBC Universo HD<sup>2</sup>  
 3308 UniMás Alt HD<sup>2</sup>  
 3311 Univision Alt HD<sup>2</sup>  
 3335 Discovery Familia HD<sup>2</sup>  
 3371 Discovery en Espanol HD<sup>2</sup>  
 3375 Galavision HD<sup>2</sup>  
 3377 HISTORY en Espanol HD<sup>2</sup>  
 3443 Sony Cine HD<sup>2</sup>  
 3447 ViendoMovies HD<sup>2</sup>  
 3491 Zona Futbol<sup>1</sup>

### MORE SPORTS & ENTERTAINMENT PACKAGE

(INCLUDED IN SUPER+ MORE TRIPLE PLAY PACKAGE)

61 TCM  
 110 CMT  
 123 NHL Network  
 124 NFL Network  
 127,1236 Outdoor Channel  
 132 ESPNNews  
 170,1246 TVG  
 175 CBS Sports Network  
 178 Sportsman Channel  
 185 MLB Network  
 289 BTN  
 291 NFL RedZone  
 292 NBA TV  
 293 ESPNU  
 337 Pac-12 Network  
 343,1445 Crime & Investigation  
 344,1479 Military History Channel  
 728,1608 CMT HD  
 732,1210 ESPNNews HD  
 736,1755 TCM HD  
 777,1215 NFL Network HD  
 794,1216 NFL RedZone HD  
 795,1219 MLB Network HD  
 796,1217 NHL Network HD  
 817,1218 NBA TV HD  
 822,1301 ESPNU HD  
 823,1303 CBS Sports Network HD  
 824,1313 BTN HD  
 1237 Sportsman Channel HD<sup>2</sup>  
 1329 Pac-12 Network HD<sup>2</sup>  
 1638 FIM HD<sup>2</sup>

### PREMIUM CHANNELS

(EPIX CHANNEL INCLUDED WITH SIGNATURE+ DOUBLE PLAY PACKAGE AND SIGNATURE+

MORE TRIPLE PLAY PACKAGE; HBO MAX, SHOWTIME, EPIX AND THE MOVIE CHANNEL INCLUDED WITH SUPER+ DOUBLE PLAY PACKAGE; HBO MAX, SHOWTIME, EPIX, HITZ AND THE MOVIE CHANNEL AND SUPER+ MORE TRIPLE PLAY PACKAGE)

201 HBO East  
 202 HBO2 East  
 203,1806 HBO Signature East  
 204,1808 HBO Family East  
 205,1810 HBO Comedy East  
 206 HBO Zone East  
 207 HBO Latino East  
 208 HBO West  
 219,1852 Showtime Family East  
 220,1854 Showtime Next East  
 221 Showtime East  
 222 Showtime 2 East  
 223,1846 Showtime Showcase East  
 224 Showtime Extreme East  
 225,1844 Showtime BET East  
 231 The Movie Channel East  
 232 The Movie Channel Xtra East  
 235 FLIX East  
 241 STARZ East  
 243,808 Epix East  
 244,809,1790,1871 Epix HD (East)  
 245 Epix 2  
 246 Epix Hits  
 247 Epix Drive-In  
 248 STARZ ENCORE East  
 252,1784 STARZ ENCORE Westerns East  
 256,1777 STARZ ENCORE Black East  
 258,1775 STARZ ENCORE Action East  
 270 CINEMAX East  
 453,1886 Playboy  
 745,1406,1816 AMC+ HD<sup>2</sup>  
 748,1773 STARZ ENCORE East HD  
 750,1802 HBO HD East  
 751,801,1840 Showtime HD East  
 752,1868 STARZ East HD  
 753,1820 CINEMAX HD East  
 802,1842 Showtime 2 HD East  
 810,1860 The Movie Channel HD East  
 811,1862 The Movie Channel Xtra East HD  
 812,1804 HBO2 HD East  
 813,1812 HBO Zone HD East  
 815,1814,3455 HBO Latino HD East  
 816,1848 Showtime Extreme HD  
 1771 FLIX East HD<sup>2</sup>  
 1821 CINEMAX West

1822 MoreMAX East  
 1824 ActionMAX East  
 1826 ThrillerMax East  
 1828 MovieMax  
 1830 5StarMAX  
 1832 OuterMAX  
 1834,3453 Max Latino  
 1873 Epix 2 HD<sup>2</sup>  
 1874 Epix Hits HD<sup>2</sup>  
 1875 Epix Drive-In HD<sup>2</sup>

### INTERNATIONAL SELECTIONS<sup>3</sup>

3101 Willow Plus HD  
 3102 TV Asia HD  
 3103 ZeeTV HD  
 3106 SET HD  
 3108 ABP News  
 3109 NDTV 24X7  
 3135 CCTV4  
 3137 Phoenix Info News  
 3138 CTI Zhong Tian Channel  
 3139 Phoenix NA  
 3150 TVB Jade  
 3180 TV JAPAN HD  
 3185 Saigon Broadcasting Television Network  
 3194 The Filipino Channel HD  
 3195 GMA Pinoy TV  
 3196 GMA Life TV  
 3210 SporTV  
 3211 Band Internacional HD  
 3212 RecordTV Europa HD  
 3213 TV Globo HD  
 3216 SIC International  
 3225 RTVI (Russian)  
 3226 RTN (Russian)  
 3227 Russian Kino  
 3228 NTV America  
 3229 Channel One Russia  
 3230 Impact TV  
 3232 RTR PLAN  
 3233 ROSSIIYA  
 3234 CTC  
 3245 ART Network  
 3250 The Israeli Network  
 3260 DW Deutsche +  
 3265 TV5 Monde HD  
 3275 Antenna TV  
 3280 RAI International HD  
 3281 Mediaset Italia  
 3285 Willow Plus  
 3286 TV Asia  
 3287 ZeeTV  
 3289 SET  
 3290 TV JAPAN  
 3291 Band Internacional  
 3292 RecordTV  
 3293 TV Globo  
 3294 TV5 Monde  
 3295 RAI International  
 3296 The Filipino Channel

### PAY-PER-VIEW

450,1888 Penthouse Block  
 451,1887 Vivid TV  
 452,1893 Juicy

454,1890 Hustler TV  
 457,1894 TEN  
 458,1891 XTSY  
 460 IN DEMAND PPV  
 461 IN DEMAND PPV 7  
 463,700,1201 IN DEMAND PPV HD  
 817,1218 NBA TV HD  
 3001 MLB EI - Arizona Diamondbacks  
 3002 MLB EI - Atlanta Braves  
 3003 MLB EI - Baltimore Orioles  
 3004 MLB EI - Boston Red Sox  
 3005 MLB EI - Chicago Cubs  
 3006 MLB EI - Chicago White Sox  
 3007 MLB EI - Cincinnati Reds  
 3008 MLB EI - Cleveland Indians  
 3009 MLB EI - Colorado Rockies  
 3010 MLB EI - Detroit Tigers  
 3011 MLB EI - Houston Astros  
 3012 MLB EI - Kansas City Royals  
 3013 MLB EI - Los Angeles Angels  
 3014 MLB EI - Los Angeles Dodgers  
 3015 MLB EI - Miami Marlins  
 3016 MLB EI - Milwaukee Brewers  
 3017 MLB EI - Minnesota Twins  
 3018 MLB EI - New York Mets  
 3019 MLB EI - New York Yankees  
 3020 MLB EI - Oakland Athletics  
 3021 MLB EI - Philadelphia Phillies  
 3022 MLB EI - Pittsburgh Pirates  
 3023 MLB EI - San Diego Padres  
 3024 MLB EI - San Francisco Giants  
 3025 MLB EI - Seattle Mariners  
 3026 MLB EI - St. Louis Cardinals  
 3027 MLB EI - Tampa Bay Rays  
 3028 MLB EI - Texas Rangers  
 3029 MLB EI - Toronto Blue Jays  
 3030 MLB EI - Washington Nationals  
 3034 NBA LP - Atlanta Hawks

3035 NBA LP - Boston Celtics  
 3036 NBA LP - Brooklyn Nets  
 3037 NBA LP - Charlotte Hornets  
 3038 NBA LP - Chicago Bulls  
 3039 NBA LP - Cleveland Cavaliers  
 3040 NBA LP - Dallas Mavericks  
 3041 NBA LP - Denver Nuggets  
 3042 NBA LP - Detroit Pistons  
 3043 NBA LP - Golden State Warriors  
 3044 NBA LP - Houston Rockets  
 3045 NBA LP - Indiana Pacers  
 3046 NBA LP - Los Angeles Clippers  
 3047 NBA LP - Los Angeles Lakers  
 3048 NBA LP - Memphis Grizzlies  
 3049 NBA LP - Miami Heat  
 3050 NBA LP - Milwaukee Bucks  
 3051 NBA LP - Minnesota Timberwolves  
 3052 NBA LP - New Orleans Pelicans  
 3053 NBA LP - New York Knicks  
 3054 NBA LP - Oklahoma City Thunder  
 3055 NBA LP - Orlando Magic  
 3056 NBA LP - Philadelphia 76ers  
 3057 NBA LP - Phoenix Suns  
 3058 NBA LP - Portland Trailblazers  
 3059 NBA LP - Sacramento Kings  
 3060 NBA LP - San Antonio Spurs  
 3061 NBA LP - Toronto Raptors  
 3062 NBA LP - Utah Jazz  
 3063 NBA LP - Washington Wizards  
 3067 NHL CI - Anaheim Ducks  
 3068 NHL CI - Arizona Coyotes  
 3069 NHL CI - Boston Bruins  
 3070 NHL CI - Buffalo Sabres  
 3071 NHL CI - Calgary Flames  
 3072 NHL CI - Carolina Hurricanes  
 3073 NHL CI - Chicago Blackhawks

3074 NHL CI - Colorado Avalanche  
 3075 NHL CI - Columbus Blue Jackets  
 3076 NHL CI - Dallas Stars  
 3077 NHL CI - Detroit Red Wings  
 3078 NHL CI - Edmonton Oilers  
 3079 NHL CI - Florida Panthers  
 3080 NHL CI - Los Angeles Kings  
 3081 NHL CI - Minnesota Wild  
 3082 NHL CI - Montreal Canadiens  
 3083 NHL CI - Nashville Predators  
 3084 NHL CI - New Jersey Devils  
 3085 NHL CI - New York Islanders  
 3086 NHL CI - New York Rangers  
 3087 NHL CI - Ottawa Senators  
 3088 NHL CI - Philadelphia Flyers  
 3089 NHL CI - Pittsburgh Penguins  
 3090 NHL CI - San Jose Sharks  
 3091 NHL CI - Seattle Kraken  
 3092 NHL CI - St. Louis Blues  
 3093 NHL CI - Tampa Bay Lightning  
 3094 NHL CI - Toronto Maple Leafs  
 3095 NHL CI - Vancouver Canucks  
 3096 NHL CI - Vegas Golden Knights  
 3097 NHL CI - Washington Capitals  
 3098 NHL CI - Winnipeg Jets

#### ON DEMAND

1,100,1882,1897 Xfinity Presents  
 190,590,1883,1896 Xfinity Latino Presenta  
 271,1817,1880,1899 Hitz  
 272,1818,1881,1898 Hitz 2  
 273,1819 Hitz 3  
 462,1884,1895,3349 PARENTAL  
 836,1622 Xfinity Black Experience  
 1100,1125,1242 Searchlight On Demand  
 1867 STARZ On Demand  
 1885 Adult On Demand  
 3300,3370,3400 Xfinity Latino Presenta  
 3440,3450,3480 PARENTAL

#### XFINITY INSTANT TV LATINO

(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)

619,3445 Cinema Dinamita  
 627 Discovery en Espanol  
 628,3441 Cinelatino  
 630,3396 CNN en Espanol  
 632 ViendoMovies  
 633,3442 Cine Mexicano  
 635 HISTORY en Espanol  
 637,3483 Galavision  
 641 Discovery Familia  
 645,3383 Pasiones  
 646,3340 Vme Kids  
 649,3331 BabyFirst Americas - Spanish  
 675 Sony Cine  
 3335 Discovery Familia HD<sup>2</sup>  
 3371 Discovery en Espanol HD<sup>2</sup>  
 3375 Galavision HD<sup>2</sup>  
 3377 HISTORY en Espanol HD<sup>2</sup>  
 3443 Sony Cine HD<sup>2</sup>  
 3447 ViendoMovies HD<sup>2</sup>

#### DIGITAL ECONOMY

(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)

30 Lifetime  
 32 USA Network  
 44 Discovery  
 50 CNN  
 51 A&E  
 52 Comedy Central  
 55 HISTORY  
 56 TV Land  
 59,114 MSNBC  
 60 AMC  
 62 Animal Planet  
 63 Syfy  
 64 FOX News Channel  
 65 Bravo  
 67 E!  
 70 BET  
 74,138 Hallmark Channel  
 109 BBC America  
 120 National Geographic Channel  
 122 FOX Sports 1  
 125 FX  
 128 Bloomberg TV  
 133 FOX Business Network  
 141 Hallmark Movies & Mysteries  
 168 BBC World News  
 193 Smithsonian Channel  
 726,1113 MSNBC HD  
 734,1458 Hallmark Channel HD  
 737,1455 Lifetime HD  
 738,1459 Hallmark Movies & Mysteries HD  
 754,1435 Comedy Central HD  
 756,1466 E! HD  
 757,1122 Bloomberg TV HD  
 760,1111 CNN HD  
 762,1478 HISTORY HD  
 763,1403 USA Network HD

765,1449 Discovery HD  
 770,1473 National Geographic HD  
 771,1402 A&E HD  
 780,1471 Animal Planet HD  
 781,1411 Syfy HD  
 786,1405 AMC HD  
 789,1463 Bravo HD  
 790,1110 FOX News Channel HD  
 791,1123 FOX Business Network HD  
 828,1625 BET HD  
 834,1418 BBC America HD  
 840,1410 FXX HD  
 841,1208 FOX Sports 1 HD  
 1117 BBC World News HD<sup>2</sup>  
 1426 TV Land HD<sup>2</sup>  
 1477 Smithsonian Channel HD<sup>2</sup>  
 1627 ASPIRE HD<sup>2</sup>

#### FAMILY TIER

(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)

40 HGTV  
 47 Disney Channel  
 48 Nickelodeon  
 49 HLN  
 57 The Weather Channel  
 69 Food Network  
 101 Discovery Family Channel  
 102 Science  
 117 Disney XD  
 120 National Geographic Channel  
 151 Universal Kids  
 152 TeenNick  
 180 Magnolia Network TV  
 727,1102 The Weather Channel HD  
 730,1492 HGTV HD  
 733,1707 Universal Kids HD  
 747,1728 Nickelodeon HD  
 759,1112 HLN HD  
 769,1484 Food Network HD  
 770,1473 National Geographic HD  
 783,1715 Disney Channel HD  
 785,1451 Science HD  
 797,1716 Disney XD HD  
 1740 TeenNick HD<sup>2</sup>

#### STARTER LATINO TV

(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)

34 Golf Channel  
 35 ESPN  
 36 ESPN2  
 37 NBC Sports Boston  
 38 NESN  
 39 TNT  
 40 HGTV  
 41 VH1  
 42 Freeform  
 45 TLC  
 48 Nickelodeon  
 49 HLN

53 FX  
 54 TBS  
 71 Travel Channel  
 72 CNBC  
 73,351 NewsNation  
 77 MTV  
 83 INSP  
 84 NESN+  
 85,1256 NBC Sports Boston Overflow  
 88,1049 HSN2  
 105 OWN (Oprah Winfrey Network)  
 108 GSN  
 140 WE tv  
 146,1682 The Impact Network  
 150 TV One  
 151 Universal Kids  
 163 LMN  
 345 ACC NETWORK  
 730,1492 HGTV HD  
 733,1707 Universal Kids HD  
 740,1488 Travel Channel HD  
 743,1223 Golf Channel HD  
 747,1728 Nickelodeon HD  
 749,1456 LMN HD  
 759,1112 HLN HD  
 761,1434 TBS HD  
 764,1404 TNT HD  
 772,1205 ESPN HD  
 773,1250 NESN HD  
 775,1612 MTV Live HD  
 776,1243 MotorTrend Network  
 778,1206 ESPN2 HD  
 779,1251 NBC Sports Boston HD  
 782,1222 Olympic Channel HD  
 784,1742 Freeform HD  
 787,1450 TLC HD  
 788,1409 FX HD  
 792,1121 CNBC HD  
 793,1428 WE tv HD  
 798,1607 VH1 HD  
 799,1606 MTV HD  
 826,1626 TV One HD  
 839,1464 OWN HD (Oprah Winfrey Network)  
 894,1255 NESN+ HD  
 1325 ACC NETWORK HD

#### ECONOMY PLUS

##### LATINO TV

(NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS)

40 HGTV  
 41 VH1  
 42 Freeform  
 45 TLC  
 48 Nickelodeon  
 49 HLN  
 53 FX  
 71 Travel Channel  
 72 CNBC  
 73,351 NewsNation  
 77 MTV

83 INSP  
 88,1049 HSN2  
 105 OWN (Oprah Winfrey Network)  
 108 GSN  
 140 WE tv  
 146,1682 The Impact Network  
 150 TV One  
 151 Universal Kids  
 163 LMN  
 730,1492 HGTV HD  
 733,1707 Universal Kids HD  
 740,1488 Travel Channel HD  
 747,1728 Nickelodeon HD  
 749,1456 LMN HD  
 759,1112 HLN HD  
 775,1612 MTV Live HD  
 776,1243 MotorTrend Network  
 782,1222 Olympic Channel HD  
 784,1742 Freeform HD  
 787,1450 TLC HD  
 788,1409 FX HD  
 792,1121 CNBC HD  
 793,1428 WE tv HD  
 798,1607 VH1 HD  
 799,1606 MTV HD  
 826,1626 TV One HD  
 839,1464 OWN HD (Oprah Winfrey Network)

<sup>1</sup>Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service.

<sup>2</sup>Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service. Requires HD Technology Fee.

<sup>3</sup>Requires designated Xfinity TV service, X1 TV Box or compatible customer owned device and Xfinity Internet Service.

A subscription to Limited Basic is required to receive video services unless otherwise indicated. TV Box, TV Adapter, CableCARD or compatible customer owned device is required to receive video services. Channel lineup for outlets with TV Adapters is same as the primary outlet with the following exceptions: premium channels are not available and only the following HD channels with channel numbers above 1000 are available: The Weather Channel, Fox News, CNN, HLN, MSNBC, CNBC, Bloomberg, Fox Business, CSPAN, CSPAN2, CSPAN 3, and your local news stations. Except for Limited Basic only customers, HD programming requires subscription to HD Technology Fee and HD compatible equipment. Channel lineup subject to change. Additional restrictions may apply. See Services & Pricing card for additional information. © 2022 Comcast. All rights reserved.

87731000: 5010;5020;5030;5040;5050;5060;5070;5080;5090;5100;5110;5120;5130;5140;5150;5160;5170;5180;5190;5200;5210

For more information visit [xfinity.com/support/local-channel-lineup](https://xfinity.com/support/local-channel-lineup).



## Bourne, MA

## Sandwich, MA

### BUNDLED PACKAGES<sup>1,2</sup>

#### QUAD PLAY PACKAGES

QUAD PLAY PACKAGE PRICING BELOW IS ADDITIONAL TO TRIPLE PLAY PACKAGE PRICING

with Xfinity Home Pro Protection add <sup>27</sup>	\$30.00
with Xfinity Home Pro Protection Plus add <sup>28</sup>	\$40.00

#### TRIPLE PLAY PACKAGES<sup>4,3</sup>

##### Standard+ More

Includes Limited Basic, Expanded Basic and HD programming for primary outlet, 20 Hour DVR Service, Performance Pro Internet and Unlimited Voice	\$130.99
<b>SurePrice<sup>37</sup></b>	\$124.99
- with Xfinity Mobile save	\$-10.00
- with DVR Service upgrade add	\$10.00
- with Premium DVR Service upgrade add	\$20.00
- with Gigabit Pro Internet upgrade add <sup>38</sup>	\$235.00
- with Blast! Internet upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gigabit Internet upgrade add	\$30.00

##### Select+ More

Includes Limited Basic, Expanded Basic, Digital Preferred Tier and HD programming for primary outlet, DVR Service, Extreme Pro Internet and Unlimited Voice	\$159.99
<b>SurePrice<sup>37</sup></b>	\$134.99
- with Xfinity Mobile save	\$-10.00
- with Premium DVR Service upgrade add	\$10.00
- with Gigabit Pro Internet upgrade add <sup>38</sup>	\$235.00
- with Gigabit Internet upgrade add	\$30.00

##### Signature+ More

Includes Limited Basic, Expanded Basic, Digital Preferred Tier, Epix, and HD programming for primary outlet, Premium DVR Service, Gigabit Internet, Unlimited Voice and Netflix Standard HD Plan	\$189.99
<b>SurePrice<sup>37</sup></b>	\$164.99
- with Xfinity Mobile save	\$-10.00
- with Gigabit Pro Internet upgrade add <sup>38</sup>	\$235.00
- with Netflix Premium UHD Plan upgrade add	\$4.00

##### Super+ More

Includes Limited Basic, Expanded Basic, Digital Preferred Tier, Epix, HBO Max, Showtime, TMC, More Sports & Entertainment Package and HD programming for primary outlet, Premium DVR Service, Gigabit Internet, Unlimited Voice and Netflix Standard HD Plan	\$199.99
<b>SurePrice<sup>37</sup></b>	\$184.99
- with Xfinity Mobile save	\$-10.00
- with Gigabit Pro Internet upgrade add <sup>38</sup>	\$235.00
- with Netflix Premium UHD Plan upgrade add	\$4.00

#### DOUBLE PLAY PACKAGES<sup>3,6</sup>

##### Choice Double Play<sup>39</sup>

Includes Choice Limited TV and Performance Internet	\$89.99
- with DVR Service upgrade add	\$10.00
- with Premium DVR Service upgrade add	\$20.00
- with Performance Pro Internet upgrade add	\$15.00
- with Blast! Internet upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gigabit Internet upgrade add	\$30.00
- with Gigabit Pro Internet upgrade add <sup>38</sup>	\$235.00

##### Standard+

Includes Limited Basic, Expanded Basic and HD programming for primary outlet, 20 Hour DVR Service, and Performance Pro Internet	\$110.99
- with DVR Service upgrade add	\$10.00
- with Premium DVR Service upgrade add	\$20.00
- with Blast! Internet upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gigabit Internet upgrade add	\$30.00
- with Gigabit Pro Internet upgrade add <sup>38</sup>	\$235.00

##### Select+

Includes Limited Basic, Expanded Basic, Digital Preferred Tier and HD programming for primary outlet, 20 Hour DVR Service, and Blast! Internet	\$139.99
- with DVR Service upgrade add	\$10.00
- with Premium DVR Service upgrade add	\$20.00
- with Extreme Pro Internet upgrade add	\$25.00
- with Gigabit Internet upgrade add	\$30.00
- with Gigabit Pro Internet upgrade add <sup>38</sup>	\$235.00

##### Signature+

Includes Limited Basic, Expanded Basic, Digital Preferred Tier, Epix, and HD programming for primary outlet, DVR Service, Extreme Pro Internet, and Netflix Standard HD Plan	\$169.99
- with Premium DVR Service upgrade add	\$10.00
- with Netflix Premium UHD Plan upgrade add	\$4.00
- with Gigabit Internet upgrade add	\$30.00
- with Gigabit Pro Internet upgrade add <sup>38</sup>	\$235.00

##### Super+

Includes Limited Basic, Expanded Basic, Digital Preferred Tier, Epix, HBO Max, Showtime, TMC and HD programming for primary outlet, DVR Service, Extreme Pro Internet, and Netflix Standard HD Plan	\$189.99
- with Premium DVR Service upgrade add	\$10.00
- with Netflix Premium UHD Plan upgrade add	\$4.00
- with Gigabit Internet upgrade add	\$30.00
- with Gigabit Pro Internet upgrade add <sup>38</sup>	\$235.00

## XFINITY TV<sup>1</sup>

### BASIC SERVICES

<b>Limited Basic<sup>6,7</sup></b>	\$24.75
<b>Broadcast TV Fee<sup>20</sup></b>	\$22.25

### Franchise Costs<sup>4</sup>

Bourne	\$0.05
Sandwich	\$1.19

<b>Expanded Basic<sup>3</sup></b> Includes Kids & Family, Entertainment and Sports & News	\$43.47
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### XFINITY TV SERVICES

<b>Choice Limited TV<sup>33</sup></b> Includes Limited Basic, Streampix, 20 hours DVR Service, and HD programming	\$30.00
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<b>Choice TV Select<sup>34</sup></b> Includes Limited Basic, Streampix, 20 hours DVR Service, HD programming, Streaming to 2 devices, and Broadcast TV Fee	\$32.50
- with TV Box	\$41.00

### Genre Packs<sup>24</sup> Choose up to 2

<b>Kids &amp; Family</b> Includes kid and family-friendly channels including Disney Channel, Nickelodeon, and Universal Kids	\$10.00
<b>Entertainment</b> Includes entertainment channels including A&E, AMC, Bravo, Food Network, FX, TNT, and VH1	\$17.00

Refer to the last page for additional information. For information about Xfinity policies and terms of service, go to [xfinity.com/policies](http://xfinity.com/policies).

<b>Sports &amp; News</b> Includes sports and news channels including CNBC, CNN, ESPN, Golf, MSNBC, and NBC Sports	\$30.00
<b>Extra</b> Includes Limited Basic, Expanded Basic, access to Pay-Per-View and On Demand programming and Music Choice	\$68.22
<b>Digital Preferred Tier<sup>8</sup></b> Includes over 65 channels including CBS College Sports, Destination America, Disney XD and Science Channel	\$17.95
<b>Digital Preferred Tier plus One Premium</b> Includes Digital Preferred Tier and choice of Showtime, Cinemax, or The Movie Channel	\$29.95
<b>Digital Preferred Tier with HBO Max</b> Includes Digital Preferred Tier and HBO Max	\$32.94
<b>Digital Premier Tier</b> Includes Digital Preferred Tier, HBO Max, Showtime, Epix, Hitz, and The Movie Channel	\$64.95
<b>More Sports &amp; Entertainment Package<sup>40</sup></b> Includes over 15 channels including NFL Red Zone, ESPNNews and TCM	\$9.95
<b>Deportes<sup>3</sup></b> Includes over 6 deportes channels including ESPN Deportes, FOX Deportes and NBC Universo	\$5.00
<b>Xfinity TV Latino<sup>3</sup></b> Includes up to 45 channels of Spanish language programming, including Discovery Espanol, ESPN Deportes and Pasiones	\$10.00
<b>HBO Max<sup>3</sup></b>	\$14.99
<b>HBO<sup>3</sup></b>	\$15.00
<b>Showtime<sup>3</sup></b>	\$12.00
<b>Starz<sup>3</sup></b>	\$8.99
<b>Cinemax<sup>3</sup></b>	\$12.00
<b>The Movie Channel<sup>3</sup></b>	\$12.00
<b>Epix<sup>25</sup></b>	\$5.99
<b>Playboy<sup>3</sup></b>	\$15.00
<b>HD Technology Fee<sup>5</sup></b>	\$9.95
<b>DVR Service<sup>32</sup></b>	\$10.00
<b>Premium DVR Service<sup>41</sup></b>	\$20.00
<b>Service to Additional TV with TV Adapter<sup>9</sup></b>	\$8.50

#### INTERNATIONAL SELECTIONS<sup>26</sup>

<b>ART: Arabic</b>	\$9.99
<b>TV Globo: Brazilian</b>	\$19.99
<b>Brazilian 2 Pack</b> Includes TV Globo and SporTV	\$24.99
<b>Brazilian 4 Pack</b> Includes TV Globo, SporTV, Band Internacional, and Record TV	\$34.99
<b>Mandarin 2 Pack</b> Includes Phoenix Info News and Phoenix North America	\$6.99
<b>Mandarin 4 Pack</b> Includes CTI Zhong Tian, CCTV4, Phoenix Info News, and Phoenix North America	\$19.99
<b>Filipino 2 Pack</b> Includes GMA Pinoy w/ GMA Video On Demand and GMA Life	\$14.99
<b>Filipino 3 Pack</b> Includes GMA Pinoy w/ GMA Video On Demand, GMA Life, and TFC	\$22.99
<b>TV5MONDE: French</b> With Cinema On Demand	\$9.99
<b>DW Deutsche +: German</b>	\$9.99
<b>Antenna: Greek</b>	\$14.99
<b>The Israeli Network</b>	\$19.99
<b>Rai Italia: Italian</b>	\$9.99
<b>Italian 2 Pack</b> Includes Rai Italia and Mediaset	\$14.99
<b>TV JAPAN</b>	\$24.99
<b>SIC: Portuguese</b>	\$9.99
<b>Portuguese 2 Pack</b> Includes RTPi and SIC	\$14.99
<b>Impact TV: Russian Add-on</b> With any International package	\$6.99
<b>Russian 2 Pack</b> Includes Channel One Russia and NTV America	\$14.99
<b>Russian 4 Pack</b> Includes Channel One Russia, RTN, TV1000 Russian Kino, and NTV America	\$26.99
<b>Russian 5 Pack</b> Includes Channel One Russia, RTVi, NTV America, RTR-Planeta, and Rossiya 24	\$26.99
<b>Russian 8 Pack</b> Includes Channel One Russia, RTN, RTVi, TV1000 Russian Kino, NTV America, RTR-Planeta, Rossiya 24, and CTC	\$34.99
<b>Willow: Cricket Add-on</b> With any International package	\$6.99
<b>Willow: Cricket</b>	\$14.99
<b>Zee TV: Hindi</b>	\$14.99
<b>SET: Hindi</b>	\$14.99

<b>Hindi 2 Pack</b> Includes Zee TV and SET	\$24.99
<b>Hindi Pack</b> Includes Zee TV, SET, TV Asia, and NDTV 24x7	\$29.99
<b>Hindi Plus Pack</b> Includes Zee TV, SET, TV Asia, NDTV 24x7, Eros Now, and Willow	\$39.99
<b>SBTN: Vietnamese</b>	\$14.99
<b>TVB Jade: Cantonese</b>	\$10.99
<b>Record TV: Brazilian</b>	\$14.99
<b>ABP News: Hindi</b>	\$7.99
<b>TFC: Filipino</b>	\$11.99

#### PAY-PER-VIEW AND ON DEMAND SUBSCRIPTION SERVICES

<b>Eros Now On Demand<sup>31</sup></b>	\$12.99
<b>Eros Now On Demand<sup>31</sup></b> w/a South Asian international selection	\$9.99
<b>here! TV On Demand<sup>31</sup></b>	\$7.99
<b>Filipino On Demand<sup>31</sup></b>	\$7.99
<b>Filipino On Demand<sup>31</sup></b> w/a Filipino international selection	\$5.99
<b>The Jewish Channel On Demand<sup>31</sup></b>	\$6.99
<b>Gaiam TV Fit &amp; Yoga On Demand<sup>31</sup></b>	\$7.99
<b>Lifetime Movie Club On Demand<sup>31</sup></b>	\$3.99
<b>History Vault On Demand<sup>31</sup></b>	\$4.99
<b>Kidstream On Demand<sup>31</sup></b>	\$4.99
<b>Grokker Yoga Fitness On Demand<sup>31</sup></b>	\$6.99
<b>UP Faith and Family On Demand<sup>31</sup></b>	\$5.99
<b>Anime Network On Demand<sup>31</sup></b>	\$6.99
<b>Stingray Karaoke On Demand<sup>31</sup></b>	\$6.99
<b>DOGTV On Demand<sup>31</sup></b>	\$4.99
<b>Gaia On Demand<sup>31</sup></b>	\$11.99
<b>AMC + On Demand<sup>31</sup></b>	\$6.99
<b>Stingray Classica On Demand<sup>31</sup></b>	\$6.99
<b>TumbleBooksTV On Demand<sup>31</sup></b>	\$4.99
<b>FitFusion On Demand<sup>31</sup></b>	\$6.99
<b>CuriosityStream On Demand<sup>31</sup></b>	\$2.99
<b>PlayKids On Demand<sup>23</sup></b>	\$6.99
<b>Daily Burn On Demand<sup>23</sup></b>	\$14.99
<b>Xive TV On Demand<sup>23</sup></b>	\$4.99
<b>Quark On Demand<sup>23</sup></b>	\$4.99
<b>Lion Mountain TV On Demand<sup>23</sup></b>	\$3.99
<b>Disney Story Central On Demand<sup>31</sup></b>	\$4.99
<b>Acorn TV On Demand<sup>31</sup></b>	\$5.99
<b>Pro Guitar Lessons On Demand<sup>23</sup></b>	\$4.99
<b>MagellanTV History On Demand<sup>23</sup></b>	\$5.99
<b>Craftsy On Demand<sup>23</sup></b>	\$7.99
<b>WE tv + On Demand<sup>31</sup></b>	\$5.99
<b>The Great Courses Signature On Demand<sup>23</sup></b>	\$7.99
<b>Pantaya On Demand<sup>31</sup></b>	\$5.99
<b>DJAZZ On Demand<sup>23</sup></b>	\$6.99
<b>Ride TV On Demand<sup>23</sup></b>	\$4.99
<b>Outside TV Features On Demand<sup>23</sup></b>	\$4.99
<b>Hopster On Demand<sup>23</sup></b>	\$6.99
<b>The Reading Corner On Demand<sup>23</sup></b>	\$3.99
<b>Brown Sugar On Demand<sup>23</sup></b>	\$3.99
<b>Echoboom Sports On Demand<sup>23</sup></b>	\$5.99
<b>Stingray Qello On Demand<sup>23</sup></b>	\$7.99
<b>GOLFPASS On Demand<sup>23</sup></b>	\$4.99
<b>Hallmark Movies Now On Demand<sup>23</sup></b>	\$5.99
<b>Dove Channel On Demand<sup>23</sup></b>	\$4.99
<b>Kocowa On Demand<sup>23</sup></b>	\$6.99

WHAM On Demand <sup>23</sup>	\$2.99
Gravitas Movies On Demand <sup>23</sup>	\$4.99
MHz Choice On Demand <sup>23</sup>	\$7.99
Hi-YAH! On Demand <sup>23</sup>	\$2.99
True Royalty On Demand <sup>23</sup>	\$5.99
Real Vision On Demand <sup>23</sup>	\$14.99
Docurama On Demand <sup>23</sup>	\$4.99
Con TV On Demand <sup>23</sup>	\$4.99
Walter Presents On Demand <sup>23</sup>	\$6.99
Dekkoo On Demand <sup>23</sup>	\$9.99
ZooMoo On Demand <sup>23</sup>	\$2.99
Miniteve On Demand <sup>23</sup>	\$1.99
WildBrain On Demand <sup>23</sup>	\$5.99
Cinemoi On Demand <sup>23</sup>	\$2.99
Fox Nation On Demand <sup>31</sup>	\$5.99
Music Choice Karaoke On Demand <sup>23</sup>	\$6.99
Music Choice Relax On Demand <sup>23</sup>	\$5.99
Curious World On Demand <sup>23</sup>	\$3.99
kweliTV On Demand <sup>23</sup>	\$5.99
Marquee TV On Demand <sup>23</sup>	\$8.99
Passionflix On Demand <sup>23</sup>	\$5.99
Conspiracy TV On Demand <sup>23</sup>	\$4.99
FlixFling On Demand <sup>23</sup>	\$7.99
A&E Crime Central On Demand <sup>23</sup>	\$4.99
CultFlix On Demand <sup>23</sup>	\$4.99
CineFest On Demand <sup>23</sup>	\$4.99
PREMO On Demand <sup>23</sup>	\$5.99
MyOutdoorTV On Demand <sup>23</sup>	\$9.99
One Day University On Demand <sup>23</sup>	\$7.99
Qwest TV On Demand <sup>23</sup>	\$4.99
Black&SexyTV On Demand <sup>23</sup>	\$4.99
Air 2 Air On Demand <sup>23</sup>	\$4.99
Cohen Media Channel On Demand <sup>23</sup>	\$4.99
Sport Now Insight On Demand <sup>23</sup>	\$4.99
Sweat Factor On Demand <sup>23</sup>	\$4.99
IMPACT Wrestling Channel On Demand <sup>23</sup>	\$7.99
Da Vinci Kids On Demand <sup>23</sup>	\$7.99
Screambbox On Demand <sup>23</sup>	\$4.99
Fandor On Demand <sup>23</sup>	\$3.99
InSightTV On Demand <sup>23</sup>	\$4.99
Viaplay On Demand <sup>23</sup>	\$4.99
Hitz <sup>29,31</sup>	\$12.00
Streampix <sup>11</sup>	\$4.99
Pay-Per-View and On Demand Movies and Events <sup>10,31</sup> (per title or event)	Prices Vary
Revvy On Demand <sup>23</sup>	\$6.99
Vivid On Demand Subscription <sup>12,31</sup>	\$19.99
Hustler On Demand Subscription <sup>12,31</sup>	\$19.99
TEN On Demand Subscription <sup>12,31</sup>	\$19.99
Girlfriends Films On Demand <sup>12,31</sup>	\$19.99
Too Much for TV On Demand <sup>31</sup>	\$14.99
Wicked On Demand <sup>12,31</sup>	\$19.99
Urban Fantasy On Demand <sup>12,31</sup>	\$19.99
Falcon On Demand <sup>12,31</sup>	\$19.99
Homegrown Amateur On Demand <sup>12,31</sup>	\$19.99
Evil Angel On Demand <sup>12,31</sup>	\$19.99
Mature Lust On Demand <sup>12,31</sup>	\$19.99

Penthouse On Demand <sup>12,31</sup>	\$19.99
XTSY On Demand <sup>12,31</sup>	\$19.99
Arouse On Demand <sup>12,31</sup>	\$19.99
Vixen On Demand <sup>12,31</sup>	\$19.99
Buku TV On Demand <sup>12,31</sup>	\$19.99
Zero Tolerance On Demand <sup>12,31</sup>	\$19.99

## SPORTS PACKAGES<sup>30</sup>

MLB Extra Innings	Call 1-800-XFINITY for pricing
NHL Center Ice	Call 1-800-XFINITY for pricing
NBA League Pass	Call 1-800-XFINITY for pricing

## XFINITY TV EQUIPMENT

TV Box and Remote	\$8.50
TV Box	\$8.10
Remote	\$0.40
HD TV Box Limited Basic	\$8.10
HD TV Box and Remote Limited Basic	\$8.50
TV Adapter (Limited Basic — Primary TV)	\$0.00
TV Adapter (Limited Basic — 1st and 2nd Additional TVs)	\$0.00
TV Adapter (Limited Basic — 3rd Additional TV)	\$0.50
CableCARD (first card in device)	\$0.00

INSTALLATION (PER OCCURRENCE UNLESS NOTED)	Initial Installation of Service	After Initial Installation of Service
Professional Installation <sup>13,14</sup>	\$100.00	N/A
Self Installation Plus <sup>42</sup>	\$39.99	N/A
In-Home Service Visit <sup>35</sup>	N/A	\$70.00
Hourly Service Charge <sup>13</sup> (Custom Installation)	\$50.00	\$50.00
Xfinity Internet Gigabit Pro Professional Installation (per occurrence)		\$500.00
Wireless Networking On-Site Professional Set-Up (Separate trip, per occurrence)		\$99.95
Wireless Networking On-Site Professional Set-Up (each additional device over 4 devices per occurrence)		\$29.95

## REACTIVATION

(NO IN-HOME VISIT REQUIRED—PER OCCURRENCE UNLESS NOTED)

Reactivation - TV	\$6.00
Reactivation - Internet	\$6.00
Reactivation - Voice	\$6.00

## MISCELLANEOUS (PER OCCURRENCE UNLESS NOTED)

Regional Sports Fee <sup>21</sup> (per month)	\$14.10
Returned Payment Item (each)	\$20.00
Late Fee	5% of overdue balance
Agent Assisted Payment For payment made by phone with a Customer Care Representative	\$5.99
Unreturned or Damaged Equipment Fees <sup>15</sup> (per piece)	Replacement Cost
Getting Started Kit Shipping and Handling (Standard Shipping)	\$15.00
Getting Started Kit Shipping and Handling (Priority Shipping)	\$29.95
Accessory Shipping and Handling	\$5.95

## XFINITY VOICE<sup>1,16</sup>

Xfinity Voice—Unlimited	\$44.95
With TV and Internet Service	\$39.95
With TV, Internet, or Xfinity Home Pro Protection	\$10.00

<b>Xfinity Voice—Local with More</b>	<b>\$34.95</b>
<b>With TV or Internet Service</b>	<b>\$24.95</b>

## XFINITY INTERNET<sup>1,17</sup>

	<b>Xfinity Internet Service Only</b>	<b>with Xfinity TV or Voice Service<sup>22</sup></b>
<b>Performance Starter</b>	\$65.00	\$49.95
<b>Performance</b>	\$83.95	\$64.95
<b>Performance Pro</b>	\$98.95	\$79.95
<b>Blast!</b>	\$103.95	\$84.95
<b>Extreme Pro<sup>18</sup></b>	\$108.95	\$89.95
<b>Gigabit<sup>18</sup></b>	\$113.95	\$94.95
<b>Gigabit Pro<sup>18,19</sup></b>	\$299.95	\$299.95
<b>Modem Rental</b>		\$14.00
<b>Wireless Adapter</b> (each, one-time charge)		\$30.00
<b>Gigabit Pro Activation Fee</b> (per occurrence)		\$500.00
<b>Unreturned or Damaged Equipment Fees<sup>15</sup></b> (per piece, per occurrence)	Replacement	Cost

1 Certain services available separately or as a part of other levels of service. Xfinity services are subject to Comcast's standard terms and conditions of service. Unless otherwise specified, prices shown are the monthly charge for the corresponding service, equipment or package. Prices shown do not include applicable taxes, franchise fees, FCC fees, Regulatory Cost Recovery, Public Access fees, other state or local fees or other applicable charges (e.g., per-call toll or international charges). Prices, services and features are subject to change. If you are an Xfinity TV customer and you own a compatible TV Box or CableCARD device, please call 1-800-XFINITY for pricing information or visit [www.xfinity.com/equipmentpolicy](http://www.xfinity.com/equipmentpolicy). © 2022 Comcast. All rights reserved.

2 Requires a compatible modem and TV Box with remote, CableCARD or compatible customer owned device.

3 Requires Limited Basic.

4 Franchise Costs are costs associated with providing public, educational and/or government access facilities and equipment and/or other related costs in your community.

5 Not available to customers with Limited Basic only. Must subscribe to HD Technology Fee to receive HD programming.

6 Requires TV Box, TV Adapter, CableCARD or compatible customer owned device.

7 Discount of 10% off of Limited Basic (including discount on Broadcast TV Fee and Franchise Costs) available to seniors who qualify for discount. Age and income restrictions apply. Call 1-800-XFINITY for more information.

8 Requires Extra.

9 Includes TV Adapter and remote. Digital service tier on additional TV corresponds to digital service tier on primary outlet. Does not include access to On Demand content, premium channels or channel numbers above 1000 unless otherwise noted on the channel lineup. Not available to customers with Limited Basic only.

10 Price of Pay-Per-View and On Demand Movie or Event is displayed prior to the completion of the Pay-Per-View, or On Demand ordering process.

11 Requires Limited Basic and TV Box and remote or compatible customer owned device. Requires HD Technology Fee to receive HD programming.

12 One month minimum purchase required. Not available in all areas.

13 Standard installation includes installation of service line up to 125 feet from existing Comcast plant, except as otherwise required under local franchise agreement. Comcast does not perform custom installations, including installations which require in-wall wiring, wiring in extensive drop ceilings, basements, or crawl spaces.

14 Includes standard installation of Xfinity TV, Xfinity Internet and/or Xfinity Voice and installation of additional outlets and wireless networking set-up if requested at time order is placed. Does not include installations of Xfinity Home Pro Protection or Xfinity Gigabit Pro Internet.

15 Contact 1-800-XFINITY for questions regarding equipment replacement charges.

16 Requires a compatible modem. Unlimited Local and Long Distance package pricing applies only to direct dialed calls from home to locations included in the plan. Plans do not include other international calls. For more information regarding Xfinity Voice pricing go to <https://www.xfinity.com/Corporate/About/PhoneTermsOfService/ComcastDigitalVoice/cdvresidential>.

17 A compatible modem is required. For more information regarding Xfinity Internet go to <http://www.xfinity.com/internet-service.html>.

18 Not available in all areas. May require installation and non-refundable installation charge.

19 Requires 2 year contract. Monthly rental of Gigabit Pro cable modem/router additional. Activation and professional installation fees additional. Gigabit Pro does not qualify for Comcast 30-day money back guarantee.

20 Applies to Limited Basic.

21 Applies to Extra and above, and Sports & News.

22 Xfinity Internet discount does not apply to Choice Limited TV.

23 Requires Limited Basic with X1 TV Box and Xfinity Internet service.

24 Requires Choice Double Play, Choice Limited TV or Choice TV Select. Cannot be combined with Limited Basic only.

25 Requires Limited Basic, HD Technology Fee and TV Box, CableCARD, or compatible customer owned device.

26 Requires Limited Basic with X1 TV Box or compatible customer owned device and Xfinity Internet service.

27 Equipment required at an additional cost. For additional information go to <http://www.xfinity.com/homesecurity>.

28 Includes Xfinity Home Pro Protection and 24/7 Video Recording for up to 4 cameras. Equipment required at an additional cost. For more information on 24/7 Video Recording go to <http://www.xfinity.com/videoRecording>.

29 Requires Limited Basic TV service and a compatible Xfinity TV Box or customer owned device.

30 Requires Limited Basic, HD Technology Fee, X1 TV Box with remote or compatible customer owned device. Sports Package subscriptions can be billed at once or in 4 total payments. Call 1-800-XFINITY to cancel subscription within 30 days of first charge to bill. Charges are non-refundable after 30 days of first charge to bill. Restrictions may apply.

31 Requires Limited Basic and Xfinity Internet.

32 Requires HD Technology Fee and TV Box or compatible customer owned device. DVR Service with compatible customer owned device limited to 60 hours DVR Service.

33 Requires TV Box, CableCARD, or compatible customer owned device. 20 Hours DVR Service available with X1 TV Box (X1 TV Box requires subscription to one Genre Pack) or compatible customer owned device. Cannot be combined with Xfinity Voice or Xfinity Home Pro Protection.

34 Requires minimum of Xfinity Performance Internet service and an Xfinity Flex Streaming device. Choice TV Select available for ordering through the Flex box only. Not eligible for multiproduct pricing on Xfinity Internet, Xfinity Voice, or Xfinity Home Pro Protection. Streaming requires an internet connection.

35 Applies to installation, relocation, and activation of additional outlets as well as upgrade/downgrades of service after initial installation of service and in-home visits. Does not cover installation or in-home visits for Xfinity Home Pro Protection.

36 20 Hour DVR Service requires Xfinity Internet Service and either an X1 TV Box or compatible customer owned device.

37 SurePrice only available for 12 months to customers with Standard+ More, Select+ More, Signature+ More and Super+ More packages after qualifying 12 month promotional pricing.

38 Requires 2-year contract. Monthly rental of Gigabit Pro compatible modem/router additional. Activation and professional installation fees additional. Gigabit Pro does not qualify for Comcast 30-day money back guarantee.

39 Cannot be combined with Sports & News genre pack.

40 Requires Extra.

41 Requires Xfinity TV Latino, More Sports & Entertainment Package, Choice TV Double Play with one Genre Pack, Choice TV Select, or Extra or higher, Xfinity Internet, TV Box or compatible customer owned equipment.

42 Includes delivery of up to a total of three Get Started Kits for Xfinity TV, Xfinity Internet, or Xfinity Voice and a network signal test. Requires service address activation for Xfinity services within in the last 2 years. Does not include installation or relocation of outlets, equipment installation, setup or troubleshooting, or installation of Xfinity Home or Xfinity Gigabit Pro Internet.

43 20 Hour DVR Service requires Xfinity Internet Service and either an X1 TV Box or compatible customer owned device.

### Xfinity Home License Numbers:

AL: 001484, 001504; AR: 12-030; AZ: ROC 280515, BTR 18287-0; CA: CSLB 974291, ACO 7118; CT: ELC 0189754-C5; DE: FAL-0299, FAC-0293, SSPS 11-123; FL: EF0000921, EF20001002, EF0001095; GA: LVU406303, LVU406264, LVU406190, LVU406354; IL: PACA 127-001503; LA: F1691; MA: SS-001968; MD: 107-1776; ME: LM50017039; MI: 3601206217; MN: TS674412; NC: 2335-CSA; NJ: Burglar and Fire Alarm Business Lic. # 348F00047700; NM: 373379; NY: licensed by the N.Y.S. Department of State 12000305421; OH: LIC# 53-89-1732; OR: CCB 192945; SC: BAC-13497, FAC-13440; TN: ACL 1597, ACL 1604; TX: ACR-1672104, -1818, B16922, B02571; UT: 8226921-6501; VA: 2705145289, DCJS 11-7361; VT: ES-02366; WA: COMCABS892DS; WASHINGTON, DC: ECS 902687, BBL 602512000005; WV: WV049211.

### MS: 15018010

Valid 1/1/22. See [www.xfinity.com/home-security](http://www.xfinity.com/home-security) for current list.

87731000: 5060;5070



# Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

Charles D. Baker  
Governor

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Lieutenant Governor

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Secretary

Martin Suuberg  
Commissioner

February 24, 2022

Impact Area Groundwater Study Program  
ATTN: Mr. Shawn Cody, Program Manager  
1807 West Outer Road  
Camp Edwards, MA 02542

RE: **BOURNE--BWSC**  
Release Tracking Number: 4-0015031  
Joint Base Cape Cod (JBCC) **Draft J-2**  
**Range Northern 2021 Environmental**  
**Monitoring Report**, Comments

Dear Mr. Cody:

The Massachusetts Department of Environmental Protection (MassDEP) has reviewed the document **"Draft J-2 Range Northern 2021 Environmental Monitoring Report"** dated February 2022 (the Report). The Report was prepared for the Army National Guard Impact Area Groundwater Study Program (IAGWSP) at Joint Base Cape Cod (JBCC). The Report provides an analysis of groundwater monitoring and groundwater extraction, treatment, and re-infiltration system performance monitoring activities for the J-2 Range Northern (J-2 North) groundwater plume area during the period of November 2020 through October 2021. MassDEP offers the following comments on the Report.

## Page-specific Comments:

### 1. Page 1-2, Section 1.3.1, Per- and Polyfluoroalkyl Substances (PFAS) Sampling:

The text states, **"The PFAS6 [perfluorooctane sulfonic acid (PFOS); perfluorooctanoic acid (PFOA); perfluorohexane sulfonic acid (PFHxS); perfluorononanoic acid (PFNA); perfluoroheptanoic acid (PFHpA); and perfluorodecanoic acid (PFDA)] results from this initial effort were very low in MW-234M2 and MW-313M1, while MW-587M2 was non-detect (ND) (USACE, 2020)."** On October 2, 2020, MassDEP published final regulations establishing a Massachusetts Maximum Contaminant Level (MMCL) for drinking water, and prior to this, on December 27, 2019 MassDEP promulgated groundwater standards under the Massachusetts Contingency Plan (MCP – 310 CMR 40.0000) for the sum of six per- and polyfluoroalkyl substances (PFAS): perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA), perfluorohexane sulfonic acid (PFHxS), perfluorononanoic acid (PFNA), perfluoroheptanoic acid (PFHpA), and perfluorodecanoic acid (PFDA). The MMCL and the MCP Method 1 GW-1 Standard (GW-1), which is established for groundwater that is or likely to be a source of drinking water, is 20 nanograms per liter (ng/L or parts per trillion - ppt) for the sum of six PFAS compounds (referred to as PFAS6). Please reference the PFAS6 MMCL and the MCP GW-1 Standard in the text.

2. Page 4-1, Section 4.0, Hydraulic Performance Monitoring:

The Report indicates, **“A hydraulic monitoring synoptic event was conducted for the J-2 Range Northern plume on 30 July 2020.”** MassDEP notes that the information provided in the Report indicates that the hydraulic monitoring synoptic event for the reporting period occurred on August 12, 2021. Please revise the text.

3. Page 5-2, Section 5.1.1, Perchlorate, Zone 1 - Source Area to J2EW0001:

The Report states, **“The deeper well at this location, MW-289M1 (0.09 J µg/L September 2021) last yielded a concentration above the MMCL in 2006.”** MassDEP notes that the perchlorate A-A' cross-section presented in Figure 5-3 *J2N Range North Plume Cross Section A-A' Measured Perchlorate Distributions* indicates a perchlorate concentration of 0.19 J µg/L for MW-289M1. Please revise the perchlorate concentration for MW-289M1 on Figure 5-3 to match the concentration referenced in the text.

In addition, the Report indicates, **“Approximately 300 feet further downgradient, the perchlorate concentration within the former plume core in Zone 1 at MW-585M2 (0.29 µg/L, August 2021) was an historic low and remained below the MMCL for a fourth consecutive year.”** MassDEP notes that the perchlorate A-A' cross-section presented in Figure 5-3 *J2N Range North Plume Cross Section A-A' Measured Perchlorate Distributions* indicates a perchlorate concentration of 2.9 µg/L for MW-585M2. Please revise the perchlorate concentration for MW-585M2 on Figure 5-3 to match the concentration referenced in the text.

Lastly, the Report states, **“Further downgradient, in the vicinity of the J2EW0001, perchlorate at the J2EW1-MW1(A/B/C) well cluster, concentrations in the B screen (-32 to -42 ft msl) have been below the MMCL since 2012 (the first sample from this well in 2007 had 140 µg/L).”** MassDEP recommends inserting “extraction well” after J2EW0001.

4. Page 5-3, Section 5.1.1, Perchlorate, Zone 2 – J2EW0001 to J2EW0002:

The Report states, **“A diminishing trend is also observed in deep screen MW-586M1 (1.4 µg/L) which spiked to 23.1 µg/L in 2017 but has steadily dropped since, falling below the MMCL in September 2021 for the first time since 2015 and indicating that cleaner groundwater is filling into the area downgradient of J2EW0001.”** MassDEP notes that the perchlorate A-A' cross-section presented in Figure 5-3 *J2N Range North Plume Cross Section A-A' Measured Perchlorate Distributions* indicates a perchlorate concentration of 1.6 µg/L for MW-586M1. Please revise the perchlorate concentration for MW-586M1 on Figure 5-3 to match the concentration referenced in the text.

5. Page 5-4, Section 5.1.1, Perchlorate, Zone 3 – J2EW0002 to J2EW0003:

The Report states, **“In the deeper well, J2EW3-MW-1-C (0.91 µg/L, September 2021) pre-optimization trace perchlorate levels began increasing in 2014 and were above the MMCL from 2015 to 2019 but have now been below the MMCL in two consecutive samples.”** MassDEP notes that the perchlorate A-A' cross-section presented in Figure 5-3 *J2N Range North Plume Cross Section A-A' Measured Perchlorate Distributions* indicates a perchlorate concentration of 1.9 µg/L for J2EW3-MW-1-C. Please revise the perchlorate concentration for J2EW3-MW-1-C on Figure 5-3 to match the concentration referenced in the text.

6. Page 8-1, Section 8.4, Chemical Monitoring Recommendations:

The text states **“It is recommended that groundwater samples continue to be collected for PFAS analysis per the 2021 Project Note (IAGWSP, 2021).”** MassDEP supports the recommendation to continue to collect groundwater samples for PFAS6 analysis, however, recommends that the sampling

effort be expanded to include the installation of additional groundwater monitoring wells for PFAS6. MassDEP recommends that at a minimum, two additional monitoring wells be installed along Gibbs Road, including one well between the MW-340 and MW-330 well clusters, and one well between the MW-330 and MW-345 well clusters.

Sampling performed by the IAGWSP in December 2021 confirmed the presence of PFAS6 concentrations above the MMCL at the MW-330 and MW-345 locations. The December 2021 PFAS6 concentration in MW-340D was marginally below the MMCL after exceeding the MMCL in a September 2021 sampling event. PFAS6 concentrations above the MMCL were initially detected by the IAGWSP during PFAS sampling of these wells in September 2021. Vertical PFAS screening should be performed during the installation of both wells to help characterize the vertical distribution of PFAS6 along Gibbs Road. In addition, MassDEP recommends that the influent/effluent for the J-2 Range modular groundwater treatment units E, F and G be sampled quarterly for PFAS6 (i.e., same frequency as J-3 groundwater treatment system PFAS6 monitoring).

7. Figure 1-3, J-2 Range Northern PFAS Compared to Regulatory Thresholds:

MassDEP notes that Figure 1-3 *J-2 Range Northern PFAS Compared to Regulatory Thresholds* is not referenced anywhere in the Report. MassDEP recommends including a reference to Figure 1-3 in Section 1.3.1, *Per- and Polyfluoroalkyl Substances (PFAS) Sampling* of the Report. MassDEP also recommends replacing the graph provided as Figure 1-3 with a graphic indicating the locations of the monitoring wells sampled for PFAS, and with the results color coded relative to the PFAS6 MMCL, as this would be a more informative way of presenting the PFAS6 sampling results.

Please incorporate this letter into the Administrative Record for the J-2 Range groundwater. If you have any questions regarding this matter, please contact me at (508) 946-2871 or Elliott Jacobs at (508) 946-2786.

Sincerely,



Leonard J. Pinaud, Chief  
Federal Site Management  
Bureau of Waste Site Cleanup

P/ej

Ec: Upper Cape Boards of Selectmen  
Upper Cape Boards of Health  
JBCC Cleanup Team  
MassDEP Boston/Southeast Region



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

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Martin Suuberg  
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March 3, 2022

AFCEC/JBCC  
Attn: Rose Forbes  
Remediation Program Manager  
322 East Inner Road  
Otis ANG Base  
Massachusetts 02542

RE: **BOURNE - BWSC**  
Release Tracking Number: 4-0000037  
Joint Base Cape Cod (JBCC)  
**Draft Wastewater Treatment Plant  
Infiltration Beds No Further Response  
Action Planned Decision Document,  
Comments**

Dear Ms. Forbes:

The Massachusetts Department of Environmental Protection (MassDEP) has reviewed the document **"Draft Wastewater Treatment Plant Infiltration Beds No Further Response Action Planned Decision Document"** dated February 2022 (the Decision Document). The Decision Document was prepared for the Air Force Civil Engineer Center (AFCEC) Installation Restoration Program (IRP) at Joint Base Cape Cod (JBCC). The Decision Document presents a proposed No Further Action (NFA) determination for Per- and Polyfluoroalkyl Substances (PFAS) detected in the groundwater at the wastewater treatment plant (WWTP) infiltration beds located in the northern portion of the JBCC. This proposed NFA determination is based on the results of the *Final Expanded Site Inspection Report for Per- and Polyfluoroalkyl Substances at the Flight Line Area Sites, Joint Base Cape Cod, MA* dated August 2021 (the Flight Line PFAS SI). MassDEP offers the following comments on the Decision Document.

1. MassDEP notes that Page 5-3, *Section 5.0, Summary and Conclusions* of the Flight Line PFAS SI states **"The WWTP site should not proceed to an RI; rather the primary sources of the PFOS/PFOA contamination to the WWTP (Former Fire Department Building 122 and the current Fire Department Building 3132) will be addressed."** However, MassDEP notes that the *Draft Remedial Investigation Work Plan for Per- and Polyfluoroalkyl Substances at the Flight Line Operable Unit* dated January 2022 (the Flight Line PFAS RI Work Plan) does not include a discussion of or an approach for addressing the PFOS/PFOA contamination to the WWTP from Fire Department Building 122 and Fire Department Building 3132. MassDEP requests the AFCEC include a discussion in the Flight Line PFAS RI Work Plan that discusses the steps the AFCEC intends to take to investigate/mitigate/eliminate the discharge of PFAS to the WWTP infiltration beds.

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.  
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On Page 1-5, *Section 1.5, Scope and Role of Response Action* The Decision Document states **“Based on the results of the Final Expanded SI, AFCEC determined that the PFAS detected at the WWTP infiltration beds is primarily related to discharge to the sewer lines on JBCC serving the Former Fire Department Building 122 (SS093P) and the Lower 40 Ramp Area (SS097P) (which includes the current base Fire Department [Building 3132]), and those primary sources of PFAS contamination to the WWTP are being addressed in the ongoing Flight Line Area Operable Unit RI and, if a finding of an unacceptable risk warranting a response under CERCLA is made, subsequent CERCLA documents. Therefore, NFA under CERCLA is required at this site and the WWTP Infiltration Beds (SS094P) can be classified as NFRAP.”** MassDEP disagrees with this AFCEC determination. The primary sources of PFAS contamination to the WWTP identified by the AFCEC remain undiscussed and unaddressed in the Flight Line Area Operable Unit RI. Until the PFAS sources are addressed, PFAS will continue to be discharged to the WWTP and to the infiltration beds. The WWTP infiltration beds therefore do not currently qualify for NFA, or no further response action planned (NFRAP).

2. On October 2, 2020, MassDEP published final regulations establishing a Massachusetts Maximum Contaminant Level (MMCL) for drinking water, for the sum of six per- and polyfluoroalkyl substances (PFAS6). The MMCL is 20 nanograms per liter (ng/L, or parts per trillion (ppt)), for the sum of six PFAS compounds: perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA), perfluorohexane sulfonic acid (PFHxS), perfluorononanoic acid (PFNA), perfluoroheptanoic acid (PFHpA), and perfluorodecanoic acid (PFDA). The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) section 1219(d)(2) requires that remedial actions conducted under CERCLA must comply with applicable or relevant and appropriate requirements (ARARs) in State environmental laws and regulations provided that the State requirements are properly promulgated, are more stringent than Federal laws, and are identified by the State in a timely manner. The PFAS6 MMCL meets these requirements.

MassDEP notes that Figure 1-1 *Wastewater Treatment Plant Infiltration Beds Location* compares PFAS concentrations detected in the WWTP monitoring wells and the WWTP effluent to the EPA Lifetime Health Advisory (LHA) of 70 ng/L established for the sum of PFOS and PFOA. MassDEP requests the AFCEC revise the Figure to compare the WWTP sampling results indicated on Figure 1-1 to the PFAS6 MMCL.

3. MassDEP notes that although Figure 1-1 *Wastewater Treatment Plant Infiltration Beds Location* indicates that PFOS and PFOA were not detected in the groundwater sample obtained by the AFCEC from monitoring well FLMW0016 in 2015, PFHxS was detected at a concentration of 50 ng/L in that sample. PFHxS is one of the PFAS6 compounds and the concentration detected in FLMW0016 exceeded PFAS6 MMCL of 20 ng/L. The lack of a PFOS detection in the FLMW0016 sample is concerning since PFOS is the primary PFAS constituent detected in the groundwater samples obtained from monitoring wells FLMW0013 and FLMW0014 located downgradient of the WWTP infiltration beds, and in the WWTP effluent sample. The PFHxS detection in FLMW0016, which is located upgradient of the WWTP infiltration beds, suggests a possible source of PFAS contamination upgradient of the WWTP. MassDEP recommends additional sampling of the groundwater for PFAS6 upgradient of the WWTP and recommends that PFDA be included in the PFAS results since this PFAS6 constituent was not included in the sampling performed at the WWTP during previous sampling events.
4. MassDEP recommends including a table in the Decision Document with all the PFAS6 analytical results from the WWTP sampling events.

5. Page 1-3, Section 1.2.3, Site Description, General Surface and Groundwater Resources:

The text states **"JBCC is located over the Sagamore Lens of the Cape Cod Aquifer, which is designated as a sole source aquifer by EPA (AFCEC 2021) and is the principal source of drinking water for the towns of the Upper Cape (Sandwich, Bourne, Mashpee, and Falmouth)."** Please add the following text to this section: *'The Upper Cape Water Supply Reserve is co-located with Camp Edwards' 15,000-acre northern training area and was established by Commonwealth of Massachusetts Chapter 47 of the Acts of 2002 as public conservation land dedicated to three primary purposes: water supply and wildlife habitat protection, the development and construction of public water supply systems, and the use and training of military forces of the commonwealth; provided that such military use and training is compatible with the natural resource purposes of water supply and wildlife habitat protection. The Wastewater Treatment Plant Infiltration Beds are located within the boundary of the Upper Cape Water Supply Reserve.'*

6. Page 3-2, Section 3.3 Summary:

The text states **"The primary sources of the PFAS detected at the WWTP infiltration beds are the Former Fire Department Building 122 (SS093P) and the Lower 40 Ramp Area (SS097P) (which includes the current base Fire Department [Building 3132]) ..."** The Decision Document notes the suggested primary sources of PFAS detected at the WWTP infiltration beds, however, does not discuss or provide any supporting information for the magnitude or extent of any potential secondary sources of PFAS at the WWTP infiltration beds. The Decision Document should provide this information.

Please incorporate this letter into the Administrative Record for the Flight Line Area operable unit. If you have any questions regarding this matter, please contact me at (508) 946-2871 or Elliott Jacobs at (508) 946-2786.

Sincerely,



Leonard J. Pinaud, Chief  
Federal Site Management  
Bureau of Waste Site Cleanup

P/ej

Ec: Upper Cape Boards of Selectmen  
Upper Cape Boards of Health  
JBCC Cleanup Team  
MassDEP Boston/Southeast Region



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

# Department of Environmental Protection

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Secretary

Martin Suuberg  
Commissioner

March 4, 2022

Impact Area Groundwater Study Program  
ATTN: Mr. Shawn Cody, Program Manager  
1807 West Outer Road  
Camp Edwards, MA 02542

RE: **BOURNE – BWSC**  
Release Tracking Number: 4-0015031  
Joint Base Cape Cod (JBCC)  
**Draft 2021 Source Removal Annual Report  
at the Central Impact Area, Comments**

Dear Mr. Cody:

The Massachusetts Department of Environmental Protection (MassDEP) has reviewed the document **“Draft 2021 Source Removal Annual Report at the Central Impact Area”** dated February 2022 (the Annual Report). The Annual Report was prepared for the Army National Guard Impact Area Groundwater Study Program (IAGWSP) on Camp Edwards at Joint Base Cape Cod (JBCC). The Annual Report presents the results of activities conducted during the source area removal investigation 2021 field season at the Central Impact Area (CIA). The purpose of the source removal investigation is to address unexploded ordnance (UXO) containing high explosives (HE) filler (HE-containing UXO) that are present within the CIA, as well as any soil potentially contaminated by munitions constituents (MC). MassDEP offers the following comments on the Annual Report.

1. Page 3-1, Section 3.0, Summary and Recommendations, 1<sup>st</sup> Paragraph:  
The bulleted text states, **“6,980 cued targets (TOI) and 1,373 DGM anomalies (verification digs) excavated and assessed from Phase IV.”** MassDEP notes that the total number of anomalies excavated (TOI and verification digs) in Phase IV Area 1 is 8,353. However, page 2-5, Section 2.4 *Phase IV Area 1 and Remaining Phase III Area 3 Source Removal* states, **“The total number of anomalies excavated (TOI and verification digs) in Phase IV Area 1, and remaining Phase III Area 3 during the 2021 calendar year is 8,353.”** Please clarify the total number of cued targets (TOI) and DGM (QA) anomalies excavated from Phase IV Area 1 and revise the text as necessary.
2. Page 3-2, Section 3.1, Summary of 2021 Phase IV Area 1 UXO Recovery and Evaluation, 2<sup>nd</sup> Paragraph:  
The text states, **“To date, 8,353 anomalies (6. acres), 74 polygons (0.55 acres) totaling approximately 6.95 acres have been excavated in the Phase IV Area 1 and remaining Phase III Area 3 SUs.”** Please clarify the number of acres noted within the first set of parentheses and revise the text as necessary.

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.

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3. Figure 1.2b, Phase I, II, III and IV Removal Areas:

The color shading for the Phase III Area 1, Phase III Area 2 and Phase III Area 3 Removal Areas illustrated on the figure does not appear to correspond to the descriptions on the legend. Please clarify and revise the figure as necessary.

4. Table 3.2, 2021 Source Response Field Operations Metrics:

The last column of the table indicates that for the Phase III Area 3 TOI and Polygon Digs (0.8 Acres) work area and the Phase IV Area 1 work area, 28 and 931 pounds, respectively, of HE was recovered for a total of 959 pounds of HE recovered. MassDEP notes that page 1-3, Section 1.2, *Results*, states, **"A total of 344 UXO items were removed during the 2021 field season; 324 UXO from Phase IV Area 1 SUs and 20 UXO items from remaining Phase III Area 3...Of the 344 UXO items discovered, 257 were categorized as HE-containing UXO with an estimated 859 pounds of HE filler, and 87 were categorized as UXO with other types of filler and/or live fuzes (e.g., white phosphorous [WP], black powder [BP], illumination compounds, and spotting charges)."** Please clarify the weight, in pounds, of HE recovered during the 2021 field season and revise the table and the text as necessary.

Please incorporate this letter into the Administrative Record for the Central Impact Area soil and groundwater operable units. If you have any questions regarding this letter, please contact me at (508) 946-2871 or Kendall Walker at (508) 946-2846.

Sincerely,



Leonard J. Pinaud, Chief  
Federal Site Management  
Bureau of Waste Site Cleanup

P/kw

Ec: Upper Cape Boards of Selectmen  
Upper Cape Boards of Health  
JBCC Cleanup Team  
MassDEP Boston/Southeast Region