

AGREEMENT

This Agreement is made this _____ day of June 2023, by and between the Town of Natick, Massachusetts (the “Town”), by its Select Board, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, and Natick Pegasus, Inc., a Massachusetts nonprofit Corporation, with a principal place of business at 2 Summer Street, Suite 350, and Natick, MA 01760.

RECITALS

1. The Town desires to provide support for the use of cable television public, educational, and government (“PEG”) access channels provided pursuant to Federal law.
2. The Natick Select Board, as Issuing Authority, has granted Cable Television Licenses to Comcast Cable Communications Management, LLC (“Comcast”), RCN Telecom Services of Massachusetts, LLC (“RCN”) and Verizon New England Inc. (“Verizon”) to operate cable television systems in the Town.
3. Section 6.1 of both Cable Television License agreements between the Issuing Authority and Comcast and RCN respectively indicate that the Issuing Authority shall designate a non-profit access management entity, referred to as the “Access Corporation”, to operate and administer the PEG access facilities, services and programming.
4. Section 6.3 of Comcast and RCN Cable Television License agreements with Comcast and RCN provide that certain channel capacity be provided for PEG access.
5. Section 5.1 of the Cable Television License agreement with Verizon provides that certain channel capacity be provided for PEG access.
6. Section 6.5 of the Cable Television License agreement with Comcast and Section 6.4 of the Cable Television License agreement with RCN, and Section 5.2 of the Cable Television License agreement with Verizon provide that certain initial and ongoing payments shall be made by Comcast, RCN and Verizon for PEG access capital equipment and facilities.
7. Section 6.4 of the Cable Television License agreement with Comcast and Sections 6.4 and of the Cable Television License agreement with RCN and Section 5.3 of the Cable Television License agreement with Verizon provide that certain payments and in-kind services shall be provided by Comcast, RCN and Verizon to support the operations of the PEG access facilities, equipment and channels.
8. Natick Pegasus, Inc. has indicated its interest in continuing to serve the Natick community by providing PEG access facilities, programming and services.
9. The Town is willing to designate Natick Pegasus, Inc. as the Access Corporation.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and in accordance with the definitions of terms contained in Appendix A, the parties agree as follows:

SECTION 1. DESIGNATION. Subject to Section 3 below, the Natick Select Board hereby designates Natick Pegasus, Inc. as the Access Corporation.

SECTION 2. SCOPE OF SERVICES. In exchange for the funding provided to Natick Pegasus, Inc., pursuant to the Town's Cable Television License agreements, Natick Pegasus, Inc. shall provide the following services:

- A. OPERATE PUBLIC ACCESS CABLE CHANNEL. Operate the public access cable channel for public access programming purposes in a manner which serves the residents of the Town of Natick, with the primary purpose being to administer, coordinate, and assist those requesting access on a non-discriminatory basis.
- B. OPERATE THE EDUCATIONAL AND GOVERNMENT ACCESS CHANNELS. Operate the educational and government access channel(s) for educational and governmental access programming purposes in a manner which serves the residents of the Town of Natick, with the primary purpose being to administer, coordinate and assist the Town of Natick (government access) and educational institutions (educational access) requesting access on a non-discriminatory basis.
- C. OPERATE A COMMUNITY ACCESS CENTER. Operate, manage and make available to the Town of Natick community a PEG Access studio and PEG Access equipment, available for use at such hours and times as are reasonably determined by Natick Pegasus, Inc. Access to equipment and facilities shall be open to all those who satisfactorily complete training classes provided by Natick Pegasus, Inc. or who receive a certification from another source identifying said users as having satisfied training requirements deemed to be equivalent by Natick Pegasus, Inc.
- D. PROVIDE EQUAL ACCESS. Provide access to the use of the PEG Access studio, equipment, facilities, channels, and services provided hereunder on a non-discriminatory basis to all members of the Town of Natick community for non- commercial programming purposes, whether individuals, groups, or organizations, on a first-come, first-served, non-discriminatory basis, pursuant to operating rules to be promulgated by Natick Pegasus, Inc. A copy of such operating rules, and all amendments thereto, shall be provided to the Natick Select Board by Natick Pegasus, Inc.
- E. DEVELOP AND MAINTAIN OPERATING POLICIES AND PROCEDURES. Develop policies and procedures for use and operation of the PEG Access studio, equipment, facilities, and channels and file such policies and procedures with the Natick Select Board.
- F. COMPLIANCE WITH LAWS RULES, AND REGULATIONS. Administer the PEG Access studio, channels, funding and facilities in compliance with applicable Federal, Massachusetts and Town of Natick laws, by-laws and regulations, and in compliance with the Cable Television License agreements between the Natick Select Board and RCN, Comcast and Verizon

- G. TRAINING. Natick Pegasus Inc. shall to the extent possible train Town residents in the techniques of video production and provide technical advice regarding PEG Access productions to Town residents, and when requested, to Town and Natick School Department students/interns/work study and employees.
- H. PLAYBACK/CABLECAST Natick Pegasus, Inc. shall cablecast a minimum of twenty- five (25) hours per week of PEG Access programming.
- I. MAINTENANCE OF EQUIPMENT. Provide regular maintenance and repair of all video equipment purchased with monies received pursuant to this Agreement and/or donated loaned, or leased to Natick Pegasus, Inc. by the Town.
- J. SPECIAL NEEDS GROUPS. Support special needs groups, including but not limited to the hearing impaired, in PEG Access program production through training and other means. The incorporation of closed captioning is specifically excluded from the requirements of this Section.
- K. PROMOTION. Actively promote the use and benefit of the PEG access channels and facilities to cable subscribers, the Town of Natick community, and PEG access users.
- L. OTHER ACTIVITIES. Undertake other PEG Access programming activities and services as deemed appropriate by Natick Pegasus, Inc. and consistent with the obligation to facilitate and promote PEG Access programming and provide non- discriminatory access.

SECTION 3. PERFORMANCE REVIEW.

The Natick Select Board may, at the one (1) year anniversary of this Agreement, and annually thereafter, contract with an entity from outside the community that is expert in PEG access matters to conduct a performance review of Natick Pegasus Inc.'s operations. This review shall include an opportunity for PEG access users and cable subscribers to provide input. Upon completion, a copy of the performance review shall be submitted to Natick Pegasus, Inc.

SECTION 4. CHANNELS OPEN TO PUBLIC.

Natick Pegasus, Inc. agrees to keep the PEG access channels open to all potential users regardless of their viewpoint, subject to applicable laws. Neither the Issuing Authority, nor the licensed cable companies, nor Natick Pegasus, Inc. shall have the authority to control the content of programming placed on the PEG Access channel(s) so long as such programming is lawful. Natick Pegasus, Inc. may promulgate and enforce policies and procedures which are designed to promote local use of the channels and make the programming accessible to the viewing public, consistent with time, manner, and place regulations as are lawful and appropriate to provide for and promote use of PEG access channels, equipment and facilities.

SECTION 5. COPYRIGHT CLEARANCE.

Before cablecasting PEG Access programming, Natick Pegasus, Inc. and/or PEG Access producers/users shall make all lawful and appropriate arrangements to obtain all rights to all material cablecast, and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over the PEG Access channels that are operated and managed by Natick Pegasus, Inc. Natick Pegasus, Inc. shall maintain copies of all such user agreements for a minimum of five (5) years and provide, upon request, copies of all such user agreements to the Select Board.

SECTION 6. COPYRIGHT AND OWNERSHIP.

Natick Pegasus, Inc. shall own the copyright of any programs which it may choose from time to time to produce. Copyright of programming produced by the public shall be held jointly by such person(s) producing said programming and Natick Pegasus, Inc.

SECTION 7. PEG ACCESS PROGRAMMING DISTRIBUTION.

Natick Pegasus, Inc. shall require that, notwithstanding the provisions of Section 7 above, all programs produced with funds, equipment, facilities, and/or staff pursuant to this Agreement and/ or the Cable Television Licenses shall be distributed on one of the PEG Access channels. This sub-paragraph shall not be interpreted to restrict other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the PEG Access operating policies and procedures. Natick Pegasus, Inc. shall have the right to create and modify, as necessary, its programming schedule to best serve the Natick community

- A. At least at the beginning and end of each day that PEG Access programming is cablecast on the PEG Access Channels, Natick Pegasus, Inc. shall display a credit stating "Partial funding for the operation of this channel is provided by the Town of Natick through revenue provided by Subscribers of the Town's cable television providers". Such credit shall also state that opinions expressed in PEG Access programs are the sole responsibility of the PEG Access program producer(s).

SECTION 8. EQUIPMENT AND FACILITIES.

- A. Natick Pegasus, Inc. shall be responsible for maintenance of all equipment and facilities owned, leased and/or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement.
- B. Natick Pegasus, Inc. shall own all equipment and facilities acquired by it and purchased with funds received pursuant to this Agreement and/or the Cable Television Licenses, except that upon termination or non-renewal of this Agreement, all such equipment or facilities purchased with funds received pursuant to this Agreement and/or the Cable Television Licenses shall become the property of the Town.
- C. To secure all of its obligations under this Agreement, Natick Pegasus Inc. hereby grants to the Town a security interest in all the assets and interests owned and/or hereafter acquired by Natick Pegasus, Inc. with funds provided by the Town and/or the Cable Television Licensees, and the proceeds thereof, including but not limited to, Natick Pegasus, Inc. deposit accounts and inventory, and all equipment and fixtures that are or were acquired with funds provided by the Town. Natick Pegasus Inc. agrees to take all steps reasonably requested by Issuing Authority to perfect and enforce the Town's security interest, including the execution and processing of financing statements and continuation statements under the Uniform Commercial Code. Natick Pegasus Inc. will also notify any institution with whom it now or hereafter maintains any deposit account of the existence of the Town's security interest in the account.

- D. The Town agrees to subordinate its interest, if necessary, to finance the purchase of equipment or property. The subordination shall only be with respect to the specific equipment and/or property that Natick Pegasus Inc. might wish to finance.

Upon the dissolution of Natick Pegasus Inc., Natick Pegasus, Inc. shall, subject to the approval of the, Natick Select Board, transfer all assets of Natick Pegasus Inc. representing Town-funded equipment and facilities, and/or the proceeds of either to the Town, or at the Town's option, to such organization or organizations designated by the Town to manage access which shall at the time qualify as a tax exempt organization(s) under Section 501(c3) of the Internal Revenue Code (or the corresponding provisions if any future United States Internal Revenue Law or other applicable law).

Natick Pegasus shall have the ability to sell, trade, barter or otherwise dispose of equipment that it determines is no longer of service to Natick Pegasus, Inc., for the purpose of replacement or upgrade of such equipment.

SECTION 9. INSURANCE.

Natick Pegasus, Inc. and any and all consultants and sub consultants of Natick Pegasus, Inc. shall provide and maintain throughout the term of this Agreement and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- A. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.
- B. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$3,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- C. Automobile Liability Insurance -Combined single limit of \$1,000,000.
- D. Equipment Insurance - Insurance shall be maintained to replacement cost on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe. The Town shall be shown as lien holder on all policies.
- E. Additional Insured - The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, and Automobile Liability Insurance upon vehicles owned by Natick Pegasus, Inc.
- F. All certificates and policies shall contain the following provision:
“Notwithstanding any other provision herein, should any of the above policies be canceled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Select Board, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place”.

- G. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Natick Pegasus, Inc. shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by this Agreement.
- H. Natick Pegasus, Inc. shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and automobile liability insurance which indicate that the Town of Natick is named as an additional insured on each such policy.
- I. No insurance shall be obtained from an insurer which:
 - 1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - 2) is not authorized to provide insurance as an excess or surplus line insurer and does not have a current Best's rating of A or better.
- J. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement. In the event that Natick Pegasus, Inc. discovers that any such policy of insurance has lapsed without renewal, Natick Pegasus, Inc. shall (1) immediately notify the Town of Natick, and (2) obtain restatement of such policy of insurance within twenty-four (24) business hours after the time of such discovery. In the event that Natick Pegasus, Inc. fails and/or refuses to reinstate such policy of insurance within said twenty-four (24) business hours, this Agreement shall terminate upon the expiration of the twenty-four (24) business hour period.

SECTION 10. INDEMNIFICATION.

- A. Natick Pegasus, Inc. shall indemnify, defend, and hold harmless the Issuing Authority and the Town, its boards, commissions, committees, employees, officers, agents, and/or volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person(s), property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same maybe caused, directly or indirectly arising or resulting from any alleged acts or omission of Natick Pegasus, Inc., its officers, employees, agents and/or subcontractors arising out of or resulting from the operation of the PEG Access facilities and channels in the Town and/or performance pursuant to this Agreement.
- B. Natick Pegasus, Inc. shall indemnify and hold harmless the Issuing Authority, and the Town, its boards, commissions, committees, employees, officers, agents, and/or volunteers from and against any and all claims, suits, causes of action, losses, damages or liabilities or any kind, nature or description, including payment of costs of litigation and attorney's fees, arising from or in connection with claims or loss or damage to person(s) or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, State and/or

- C. Federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which claims, suits, causes of action, losses, damages or liabilities, directly or indirectly, result from Natick Pegasus, Inc's. use of channels, funds, equipment, facilities and/or staff granted pursuant to this Agreement and/or the Cable Television License agreements.
- D. To the fullest extent permitted by law, the Town shall indemnify, defend, and hold harmless Natick Pegasus, Inc., its officers, Board members, agents and/ or employees from and against any and all claims, losses, liabilities, or damage including payment of reasonable attorneys' fees arising out of or resulting from the performance of this Agreement, to the extent caused by any act or omission of the Town.

SECTION 11. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.

Natick Pegasus, Inc. shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. Natick Pegasus, Inc. shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

SECTION 12. INDEPENDENT CONTRACTOR:

Natick Pegasus, Inc. acknowledges that it shall perform services under this agreement as an independent contractor and is not to be considered to be an agent or employee of the Town. No employee, agent or representative of Natick Pegasus, Inc. shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

If in the performance of this Agreement any third persons are employed by Natick Pegasus, Inc., such persons shall be entirely and exclusively under the control, direction and supervision of Natick Pegasus, Inc. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by Natick Pegasus, Inc. and the Town shall have no right or authority over such persons or terms of employment.

SECTION 13. ASSIGNMENT AND SUBLETTING.

Neither this Agreement nor any interest herein shall be assigned or transferred by Natick Pegasus, Inc., except as expressly authorized in advance in writing by the Issuing Authority.

SECTION 14. ANNUAL REPORTS.

Prior to March 15 of each year of this Agreement, Natick Pegasus, Inc. shall submit to the Issuing Authority and the Office of the Attorney General (where applicable) an annual report for the preceding calendar year (January 1 - December 31). This report shall contain, at a minimum, the following information:

- A. Statistics on programming and services provided;
- B. Current and complete listing of Natick Pegasus, Inc.'s Board of Directors;
- C. Year-end financial statements.
- D. Consideration of alternative content delivery.
- E. Copies of all disclosures, tax returns, and other documents required to be filed under applicable State and Federal laws.

SECTION 15. RECORDS FISCAL AUDIT.

Natick Pegasus, Inc. shall maintain all necessary books and records, in accordance with generally accepted accounting principles.

Upon reasonable request from the Issuing Authority, Natick Pegasus, Inc. shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement.

Natick Pegasus, Inc. shall prepare (or have prepared) and submit to the Issuing Authority a fiscal audit by a certified public accountant, at least every three (3) years.

SECTION 16. FUNDING AND OTHER RESOURCES.

The Natick Select Board agrees to make the following funds and resources available to Natick Pegasus, Inc.

- A. Comcast, RCN and Verizon have dedicated certain channel capacity (spectrum on the cable system) for PEG access use. The Natick Select Board agrees to permit Natick Pegasus, Inc. to manage such channel capacity for PEG access programming purposes.
- B. Funding for PEG Access Facilities and Equipment.
 - 1. In accordance with the Section 6.5 of the current Comcast Cable Television Renewal License agreement, Section 6.3 of the current RCN Cable Television Final License, and Section 5.2 of the current Verizon Cable Television License agreement, funds shall be provided to the Town that may be used for the construction of a PEG access facility and purchase of equipment.
 - 2. In accordance with Section 6.4 of the current RCN Cable Television Final License, ongoing funding shall be provided to the Town, for replacement and/or additional PEG access equipment.

3. The Natick Select Board agrees to provide to Natick Pegasus, Inc. all funds that it receives from Comcast, RCN and Verizon and future cable providers specified for PEG access equipment purposes. Natick Pegasus, Inc. shall utilize such funds for the purchase of PEG Access equipment to be used for the purposes delineated in this Agreement.

C. Funding for PEG Access Services.

1. In accordance with Section 6.4 of the Comcast Cable Television Renewal License, Section 7.1 of the RCN Cable Television Final License and Section 5.3 of the Verizon Cable Television License, the Cable Television Licensees shall provide ongoing funding to the Town for support of PEG access services.
2. The Issuing Authority shall provide to Natick Pegasus, Inc. the Telecommunications Funding paid to the Town by RCN pursuant to Section 7.1 of the RCN Cable Television Final License. These funds shall be held in a special account by the Town, designated "PEG Access and Cable Related Fund" and are available only to support PEG Access as designated under this Agreement and consistent with M.G.L. chapter 44, section 53F ¾, and shall be available to support the PEG access services described previously in Section 2 of this Agreement entitled "Scope of Services". These funds shall be disbursed to Natick Pegasus, Inc., in accordance with the timeline specified in Section 19 of this Agreement.

SECTION 17. ANNUAL PLAN AND BUDGET.

- A. On or before August 15th of each year in which this Agreement is in effect, the Natick Select Board shall provide Natick Pegasus, Inc. with an estimate of the funds that will be available to Natick Pegasus Inc. for the upcoming calendar year.
- B. On or before October 30 of each year in which this Agreement is in effect, Natick Pegasus, Inc. shall provide to the Natick Select Board an Annual Plan and Budget outlining activities and programs planned for the following calendar year with funds and channels received from the Town. Such plan shall contain:
 1. A statement of anticipated number of hours of original PEG Access programming;
 2. Training classes to be offered and: frequency of classes
 3. Other access activities planned by Natick Pegasus, Inc.; and
 4. A detailed operating and capital equipment and facilities budget.
 5. Provide a general statement on our investment/ savings principals and long-term capital plan.

SECTION 18. EXPENDITURE OF FUNDS.

Natick Pegasus, Inc. shall spend funds received from the Town solely for the purposes listed in its Annual Plan and Budget and Section 2 (Scope of Services) of this Agreement. Funds not expended in the year covered by the Annual Plan and Budget may be carried over by Natick Pegasus, Inc. into

succeeding years. Upon termination of this Agreement, all funds of any kind received from the Town and not expended by Natick Pegasus, Inc. shall be returned to the Town. Natick Pegasus, Inc. shall provide for such fiscal control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from the Town.

SECTION 19. RECEIPT OF APPROVED FUNDING.

For each year in which Natick Pegasus, Inc. has submitted the Annual Plan and Budget to the Town as required under Section 17 of this Agreement, the Town shall make payments to Natick Pegasus Inc. as provided in Section 16 B. and Section 16 C. of this Agreement, subject to the requirements of M.G.L. c. 44, section 53F $\frac{3}{4}$ and town meeting appropriation. The Town shall pay Natick Pegasus its funds appropriated at Town Meeting within 30 days of Town Meeting dissolving.

SECTION 20. FUNDING FROM OTHER SOURCES.

Natick Pegasus, Inc. may, during this Agreement, solicit and receive supplemental funds from other sources, including, but not limited to corporate sponsorships, donations, bequests and fundraising activities. The cablecasting of commercial advertisements as a source of funds is strictly prohibited.

SECTION 21. TERM OF AGREEMENT.

The term of this Agreement shall be for three (3) years, from July 1, 2023 through June 30, 2026. If permitted by law, the term of this Agreement may be extended in accordance with Section 23 of this Agreement.

SECTION 22. TERMINATION OF AGREEMENT: TRANSFER OF ASSETS.

- A. The Natick Select Board shall have the right upon one hundred twenty (120) days prior written notice to Natick Pegasus, Inc. to terminate this Agreement for:
 - 1. Breach of any provision of this Agreement by Natick Pegasus, Inc.;
 - 2. Malfeasance, misfeasance, misappropriation of funds provided for herein by Natick Pegasus, Inc.; and/or
 - 3. Loss of Section 501(c)(3) status by Natick Pegasus, Inc.
- B. Natick Pegasus, Inc. may avoid termination by curing any such breach to the satisfaction of the Natick Select Board within one hundred twenty (120) days of notification or within a time frame agreed to in writing by the Town and Natick Pegasus, Inc.
- C. Upon termination of this Agreement, Natick Pegasus, Inc. shall immediately transfer to the Town all equipment, real property, fixtures, contracts, leases, deposit accounts or other assets received by or purchased by Natick Pegasus, Inc. with funds received pursuant to this Agreement and/or the Cable Television Licenses.

SECTION 23. EXTENSION OF AGREEMENT.

If permitted by law, the term of this Agreement may be extended, pursuant to the following process:

- A. If Natick Pegasus, Inc. seeks an extension of the term of this Agreement it shall on or before December 1, 2022, submit to the Natick Select Board a letter of intent requesting extension.
- B. On or before March 1, 2023, the Natick Select Board shall respond to Natick Pegasus Inc.'s letter of intent to request extension. If the Natick Select Board intends to refuse to extend the term of this Agreement, it shall explain the reasons for this decision in its response to Natick Pegasus, Inc. The Natick Select Board may not refuse to extend the term of this Agreement based upon a failure of Natick Pegasus, Inc. to comply with the terms of this Agreement unless the Select Board has provided Natick Pegasus, Inc. with a notice of its failure to comply with the terms and the opportunity to cure said noncompliance.

SECTION 24. TIME.

Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

SECTION 25. COOPERATION.

Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

SECTION 26. APPLICABLE LAW.

This Agreement shall be governed by and interpreted and enforced under the laws of the Commonwealth of Massachusetts.

SECTION 27. NOTICES.

All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To the Town of Natick:	Natick Select Board Natick Town Hall 13 East Central Street Natick, MA 01760
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With a copy to:	Karis L. North, Esq. Murphy, Hesse, Toomey & Lehané 50 Braintree Hill Office Park, Suite 410 Braintree, MA 02184
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To Natick Pegasus Inc.:	Natick Pegasus Inc. c/o President Board of Directors 2 Summer Street, Suite 350 Natick, MA 01760
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Any party may change its address for notice by written notice to the other party at any time.

SECTION 28. ENTIRE AGREEMENT.

This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral.

SECTION 29. MISCELLANEOUS.

- A. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.
- B. If any provision of this Agreement is determined to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.
- C. Criminal Background Screening

For each employee of Natick Pegasus, Inc. or volunteer for Natick Pegasus, Inc. who is performing services under this Contract, Natick Pegasus, Inc. shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Natick Pegasus, Inc.'s pre-employment criminal background screen. The Town shall be permitted to keep such information in its files. In the event that any employee refuses to permit Natick Pegasus, Inc. to provide such information to the Town, Natick Pegasus, Inc. shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town.

- D. Use of Alcoholic Beverages/Controlled Substances Prohibited

Natick Pegasus, Inc. hereby acknowledges that the use of alcoholic beverages, narcotics, and mood-altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of Natick Pegasus, Inc. is prohibited on Town of Natick property which is the subject matter of this Agreement and during all hours of work under this Agreement. If there is reasonable credible evidence that any officer, employee, agent, or representative of Natick Pegasus, Inc. violated the foregoing provision, the Town of Natick shall have the right to order by written communication that such officer, employee, agent, or representative of Natick Pegasus, Inc. shall not be permitted to return to work on this Agreement. Under such circumstances, Natick Pegasus, Inc. shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement, unless later authorized in writing by the Town of Natick. Notice requirements (section 27) may be satisfied by hand delivery to the Natick Pegasus President or Station Manager for this section.

- E. Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke Free Workplace Law, Natick Pegasus, Inc., its officers, employees, agents, and representatives, shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.
- F. Natick Pegasus, Inc. shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- G. Natick Pegasus, Inc. shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Town.
- H. This Contract may be amended only by written consent of the parties.
- I. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties about the transaction contemplated.
- J. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- K. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

TOWN OF NATICK

NATICK PEGASUS, INC.

By its Select Board

Hank Szretter, President

Bruce T. Evans, Chair

Kathryn M. Coughlin, Vice Chair

Richard Sidney, Clerk

Paul R. Joseph, Member

Kristen L. Pope, Member

APPROVED AS TO FORM:

Karis L. North
Town Counsel

Appendix A

Definition of Terms

Access: The right or ability of any Natick resident and/or any Persons affiliated with a Natick institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

Access Channel: A video channel which the Licensee 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 similar organizations.

Access Corporation: The entity, as may be designated by the issuing Authority of the Town of Natick from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System, or any other or successor entity.

Drop or Cable Drop: The coaxial cable that connects an Outlet to the feeder line of the Cable System.

Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to Natick educational institutions and/or educators wishing to present non-commercial educational programming and information to the public.

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

Final License: The non-exclusive Cable Television Final License granted a Licensee.

Government Access Channel: A specific channel(s) on the Cable System 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.

Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; revenues received from all Cable Modem Services, unless a court of competent jurisdiction or a regulatory body of appropriate jurisdiction makes a final ruling that such Cable Modem Service is not legally deemed to constitute a Cable Service; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; any other Cable Service revenues as allowed by applicable law; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the

parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage.

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.

Issuing Authority: The Select Board of the Town of Natick, Massachusetts.

(JI) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Natick, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

Licensee: Comcast, Verizon and RCN Telecom Services of Massachusetts, L.L.C. or any successor(s) and/or transferee(s) in accordance with the terms and conditions in the Renewal License and/or the Final License.

Local Origination ("LO") Programming: Local Programming produced and presented by the Licensee.

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.

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

PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Natick residents and/or organizations wishing to present non-commercial programming and/or information to the public.

Renewal License: The non-exclusive Cable Television License granted to Comcast.

Signal: Any transmission of electromagnetic or optical energy, which carries video, voice, or data from one location to another.

State: The Commonwealth of Massachusetts.

Town: The Town of Natick, Massachusetts

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